



ALLOTMENT LETTER

Date : 23/06/2023

To,

Mrs. Monika Nilesh Sarade

Mr. Nilesh Amar Sarade

T5/104, Mulberry Bldg, Runwal Garden City,

Phase 2, Balkum Road, Balkum Naka,

Mumbai - 400081

Mobile number 9773040707

Pan Card No.: AJGPJ0899R

Aadhar Card No.: 3954 5730 0139

Email ID: nnsarade@gmail.com

Sub: Your request for allotment of flat no 1102 on 11th floor "A" Wing, in the project known as "AVNEESH IMPERIUM" having MahaRERA Registration No. P51800050853.

Sh/Madam,

I. Allotment of the said unit:

This has reference to your request referred at the above subject. In that regard, We have the pleasure to inform that you have been allotted a 2 BHK Flat No. 1102 admeasuring RERA Carpet area 69.86 sq. mtrs, equivalent to 752 sq. ft. situated on 11th floor in "A" building in the project known as "Avneesh Imperium" having MahaRERA Registration No. P51800050853, hereinafter referred to as "the said unit"; being developed on land available for development admeasuring about 3097.74 sq. meters out of Entire Land admeasuring 5550.6 sq. meters as per property card bearing Survey No.119 Hissa No.8 corresponding of CTS No.1112 situated at Village Mulund (East), Taluka Kurla, District Mumbai Suburban in the Registration District and Sub-district of Mumbai City and Mumbai Suburban situate at Mithaghar Road, (Chafekar Bandu Marg) Mulund (East), Mumbai-400 081 for a total consideration of Rs.1,35,36,000/- (Rupees One Crore Thirty Five Lakh Thirty Six Thousand Only) exclusive of GST, stamp duty and registration charges.

M.S. Sarade
26/06/2023

Corporate Office: 1st Floor, Shree Krishna Tower, Aastik Marg, Near Tambe Nagar, Mulund-West, Mumbai 400 080.

Sales Lounge: Avneesh Imperium, Off 90ft Road, Opp Kelkar College, Mulund-East, Mumbai 400 081.

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2. Allotment of parking space(s):

(i) Allottee have informed the Promoter that he/she/they/it does not require any parking space in said Project. Accordingly, no reservation of parking is made against said Apartment

(ii) Allottee undertakes, assures and guarantees not to claim any parking space in said project in future, nor misnomer objection to use of parking by other Allottees.

3. Receipt of part consideration:

We confirm to have received from you an amount of Rs. 6,70,032/- (Rupees Six Lakh Seventy Thousand Thirty Two Only), of the total consideration value of the said unit as booking amount / advance payment on 25/05/2023, NEFT, 27/05/2023, Cheque No. 035138, 27/05/2023, Cheque No. 035139, State Bank of India & Central Bank of India.

4. Disclosures of information:

We have made available to you the following information namely **AVNEESH IMPERIUM P51800050853**.

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 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 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

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the podium stack 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 podium stack car parking space(s) shall be handed over to you on or before 31/12/2027 (as per RERA) subject to the payment of the consideration amount of the said unit as well as of the 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, 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.

9. **Cancellation of allotment:**

i. In case you desire to cancel the booking an amount mentioned in the Table hereunder written would be deducted and the balance amount due (excluding GST & taxes) 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. No.	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;

M/S. Akshay Housing



4.	after 61 days from issuance of the allotment letter.	2% of the cost of the said unit.
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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.

10. Other payments:

You shall make the payment of GST, stamp duty, registration charges & other 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 11 hereunder written.

11. 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 12.

12. 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.

** In the event the booking amount is collected in stages and if the*

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allottee fails to pay the subsequent stage installment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter, the promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in the Table provided in Clause 9 whichever is less. In the event the amount to be forfeited shall exceed the amount mentioned in the above referred Table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.

- 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, 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 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 12(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.

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13. 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.

14. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

Signature AD Malvankar
Name | Ashutosh Dnyaneshwar Malvankar
(Authorized Signatory to M/s. Akshay Housing)
Email Id: sales@akshayhousing.com
Date:
Place: Mulund



CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this allotment letter and the Annexure. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature MS Sarade
Name Mrs. Monika Nilesh Sarade
Mr. Nilesh Amar Sarade
(Allottee/s)

Date 26/06/2023
Place: Mulund