

DRAFT /WITHOUT PREJUDICE**ALLOTMENT LETTER**

Date: _____

To,

Name of Allottee :- _____

Address of Allottee :- _____,
_____,

Email Id of Allottee :- _____

Contact Number :- _____

Ref:- 1) Allotment of Apartment No. _____ admeasuring about _____ sq. fts. in RERA carpet area (equivalent to _____ sq. mtrs. in carpet area) and balcony area admeasuring about _____ sq. mtrs. on _____ floor in _____ Wing, in the proposed new Building known as “**Satra One**”, on the plot of land bearing CTS Nos.217A (part), admeasuring about admeasuring about 1090.24 sq. mtrs. as per Lease Deed dated 26.12.1990 and 1035.66 sq. mtrs. as per proposed layout being lying and situated at New Shastri Nagar Road No.2 Goregaon (West), Mumbai – 400 104, in the Registration District of Borivali and District Mumbai Suburban.

2) _____ Car parking space in mechanical parking tower

Sir/Madam,

1. With reference to the personal meeting held with our representative, in respect of your (hereinafter referred to as “the Allottee”) request to allot the above Apartment admeasuring about _____sq.ft. in RERA carpet area (equivalent to _____ sq. mtrs. in RERA carpet area) on _____ floor of the proposed new building known as “**Satra One**”, on the plot of land bearing CTS Nos.217A (part) admeasuring about admeasuring about 1090.24 sq. mtrs. as per Lease Deed dated 26.12.1990 and 1035.66 sq. mtrs. as per proposed layout being lying and situated at New Shastri Nagar Road No.2 Goregaon (West), Mumbai – 400 104, in the Registration District of Borivali and District Mumbai Suburban, by us, i.e. “**Bleu Noir Infrastructure Development Pvt. Ltd.**”, having registered office at the above address (hereinafter referred to as “**the Promoter**”).
2. By Agreement for Redevelopment dated 13.9.2019 read with First Supplemental Agreement to the Agreement for Redevelopment dated 14.10.2021 executed between said “Lenyadri Co-Operative Housing Society Limited”, (therein referred to as “the society”) of the one part and the Promoter herein (therein referred to as “the Developer”) of the other part,

the said society has granted the re-development rights to the Promoter herein, in respect of plot of land bearing CTS Nos.217A (part) admeasuring about admeasuring about 1090.24 sq. mtrs. as per Lease Deed dated 26.12.1990 and 1035.66 sq. mtrs. as per proposed layout being lying and situated at New Shastri Nagar Road No.2 Goregaon (West), Mumbai – 400 104, in the Registration District of Borivali and District Mumbai Suburban, read with MHADA NOC dated 12.10.2021 bearing no. CO/MB/REE/NOC/F-1097/2512/2021 to the extent of BUA 4,906.98 sq. mtrs. (towards existing BUA : 1,588.80 sq. mtrs. and additional BUA : 3,318.18 sq. mtrs. (Comprising for residential 3,148.18 sq. mtrs. and 170 sq. mtrs. for commercial users), at the consideration and upon certain terms and conditions, as recorded therein. However, the Developer/Promoter has agreed with the Society to utilize the sanctioned FSI for residential user only and not for commercial one and in that regards, requisite sanction will be obtained from MHADA in due course.

3. On 29.10.2021, Executive Engineer/B. P. Cell (W.S.) Greater Mumbai, MHADA has issued Building Permission for the proposed redevelopment of existing building of the society and approved the building/work proposed to be erected or executed and thereby initiated the society under section 45(1)(ii) of MRTP

Act, 1966 by issuing Intimation of Approval (IOA) bearing no. MH/EE/BP Cell/GM/MHADA -53/923/2021 read with amended IOA dated 10.12.2021.

