

## ALLOTMENT LETTER

PROMOTER RESERVES ITS RIGHT TO CHANGE TERMS AND CONDITION AS PER CIRCUMSTANCE OF CASE

**Date:**

To,

Mr/Mrs./Ms. \_\_\_\_\_,  
Residing at \_\_\_\_\_,  
Telephone/ Mobile Number: \_\_\_\_\_,  
PAN No. \_\_\_\_\_,  
Aadhaar No. \_\_\_\_\_,  
Email ID: \_\_\_\_\_.

**Sub:** Your request for allotment of flat / commercial premises/plot in the project known as **“JUHI EMPRESSA”**, having MahaRERA Registration No. \_\_\_\_\_.

Sir/Madam,

**1. Allotment of the said unit:**

This has reference to your request referred at the above subject. In that regard, I/ we have the pleasure to inform that you have been allotted a flat/Shop/Office bearing No. \_\_\_\_\_ admeasuring RERA Carpet area \_\_\_\_\_ sq. mtrs equivalent to \_\_\_\_\_ sq.ft. situated on \_\_\_\_\_ floor in the project known as **“JUHI EMPRESSA”**, having MahaRERA Registration No. \_\_\_\_\_ hereinafter referred to as “the said unit”, being developed on Plot No. 11, Sector-18, Sanpada, Navi Mumbai-400705. \_\_\_\_\_ admeasuring sq. mtrs. for a total consideration of Rs. \_\_\_\_\_/- (Rupees. \_\_\_\_\_ only) exclusive of GST, stamp duty and registration charges.

**2. Allotment of parking space(s):**

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No(s) \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs equivalent to sq ft./covered car parking space(s) at level \_\_\_\_\_ basement /podium bearing No(s) admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft./stilt parking bearing No(s) \_\_\_\_\_, admeasuring \_\_\_\_\_ sq. mtrs equivalent to \_\_\_\_\_ sq.ft./ mechanical car parking unit bearing No(s) \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves ourselves.

**OR**

Further I/We have the pleasure to inform you that you have been allotted an open car parking bearing No. \_\_\_\_\_ without consideration.

**3. Receipt of part consideration:**

I/we confirm to have received from you an amount of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_ only), (This amount shall not be more than 10% of the cost of the said unit) being \_\_\_\_\_ % of the total consideration value of the said unit as booking amount /advance payment on \_\_\_\_\_, through \_\_\_\_\_.

**4. Disclosures of information:**

I/We have made available to you the following information namely: -

- i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website.

- ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure - A attached herewith and
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

#### **5. Encumbrances:**

We hereby confirm that the said unit is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said unit.

#### **6. Further payments:**

Further payments towards the consideration of the said unit as well as of the garage(s)/covered car parking space(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

#### **7. Possession:**

The said unit along with the garage(s)/covered car parking spaces(s) shall be handed over to you on or before \_\_\_\_\_ subject to the payment of the consideration amount of the said unit, including all development charges, club charges, maintenance charges and transfer charges, as well as of the garage(s) /covered car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

#### **8. Interest payment:**

In case of delay in making any payments, towards any and all charges as to be paid by you including development charges, club charges, maintenance charges and transfer charges you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

The delay shall be calculated from the date of payment becoming due. The same shall be notified to you via email and if within 1 week of receiving such information, the payment has not been made, the payment shall be deemed to be defaulted.

#### **9. Cancellation of allotment:**

i. In case you desire to cancel the booking, or the cancellation is so necessary by the Promoter, as the recitals of the clauses herein and the payment schedule have not been adhered to by the Allottee, an amount mentioned in the Table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking.

Sr.	If the letter requesting to cancel the booking is received	Amount to be deducted
1.	Within 15 days from issuance of the allotment letter;	Nil;
2.	Within 16 to 30 days from issuance of the allotment letter;	1% of the cost of the said unit;
3.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the cost of the said unit;
4.	After 61 days from issuance of the allotment letters.	2% of the cost of the said unit.

- ii) In the event the amount due and payable referred in Clause 9 i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.'

iii) It may be duly noted, that in a scenario where the cancellation was due to the negligence or non -performance by the Allottee, the Promoter shall be rightful in seeking damages for the charges borne till the said date and Opportunity loss.

#### **7. Other payments:**

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 13 hereunder written.

#### **8. Proforma of the agreement for sale and binding effect:**

The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 13.

