

Allotment Letter

No. _____

Date: _____

To,
Mr./Mrs./Ms.
.....
.....
Pan Card No.....
Aadhar Card No.....
Email ID
Mobile No.

Sub: Your request for earmarking of Apartment no. ____ on the ____ floor of the building known as 'Bachraj Legend Wing ABC' with the benefit of the use of ____ vehicle parking space/s as an amenity thereto ("**Vehicle parking Space/s**"), proposed to be constructed on the portion of the land bearing Survey No. 24B, Hissa No. 4, admeasuring 7200.50 Square Metres, situate, lying and being at Village Dongre, Taluka Vasai, District Palghar ("**Project Land**") in the project known as 'Bachraj Legend' having MahaRERA registration no. ("**Project**").

Sir/Madam,

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

This has reference to your request referred at the above subject for allotment in your favour the Apartment, that is, the proposed residential flat no. ____, planned to admeasure approximately ____ square metres RERA carpet equivalent to ____ square feet area on the ____ floor of the building known as "Bachraj Legend Wing ABC", being Wing ____ of the proposed building (as per approvals) ("**Project Building**"). In that regard, we have agreed to allotted in your favour the Apartment on the terms and conditions to be recorded in the Agreement for Sale to be executed between yourself and ourselves, a proforma whereof is annexed hereto and marked Annexure 'A' ("**Proposed Agreement**").

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

As an amenity attached to the Apartment, we have allotted the Vehicle parking Space/s, that is, _____ covered parking spaces in the Project Building on the terms and conditions to be recorded in the Agreement for Sale to be execute between yourself and ourselves. The location and the identification number of the Vehicleparking Space/s will be notified to you in terms of, and as provided in, the Proposed Agreement.

3. **Purchase Price; Receipt of Booking Amount; Other payments:**

- A. The present purchase price payable by you in respect of the Apartment is Rs. _____/- (Rupees _____ Only) (“**Purchase Price**”) (less tax deducted at source, in accordance with the applicable provisions of the Income Tax Act, 1961), and payable as per the schedule of payment set out in **Annexure ‘B’** hereto.
- B. For provisionally earmarking of the Apartment, you have deposited (interest free) with us, sum of Rs..... (Rupees Only) being% of the total Purchase Price (“**Booking Amount**”) as booking amount / advance payment plus goods and services tax (“**GST**”) thereon..... On your confirming your agreement with the terms and conditions hereof, and your ultimately executing and registering the Proposed Agreement in respect thereof, the Booking Amount will be adjusted by us towards the Purchase Price in respect of proposed allotment and sale of the Apartment.
- C. All taxes including GST and any further increase in the sameand/or any new tax, cess, duty or levy and any other like taxes/ imposts/ impositions, whether applicable/payable now or which may be applicable, levied, or payable in future, by the Central and/or State Government or any local, public or statutory authorities or bodies, in respect of the said Apartment, and/or the proposed transaction, and/or the Purchase Price, and/or in respect of the duly constructed Apartment, and/or by virtue of any notification, order, directive of any court of law, tribunal, and/or by virtue of any amendment to any law or rules framed thereunder and/or any new law enacted or rules framed thereunder, and whether with retrospective or prospective effect, as the case may be, shall be borne and paid by you alone.
- D. In addition to the Purchase Price and taxes and other liabilities referred herein, you shall be liable to bear and pay maintenance charges, deposits, corpus fund, infrastructure and development charges, common amenities charges, deposits and charges for electricity, piped gas, water meter connections, legal charges, stamp duty, registration charges, membership charges of the Society, and for the purchase and acquisition of the requisite shares thereof, within 30 days from the date of any demand/s made by us.
- E. Time for payment of all instalments of the Purchase Price, deposits and other charges, shall be of the essence, and any delay in payment will attract interest at the State Bank of India highest marginal cost of lending rate (MCLR) plus two per-cent per annum prevailing as on date hereof, until the Proposed

Agreement is executed, and in respect of installments payable on and after the date of execution of the Proposed Agreement, the aforesaid rate of interest prevailing as on the date of execution of the Proposed Agreement. Payments received by us, will first be applied towards applicable interest and other dues (including GST if any), and the balance, if any, appropriated towards instalments of the Purchase Price. Further, if any payments, without the aforesaid interest, are accepted by us, the same shall not be a waiver of your liability to pay such interest as aforesaid.