4. On 16.12.2021, Executive Engineer/B. P. Cell (W.S.) Greater Mumbai, MHADA has issues Commencement Certificate bearing no. MH/EE/(BP)/GM/MHADA-53/923/2021.
5. The copies of the sanctioned plans and specifications of the Apartment agreed to be purchased by you as proposed by the Promoter has been seen and verified by your utmost satisfaction.
6. You have requested us to allot the Apartment above referred. This is to confirm that your request has been considered favorably for allotment of the above referred Apartment at the lumpsum consideration of Rs. _____/-(Rupees _____ Only) (hereinafter referred to as "**the purchase consideration**") to be paid in the following manner;

Sr. No.	Stage	Amount in Rs.	% of Total Consideration
i)	Earnest Money		
ii)	On or before execution of the Agreement for Sale		
		Not exceeding 10% of purchase consideration	
iii)	On completion of the Plinth of the building or wing in which		

	the said Apartment is located		
		Not exceeding 45% of purchase consideration.	
iv)	On Completion of the First Slab of the proposed building or wing in which the Apartment is located.		
v)	On Completion of the Fourth Slab of the proposed building or wing in which the Apartment is located.		
vi)	On Completion of the Seventh Slab of the proposed building or wing in which the Apartment is located.		
vii)	On Completion of the Tenth Slab of the proposed building or wing in which the Apartment is located.		
viii)	On Completion of the Thirteenth Slab of the proposed building or wing in which the apartment is located.		
ix)	On Completion of the Fifteenth Slab of the proposed building or wing in which the Apartment is located.		
x)	On Completion of the Eighteenth Slab of the proposed building or wing in which the Apartment is located.		
xi)	On Completion of the Twentieth Slab of the proposed building or wing in which the Apartment is located.		
xii)	On Completion of the Twenty First Slab of the proposed building or wing in which the Apartment is located.		
xiii)	On completion of the Sanitary fittings of the said Apartment		
		Not exceeding 80% of purchase consideration.	

xiv)	On completion of the external plumbing and external plaster, with waterproofing, of the building or wing in which the said Apartment is located		5%
		Not exceeding 85% of purchase consideration.	
xv)	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain etc.		10%
		Not exceeding 95% of purchase consideration.	
xvi)	At the time of handing over of the possession of the Apartment to the Allottee or on receipt of occupancy certificate, whichever is earlier		5%
	Total		<u>100%</u>

7. The above purchase consideration is inclusive of allotment, being incidental, at your request for _____ car parking space in mechanical car parking tower and this Allotment for car parking needs to be confirmed/ratified by the Society, after obtaining occupation certificate and handing over charge of the reconstructed building.
8. The aforesaid consideration is excluding Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST)) and Cess and/or any other similar taxes which may be levied, in connection with the construction of and carrying

out the transaction, up to the date of handing over the possession of the said apartment, including all increase and/or addition/s thereon or any other taxes as may be applicable from time to time in respect of this Allotment/transaction mentioned herein, shall be borne and paid by you alone, separately.

9. You are aware that TDS is applicable on transfer of immovable property, wherein the consideration of the property exceeds or is equal to Rs.50 Lakhs and therefore as per section 194 IA of the Income Tax Act, 1961 for all such transactions with effect from June 1, 2013, TDS @ 1% should be deducted paid by the purchaser of the property at the time of making payment of sale consideration and submit copy of challan/s to us, within the period of one month from the end of the quarter of the Tax Deduction at Source.

10. RERA Carpet area of the said apartment is _____ sq. mtrs. (equivalent to _____ sq. fts. in RERA carpet area) and balcony area admeasuring about _____ sq. mtrs as defined under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as “**the said Act**”) **means** the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah

area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment.