#### **9. Execution and registration of the agreement for sale:**

i) You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding.

ii) If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, we shall be entitled to cancel this allotment letter and further I/we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.

iii) In the event the balance amount due and payable referred in Clause 9 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

#### **10. Validity of allotment letter:**

This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the said unit thereafter, shall be covered by the terms and conditions of the said registered document.

#### **11. Other Charges**

Please insert table of other miscellaneous charges to be paid

#### **12. Taxes**

- i. Goods and Service Tax (GST) at the \_\_\_\_ % on sale consideration and other charges.
- ii. Any other statutory payment that may become applicable for sale and transfer of Flat.

#### **13. Stamp Duty and Registration Charges**

- i. Registration charges, Stamp Duty as may be applicable under, Maharashtra Stamp Duty Act, 1958.
- ii. The Registration charges and stamp duty will have to be paid at the time of execution and registration of Agreement for Sale, as per The Maharashtra Ownership Flats (Regulation of the

Promotion of Construction, Sale Management & Transfer) Act, 1963(MOFA) and/or The Real Estate (Regulation And Development) Act, 2016 (RERA)

#### **14.TERMS AND CONDITIONS FOR ALLOTMENT**

- a. You have seen all the documents of title deeds and other relevant papers etc, pertaining to the said property and are fully satisfied about our title, rights and interest in respect the said project.
- b. You are aware of and have acknowledged that the Building plans are provisional and agree that we may make such changes, modifications, alternations and additions therein, as may be deemed necessary or may be required to be done by us or any other local authority or body having jurisdiction.
- c. You will be bound by the terms and conditions as stated in the Agreement for Sale to be executed by you. You will have to pay necessary stamp duty and registration charges and register the said Agreement for Sale. You have seen standard format of Agreement as required under provision of RERA to be executed between you and us and have accepted the terms and condition contained therein.
- d. Registration of the said Agreement will be your responsibility. On payment of stamp duty on the said Agreement for Sale, our representative will attend the office of Sub-Registrar of Assurance at mutually convenient day and time to execute and admit the execution of Agreement for Sale. We will not be responsible for any delay in registration of agreement and any consequence arising under RERA.
- e. Nothing contained in these presents shall be construed to confer upon the Allottee(s) any right, title or interest of any kind whatsoever in, to or over the unit or common areas and facilities. The conferment of Unit shall take place only upon the execution of Agreement for Sale in favour of the Allottee(s).
- f. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced accordingly. However, if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Project by the authority as per the Act, the same shall not be charged from the Allottee(s).
- g. You shall not have any claim or right on, any part of the said Property and to any part or parts of the said Building other than the said Flat allotted to you. All open spaces, lobbies, staircases, terraces shall remain our property till whole property is assigned and transferred to the Society and/ or Apex Body as the case may be as herein mentioned, but subject to the rights, reservations, covenants and easements in our favour as may be provided.
- h. Every Allottee(s) shall be bound to join, subscribe and become member of the Maintenance Association, which will maintain common areas and common facilities of the Project and regular up keep of Project and shall pay monthly maintenance charges to the Maintenance Association as prescribed. The Allottee(s) shall sign and execute the application for becoming a member of the Maintenance Association and sign the copy of bye-laws of the Maintenance Association and shall duly fill-in, sign and return to the Seller within fifteen (15) days of the same being forwarded by the Promoter to the Allottee(s). After the handover of common areas and facilities of the Project to the Maintenance Association, it shall be the sole responsibility of the Maintenance Association, to run and maintain the common areas and common facilities of the Project. The Allottee(s) is aware that until the hand over of the common areas and facilities of the Project to the Maintenance Association in accordance with RERA, the Promoter itself or through maintenance agency shall maintain the common areas and facilities of the Project. The Promoter shall transfer the IFMS to the Maintenance Association without any interest at the time of takeover of common areas and common facilities of the Project to the Maintenance Association.

