# PALACIO VENTURES

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Mail: info@theplatinumgroup.co.in

To,

(1) MR. EJAZ AHMED (PAN NO: AEMPA 4734 K) (AADHAAR NO: 9055 5085 4372)

(2) MRS. NASREEN ANJUM, (PAN NO: ATJPA 5532 B) (AADHAAR NO: 9266 2023 5056)

Address: B1/601, SAMRUDDHI, SBI OFFICERS QUARTERS, ROAD NO. 29, NEAR SION FORT, SION EAST, MUMBAI, MAHARASHTRA-400022

EMAIL ID. Ejazsbi.ea@gmail.com

MOBILE NO.

Ejaz Ahmed: 9425373208

Nasreen Anjum: 7470450025

Sub: Your request for allotment of Flat No. 1704 in the Project Known as "PLATINUM PARKSYDE", having MahaRERA Registration No. P52000046110.

Sir/ Madam,

1. Allotment of the Plot:

- (a) The CIDCO Ltd. has, under Scheme "MM-I/05/2019-20" (hereinafter referred to as the said Scheme), invited tenders from various Developers & Builders in order to dispose off the land/s acquired by it or vested into it in accordance with the said Scheme.
- (b) The CIDCO Ltd. has accepted our tender as the highest bidder and accordingly, we are eligible for allotment of a plot under the said Scheme.
- (c) By an Allotment letter dated 27-04-2020, the CIDCO Ltd. has allotted to us a plot being Plot No. 62C, Sector- 30, in Village/ Site Kharghar, Navi Mumbai, admeasuring 1886.74 Square meters or thereabouts (hereinafter referred to as "the said Plot"), for Residential-cum-Commercial purpose, under the said Scheme "MM-I/05/2019-20" for the lease premium and on the terms and conditions as contained in the said Allotment Letter.
- (d) Pursuant thereto, by an Agreement to Lease dated 20-08-2021 executed between CIDCO Ltd. and ourselves, the CIDCO Ltd. has granted in our favour a lease in respect of the said Plot being Plot No. 62C, Sector- 30, in Village/ Site Kharghar, Navi Mumbai, admeasuring 1886.74 Square meters or thereabouts. under Scheme no. MM-I/05/2019-20, for such lease premium and upon such terms and conditions as mentioned in the said Agreement to Lease. The said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. 10233 of 2021 on 25-08-2021.

## 2. Allotment of the Flat:

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 3 BHK Flat bearing No. 1704 admeasuring RERA Carpet area 97.460 sq. mtrs situated on 17th floor in Building /Project known as "PLATINUM PARKSYDE" having MahaRERA Registration No. P52000046110 hereinafter referred to as "the said Flat, being developed on land bearing Plot No. 62C, Sector- 30, in Village/ Site Kharghar, Navi Mumbai, admeasuring 1886.74 Square Meters for a total consideration of Rs. 2,18,40,500/- (Rupees Two Crore Eighteen Lakh Forty Thousand & Five Hundred Only) exclusive of GST, Stamp Duty and Registration charges.

## 3. Allotment of parking space(s):

Further we have the pleasure to inform you that you have been allotted along with the said Flat, one car parking slot at Podium level on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

## 4. Receipt of part consideration:

We confirm to have received from you an amount of Rs. 5,00,000/- (Rupees Five Lakh Only).

DATE	Name of bank/ RTGS/NEFT	Cheque no.	AMOUNT
09/08/2024	State Bank of India	369479	Rs. 5,00,000/-

## 5. Disclosures of information:

We have made available to you the following information namely:

- i)We, through our Architect, ATUL PATEL, having his Office address 1209, The Landmark, Plot no. 26A, Sector 7, Kharghar, Navi Mumbai 410 210, has prepared and submitted to CIDCO Ltd. and other authorities the initial building plans, specifications and designs for the said Plot by presently utilizing the part permissible FSI, by proposing to construct Building/s consisting of Ground + Upper Floors on the said Plot. The CIDCO Ltd. has sanctioned the building plans, specifications and designs submitted by us and granted its Development permission and Commencement Certificate, vide its letter dated 12-05-2022, having reference no. CIDCO/BP-18002/TPO(NM)/2021/9392, to construct a Building comprising of Ground + Upper Floors on the said Plot.
- ii) Subsequent thereto, upon our application, the CIDCO Ltd. has issued a Corrigendum dated 24-05-2022 wherein as required by us, the number of commercial units have been revised/amended as mentioned in the said Corrigendum.