11. You have been clearly explained and having understood that time set out hereinabove for payment is essence of the contract. You have agreed to make the payment within the stipulated time as mentioned hereinabove, failing which the Promoter shall be entitled to terminate this allotment and forfeit the earnest money paid in terms of this letter after giving 15 days prior written notice and on refund of the balance amount received till then, in such an event, it shall be presumed that the Promoter has deemed to have discharged our obligation to refund the balance amount to you, irrespective of the fact whether such cheque issued in your favour has been put up for encashment or not. In such an event, the Promoter shall be at liberty to deal with the above Apartment in such manner as the Promoter may deem fit, without any reference or recourse to you.
12. You shall make the aforesaid payment by Payees Account cheque in the name the Promoter and the time stipulated herein shall always been considered as an essence and in the event of

default/delayed payment, you shall be liable and/or responsible to bear and pay interest on such defaulted amount for the delayed period, as specified in the said Act read with rules and regulations made thereunder.

13. You are aware that as per provision of the said Act, the Promoter needs to deposit the amount/consideration received from the Allottee in separate designated bank account and therefore in spirit of the said Act and with a view to avoid any dispute on the issue, you shall pay the amount as agreed, of any installment due and payable by you by cheque/ RTGS, etc and of which the amount shall then be bifurcated into 70% and 30%.
14. Within period ____ days from the date hereof and on payment of ____/10 % of the total consideration of the said Apartment and on receipt of written intimation, you shall come forward and agree and undertake to sign, execute and register the Agreement for Sale of the said Apartment, containing the detailed terms and conditions for the sale of the said Apartment, as per the format being uploaded on RERA website, draft of which has been perused by you and contents of the same has been approved by you and hence in future you shall not raise any objection to the letter and contents of the Agreement.

15. On execution of the said Agreement for Sale, the allotment letter shall stand ipso facto merged into the Agreement and thereafter this Allotment letter will not be read in isolation.
16. Despite receipt of written intimation calling upon you to execute and register the Agreement for Sale for the said Apartment, if you are not coming forward to execute and to register the Agreement for Sale for said apartment, within a stipulated period of 30 days from the date of the said written intimation, then allotment letter will be automatically cancelled/terminated and after deducting Rs._____/ - (Rupees _____ only) (hereinafter referred to as “agreed lumpsum damages”), all the amount paid by you (excluding the amount paid by you as earnest money, amount towards taxes, brokerage charges etc.) shall be refunded (after allotment of above referred flat to the new allottee), by cheque, without any interest thereon, irrespective of the fact, whether such cheque issued in your favour has been put up for encashment or not and there after the Promoter is entitled to sell/allot the said Apartment to any third person, without any reference to you and you shall not raise any objection and waive your right to make any claim in respect thereof.

17. Possession of the said apartment shall be handed over on _____. On or before delivery of possession of the said Apartment, you have agreed to pay/deposit with the Promoter, various amounts referred in draft Agreement for Sale, which are in addition to aforesaid lumpsum consideration and you will not raise any objection for the same.
18. You shall be entitled to raise a loan to make balance payment, but the same shall be after execution of Agreement for Sale and not prior thereto. The Promoter shall be entitled to raise finance for carrying out and completing the work of the proposed building. However, the Apartment being allotted in terms of this letter shall not be affected.
19. Any communication, including notices for intimation for execution of Agreement, Registration of Agreement, demand notices and any other communication pertaining to the Said Apartment, will be forwarded to your E-mail ID as given by you. i.e. _____ and your above mentioned address. You undertake to intimate the Promoter immediately in the event of any change in your E-mail ID and/or address.
20. You have taken inspection of all the documents of title and having after fully satisfied through your legal Advisor, relating to the said land and the plans, designs and specifications prepared

by the Architect and such other documents as specified under the said Act and the Rules and Regulations made thereunder and has/have verified all the above referred documents and having fully satisfied with our entitlement being the Promoter to develop the Sale Building, have/has agreed to acquire the aforesaid apartment and hence you shall not be entitled to raise any requisitions and/or objections as regards the entitlement of the Promoter to construct the above building and/or any requisitions or objections pertaining to the title.