4. **Disclosures of information:**

a. We have disclosed to you the scheme of development of the Project Land and details of the Project, including but not limited to, the following matters, that is:

- (i). One proposed multi-storied residential building to be known as “Bachraj Legend ” having four wings, that is, Wing A, Wing B, Wing C and Wing D (hereinafter referred to as “**Residential Building**”) will be developed and constructed upon the Project Land in two phases, that is: (a) Phase 1 – comprising the development and construction of the Project Building having Wing A, Wing B and Wing C of the Residential Building and (b) Phase 2 – comprising the development and construction of Wing D of the Residential Building.
- (ii). The Project Building will have all flats and car-parking spaces and areas therein and attributable thereto having approximately 168829 square feet (RERA carpet area) and Wing ‘D’ will have all flats and car-parking spaces and areas therein and attributable thereto having approximately 65722 square feet (RERA carpet area)
- (iii). The Residential Building will have a common podium for the Project Building (that is, Wing ‘A’, Wing ‘B’ and Wing ‘C’) and Wing ‘D’;
- (iv). As per the scheme of Development, the presently approved layout is going to be amended upon having sanctioned the amended plan by VVCMC for Built up area admeasuring 32,932.99 Sq. Mtrs. In the event the plan is amended, the allottee shall be required to sign resolution / consent / NOC.
- (v). The Apartment which is the subject matter of this Letter forms a part of the Jointly Owned Premises which are jointly owned and held by the Promoter and the Co-Promoter. Accordingly, the Promoter and the Co-Promoter are jointly executing this Letter in respect of the earmarking in your favour the Apartment on the terms and conditions recorded and contained herein

b. 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 may avail of, in future, financial assistance from any persons, bank/s and/or financial institution/s, against *inter-alia* the Apartment and/or the Vehicle parking Spaces. Such security interest/s created over the Apartment, and/or the Vehicle parking Spaces will be released, at its respective costs, from time to time, but in any event, on or before passing of title to the entity to be formed of all purchasers and allottees of flats and units in the Project. If the Proposed Agreement is executed, then the necessary NOC shall be obtained by us in respect of the Apartment.

6. **Further payments:**

Further payments towards the consideration of the said Apartment as well as of the Vehicle 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:**

It is anticipated that the Project will be undertaken, and completed by December, 2027, in normal circumstances, and subject to force majeure conditions and circumstances, and delays in respect of obtaining any permissions, approvals, remarks, nocs, orders, sanctioned plans, etc. from concerned Government authorities which is beyond our control.

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 the event of any failure, breach and/or default, by you, of any of the terms and conditions hereof by you, including any delay in payment by you of any instalment/s of the Purchase Price, and/or other charges, liabilities or taxes payable by you herein, we will give you fifteen (15) days' notice to remedy such failure, breach, or default. In case you fail to remedy and cure such failure, breach, or default within the aforesaid period of fifteen (15) days' notice period then we will be fully and freely entitled (but not obliged) to forthwith unilaterally terminate and/or cancel this Allotment Letter and the provisional earmarking herein, without any further reference and/or notice to you and deduct the amounts

specified in the table herein below, and refund to you (or at our sole option to the bank/ financial institution/ financier from whom you have availed of a housing loan) the net balance amounts paid by you upto the date, if any of termination within forty-five (45) days from the date of termination. On termination, the Promoter shall be free to deal with the Apartment, and the Vehicle parking Space/s in any manner, as the Promoter may deem fit, without any reference to you.

Sr. no.	If the letter requesting to cancel the booking is received	Amount to be deducted
1.	Within 15 days from issuance of Allotment Letter	Nil
2.	Within 16 to 30 days from issuance of Allotment Letter	1% of the cost of the said Apartment
3.	Within 31 to 60 days from issuance of Allotment Letter	1.5% of the cost of the said Apartment
4.	After 60 days from issuance of the Allotment Letter	2% of the cost of the said Apartment

- ii. In the event we fail or neglect to refund the amounts paid by you till termination (less the amounts mentioned in the table above) within 45 days from the date of termination of this Allotment Letter, then you will 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 (MCLR) plus two percent.