- i. Proportionate common electric charges and water charges from the date of offer of possession of Unit shall be borne and paid by the Allottee(s).
- j. Allottee(s) agrees that parking space which may be earmarked with the Unit will be treated as a single indivisible unit for all purposes and the Allottee(s) undertakes not to transfer this right in favour of any third party independent of the conveyance, sale, transfer and assignment of the Unit.
- k. We shall have absolute & exclusive right & authority to utilize & consume present F.S.I. and the F.S.I. and/or T.D.R., which will be made available on said property under the Navi Mumbai Disposal of Lands (Amendment ) Regulations 2008, or any other statute applicable to said property and you shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof.
- l. We shall be entitled to sell, assign, mortgage, transfer or otherwise deal with or dispose of all our right, title and interest in the said project including the buildings being constructed thereon as we may deem fit and appropriate and you hereby give irrevocable consent for the same subject to such transaction not prejudicially affecting the rights hereby created in your favor.
- m. In the event of cancellation, notwithstanding our liability to refund the amount as stated herein above, you shall cease to have any right, title, interest and/or claims of any nature whatsoever in said Flat and we shall be entitled to deal with the same in the manner as it deems fit and proper.
- n. That any delay on account of the Authority for issuance of the completion certificate /Occupation certificate shall not be considered as any delay on account of us. The date of applying for the completion certificate/ occupational certificate shall be presumed as the date of possession, we shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate/occupational certificate only.
- o. We have explained you proposed development of the said project and you have completely understood our project and you hereby confirm that you have given unconditional, unqualified and irrevocable consent to us to develop the said property.
- p. The Allottee(s) shall not transfer/assign his allotment of the Unit without prior written permission of the Promoters. Once the Agreement to Sell has been executed, after payment of minimum 30% of the Basic Sale Consideration by the Allottee(s) or period of ten (10) months being elapsed from the date of issuance of Allotment Letter, whichever is later, the Allottee(s) may, provided the Allottee(s) is in compliance of all terms and conditions of the Agreement to Sell, assign / transfer its rights and obligations under the Agreement to Sell or nominate/substitute\ any third person/entity in his place for execution of the conveyance / sale .deed in respect of the Unit . Any such assignment/ transfer/ substitution shall be subject to the Allottee(s) submitting documentary proof as may be required by the Promoters, payment of a transfer / administrative charges of 2% of the Basic Sale Consideration along with all other dues payable by the Allottee(s) to the Promoter till that date and further subject to such terms and conditions as may be imposed by the Promoter. Any such assignment / transfer by the Allottee(s) shall always be subject to applicable laws, notifications/ governmental directions
- q. The said Complex shall always be known, as "JUHI EMPRESSA" and the name of the Apex Body to be formed shall always bear the same name and the name of the Society to be formed shall always bear the same name. This shall not be changed without our written permission.
- r. The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said Unit without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the sanctioned plans, layout plans and specifications of the buildings or the common areas and facilities in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such

consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

**Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of RERA.**

s. Please note, unless amenities, layout, facilities are contained or incorporated in agreement for sale, we will not be bound to provide the same in the project and further reserve, at our sole discretion to make such variations, additions, alterations, deletions, and/or modifications in plan and landscaping or as may be directed by the Competent Authority.

t. You have seen the list of fixture and fitting that would be provided in the said Flat/Office/Shop and after being aware of the same, have agreed to acquire the said Flat/Office/Shop.

u. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, Act, etc. as may be applicable on the Project.

v. The terms and conditions to be mentioned in the Agreement to Sell, shall be in addition to the terms and conditions mentioned herein. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement to Sell, the terms and conditions specified later in the Agreement to Sell, shall supersede the terms and conditions as set out herein.

w. The terms and condition mentioned herein are limited and detailed terms and conditions shall be specified in Agreement to Sell and/or Conveyance Deed to be executed between the Allottee(s) and the Promoters and the same shall be binding on the Allottee(s).

x. The Promoter has irrevocable and undisputable rights to terminate this Allotment Unilaterally, if it deems so that any default or contradiction or actions giving rise to antagonize this Allotment letter, have been committed by the Allottee.

y. That, under such a situation as mentioned supra, the Allottee shall be called upon by way of notice to provide their justification for the non-cancellation of this Allotment Letter and a request to defer such stance of the Promoter.

z. Nevertheless, this does not bind the Promoter herein to cancel this Allotment without providing any reason for the same, and this is duly accepted by the Allottee herein.

aa. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Promoter's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoters and its agents and representatives indemnified and harmless against any loss or damages that the Promoters may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.

bb. This Allotment Letter shall be construed in accordance with the Act, Rules and regulations made thereunder including other applicable Laws of India for the time being in force.

Warm Regards  
For Juhi Habitat Pvt. Ltd.

(Authorized Signatory)