21. We have agreed to pay stamp duty payable on the Agreement for Sale, on your behalf, provided this Allotment letter is not terminated in terms hereof. Notwithstanding what is recorded herein, in the event, if you decide to terminate this Allotment letter, in that event, amount paid by you shall stand forfeited and we shall be entitled to allot above referred flat to the new allottee, without any reference to you, in any manner. However, registration charges and other miscellaneous charges viz; photocopy, scanning etc. to be incurred on registration of documents on Agreement for Sale of the said Apartment, shall be borne and paid by you.
22. You shall fill up necessary form/application to become a member of the Lenyadri Co-Operative Housing Society Limited

(hereinafter referred to as “the said society”), who has granted the development rights to the Promoter to develop the said property read with NOC issued by MHADA.

23. You shall fulfill and comply the observations, rules and regulations that may be from time to time framed by the said Society.
24. You shall have a right only in respect of the Apartment abovementioned and all other built up area or otherwise including open space and/or any rights in the form of FSI including additional FSI etc. shall always belongs to the Promoter/Society (in terms of Agreement for Redevelopment dated 13.9.2019 read with First Supplemental Agreement to the Agreement for Redevelopment dated 14.10.2021 executed by the Society), who shall be entitled to consume such FSI or other benefits, which may be available in accordance with the Rules and Regulations and the Policy framed by Government of Maharashtra, MHADA, Municipal Corporation of Greater Mumbai, etc. and you shall not have any claim nor you shall raise any objection.
25. You have perused the draft, Agreement for Sale being executed and hereby agree and undertake not to raise any objection in any manner, otherwise, the Promoter shall be entitled to

terminate this arrangement of allotment and refund the amount after forfeiting the amount paid by you under, this Allotment without any interest and in such an event, you shall have no claim of whatsoever nature against us or in respect of the said Apartment, pending execution of the Agreement for Sale and hence this letter of Allotment has been addressed to you.

26. You have confirmed that this Letter of Allotment supersedes previous writing/s and document/s, if any, exchanged/ executed between us in respect of this transaction and that only this Letter of Allotment constitutes the entire understanding /arrangement arrived at between the parties hereto for sale of the Said Apartment.
27. You shall be further liable and responsible to bear and pay and/or reimburse all future statutory taxes, dues, levies and duties by whatsoever name called and/or of whatsoever nature including, but not limited to GST, cess etc. levied/charges by the State and/or Central Government or any other Competent Authority and you hereby agreed to indemnify and shall always kept indemnified against us.
28. You shall not have any right or authority to assign or transfer the right under this letter, to any other person, without our consent in writing.

29. You are requested to go through this allotment minutely and in the event, if you are agreeable, please confirm the same. The contents of this letter shall be binding upon your heirs, legal representatives, executors and administrators.
30. As a token of your confirmation to the above terms and conditions please sign this allotment letter.

Yours truly,
For Bleu Noir Infrastructure Development Pvt. Ltd,

(Director/Authorized Signatory)

I/We hereby agree and confirm the arrangement recorded in this letter.

(Allottee)

Receipt

Received of and from the withinamed Allottee Mr./Mrs./M/s._____ a sum of Rs._____-/- (Rupees _____Only) as and by way of earnest money/installment towards allotment of Apartment No. _____, _____ wing, on _____ floor of the proposed new building known as “**Satra One**” on the plot of land bearing CTS Nos.217A (part) admeasuring about admeasuring about 1090.24 sq. mtrs. as per Lease Deed dated 26.12.1990 and 1035.66 sq. mtrs. as per proposed layout being lying and situated at New Shastri Nagar Road No.2 Goregaon (West), Mumbai – 400 104, in the Registration District of Borivali and District Mumbai Suburban.

Cheque No	Date	Drawn on	Amount (Rs.)
		Total	

Mumbai, Dated this ____ day of _____, 202_.

We say received
For Bleu Noir Infrastructure Development Pvt. Ltd,

(Director/Authorized Signatory)