10. **Other payments:**

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payment as more specifically mentioned in the Agreement for Sale, the proforma whereof is enclosed herewith in terms of paragraph 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 you 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 paragraph 12 below.

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 Office of the Sub-Registrar within a period of 2 months from the date of issuance of this Allotment 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 Office of the Sub-Registrar within the stipulated period of 2 months from the date of issuance of this Allotment 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 Apartment and the balance net amount if due and payable shall be refunded without interest within 45 days from the date of expiry of the said 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 net amount with interest calculated at the rate which shall be the State Bank of India highest marginal cost of lending rate (MCLR) plus two percent.

13. **Validity of allotment letter:**

The 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 Apartment thereafter, shall be covered by the terms and conditions of the said registered Agreement for Sale.

14. **Headings:**

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

15. This writing is merely an acknowledgement of an earmarking of the Apartment and the Vehicle parking Space/s (as an amenity thereto) on the terms hereof, and is not, and shall never be deemed to be, and does not purport to be, an agreement for sale/purchase of the Apartment, or Vehicle parking Space/s by us, to you.

16. This Allotment Letter shall cease to operate and cease to have effect either upon its cancellation or termination, or upon the execution and registration of the Proposed Agreement in respect of the Apartment, whichever is earlier.

17. All notices and other communications to be given under this Allotment Letter shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the following address. Change in your address/email, if any, to be communicated by you in writing to us:

To: _____

Address: _____

E-mail: _____

As regard to us, all notices, intimations correspondence and other communications, shall be addressed by you to it at its registered office address and alternate address as mentioned in this Allotment Letter and/or by e-mail, at the e-mail address mentioned below.

To: Promoter-Developer
Messrs. Bachraj Developers
Address: Bachraj Developers, D Block,
1st floor, Shri Sitaram Sadan,
276 Shamaldas Gandhi Marg,
Mumbai 400 002

E-mail: accounts@bachraj.com

To: Co-Promoter
Messrs. Dattakrupa Developers
Address: Niwas', Veer Savarkar Marg,
Virar (East), Thane 401 303

E-mail: akshaykondkar@gmail.com

18. By countersigning this Allotment Letter you bind yourself to all the terms and provisions hereof, and also agree, acknowledge, accept and confirm that you have accepted all facts, disclosures, terms and conditions set out herein, and undertake not to raise any objection in respect thereof under any circumstances.

For Promoter-Developer,
Messrs. Bachraj Developers,
by its authorized partner,
Mr. _____
in the presence of

For Co-Promoter,
Messrs. Dattakrupa Developers
by its duly constituted attorney

Messrs. Bachraj Developers,
through its authorized partner,
Mr. _____
in the presence of

CONFIRMATION & ACKNOWLEDGMENT

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 _____
Name _____

Date: _____
Place: _____

Annexure 'A'
(Proforma Agreement for Sale)

Annexure – B
Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Podiums	
3.	Plinth	
4.	Stilt	
5.	Slabs of super structure	
6.	Internal walls, internal plaster, completion of floorings, doors and windows	
7.	Sanitary electrical and water supply fittings within the said Apartment	
8.	Staircase, lift wells and lobbies at each floor level overhead and underground water tanks	
9.	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	

10.	Installation of lifts, water pumps, firefighting fittings, and equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound well and all other requirements as may be required to complete project as per specifications in agreement for sale, any other activities.	
11.	Internal roads & footpaths, lighting	
12.	Water supply	
13.	Sewage (chamber, lines, septic tank, STP)	
14.	Storm water drains	
15.	Treatment and disposal of sewage and sullage water	
16.	Solid waste management & disposal	
17.	Water conservation / rain water harvesting	
18.	Electrical meter room, sub-station, receiving stations.	
19.	Others	

Messrs. Bachraj Developers

Authorized Signatory

Messrs. Dattakrupa
Developers

by its duly constituted
attorney

Messrs. Bachraj Developers,

Authorized Signatory

Promoter (s)