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- iii) We have also appointed "M/S A.G.GOKHALE & ASSOCIATES", as RCC Consultants and have entered into standard Agreement for carrying out the construction of the said Building/s.
- iv) However, as per the new Unified Development Control and Promotion Regulation (UDCPR) which has already come into effect from 03/02/2020, an additional FSI is available over & above the present base FSI available on the said Plot and the computation of total FSI that shall be permissible for construction on the said Plot is done as per the provisions of UDCPR. Accordingly such additional FSI shall be utilized by us by constructing additional Flats/ Shops / Floors/Wings in the said Building, Accordingly, upon our applying and paying the additional lease premium payable for obtaining the additional FSI, the CIDCO Ltd., by its letter dated 03-02-2022, has granted NOC to consume the additional FSI by way of additional premium FSI and additional ancillary FSI on the said Plot as per UDCPR, 2020. Thus, the Base FSI together with the additional premium FSI and additional Ancillary FSI permissible to be utilized on the said Plot under UDCPR, 2020 aggregates to 5518.714 Sq. meters. In addition to the said FSI of 5518.714 Square meters, we are entitled to utilize the enhancement of base FSI of 0.1 and additional TDR as well as additional premium FSI available (as in Corporation area) along with proportionate additional Ancillary FSI as shall be permissible and granted by CIDCO Ltd. (hereinafter referred to as the "Total Permissible FSI).
- v) At present, the Promoters have presently obtained the Commencement Certificate for the permissible area of 4249.100 Square Meters for the said Project on the said Plot. To utilize the said Total Permissible FSI on the said Plot as per CIDCO Policy and as mentioned in the said Letter dated 03-02-2022 issued by CIDCO Ltd., we, through our said Architects, shall submit the revised building plans in respect of the said Plot by utilizing the Total Permissible FSI, for eventually constructing a Building with Ground + such upper Floors as shall be permissible on the said Plot (hereinafter referred to as the said Entire Layout) by utilizing the full potential of the said Plot either by (i) Base FSI together with the (ii) additional premium FSI, (iii) additional Ancillary FSI permissible, (iv) enhancement of base FSI of 0.1 and (v) additional TDR as well as (vi) additional premium FSI available (as in Corporation area) along with (vii) proportionate additional Ancillary FSI that shall granted by the CIDCO Ltd. on the said Plot and obtain the Amended Commencement Certificate for utilizing such additional FSI and/or TDR on the said Plot.
- vi) The said Commencement Certificate 12-05-2022 read with Corrigendum dated 24-05-2022, 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.

vii)The website address of MahaRERA is https://maharera.mahaonline.gov.in/#

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## 6. Encumbrances:

We hereby confirm that the said Flat is *free* from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the Flat subject to the rights of Axis Finance Limited under the said Deed of Mortgage dated 18/07/2024 executed between Axis Finance Limited (therein referred to as the Mortgagee) and the Promoters herein. The said Deed of Mortgage is registered with Sub Registrar of Assurances under Serial No. PVL4-13100-2024 dated 18/07/2024.

## 7. Further payments:

Further payments towards the consideration of the said Flat and the applicable GST charges shall be made by you, in the manner and at the times as well as on the terms and conditions as per the mutually agreed payment schedule between ourselves and yourselves which is attached herein and marked as Annexure "A".

## 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 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;		
2	within 16 to 30 days from issuance of the allotment letter;	1% of the cost of the said Flat.	
3	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said Flat.	
4	after 61 days from issuance of the allotment letter.	e2% of the cost of the said Flat.	

ii. In the event the amount due and payable referred in Clause 10 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 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 11 hereunder written.

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## 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 Clause12 hereunder.

## 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 six months from the date of issuance of this letter or within such period as may be communicated to you.
- 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 mentioned 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 six month, 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 Flat 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.

## 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 Flat thereafter shall be covered by the terms and conditions of the said registered document. Allotment and is subject to the payment of each of the installments of the said consideration within the stipulated period as mentioned in the Payment Schedule annexed herein and marked as Annexure "A". This Allotment Letter is valid till six months from the date of issuance of this letter and before the expiry of this Allotment, you shall pay the Stamp Duty on the Agreement for Sale for the said premises that shall be executed and registered under the provisions of Real Estate (Regulation and Development) Act, 2016, the copy of the said Agreement for Sale has been handed over to you. After paying the Stamp Duty on the said Agreement, you shall intimate us about the time and place of the Sub Registrar Office where you intend to get the same registered. You have also agreed to pay the registration charges on the said Agreement for Sale. In case, if you fail to get the said Agreement for Sale executed and registered within six months from the date of issuance of this letter, this Allotment shall automatically stand cancelled and terminated and the amount paid by you under this Allotment Letter shall stand forfeited. All the terms and conditions mentioned in the said Agreement for Sale for the said premises shall be final and binding upon you.

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## 14. User:

You will use the said premises strictly for the Residential purpose. No change of user shall be permitted.

## 15. Third Party rights:

You agree that you shall not transfer the benefits of this reservation without our previous written consent. We may give such consent only upon payment of all the dues payable by you to us under this provisional reservation and on payment of transfer charges as may be decided and fixed by us.

## 16. Miscellaneous:

- a. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said Project.
- b. You agree not to claim any right, title or interest in the said Flat or the said Plot till the entire consideration amount of the said Flat as shall be set out in the Payment Schedule annexed to the Agreement for Sale and the entire contribution and other payments payable by you are paid in full and you are accepted as the member/s of the Society that shall be formed.
- c. We shall have a first lien, charges etc., in respect of any amount remaining unpaid under this Reservation Letter.

## 17. Headings:

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

18. You have, in token of your having accepted the aforesaid, agreed to sign at the foot of this Letter.

Signature

Name: MR. JIGNESH VIRCHAND VISARIA

Date: 09/08/2024

## 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.

Date: 09/08/2024

Name:

(1) MR. EJAZ AHMED

(2) MRS. NASREEN ANJUM

# PAYMENT SCHEDULE: ("ANNEXURE - A")

The said consideration of Rs. 2,18,40,500/- (Rupees Two Crore Eighteen Lakh Forty Thousand & Five Hundred Only) along with the applicable GST shall be paid by the Purchaser/s to the Promoter as per the following scheduled manner.

SR. NO.	PARTICULARS	AMOUNT	GST AMOUNT
1.	On Booking of the Flat	Rs. 5,00,000/-	Rs. 25,000/-
2.	In The Month of August'2024	Rs. 38,68,100/-	Rs. 1,93,405/-
3.	Being the balance considering amount to be paid on a notice that the said flat is ready for use	Rs. 1,74,72,400/-	Rs. 8,73,620/-
	Total Amount	Rs. 2,18,40,500/-	Rs. 10,92,025/-

Note: GST Charges are subject to change as per the government policy. Currently on under construction projects applicable GST charge is 5%.

