

ALLOTMENT LETTER

Date:

No.

To,
Mr./ Mrs./Miss./M/s. _____

Sub: Allotment of Apartment No. ____ on ____ floor, situated in the building Named as " _____", being constructed as Residential Cum Commercial Building, on part parcel of land admeasuring approx. _____ as Phase -I, out of total layout admeasuring 53,200 sq. mtrs. situated at Plot No. 3, 4 & 4A, Sector 30/31, at C.B.D. Belapur Node, Navi Mumbai, Taluka & District Thane, (hereinafter referred to as 'the said property')

Dear Sir/Madam,

1. We are developing "**Bhumiraj Hills**" project at Plot Nos. 3, 4 & 4A, Sector - 30/31, C.B.D Belapur, Navi Mumbai.
2. Total area of project land is **53,200** Sq.meters. We are developing project in multiple phases.
3. First phase : Area _____ Sq. meters (_ Towers are getting Registered Herewith) as Residential Cum Commercial Buildings.
4. Other phases : Remaining FSI Area of _____ Sq. meters (Future phases will be registered as and when plans will be sanctioned by competent authorities)
5. We have leasehold rights of the land admeasuring 53,200 sq. mtrs. situated on Plot No. 3, 4 & 4A, Sector 30/31, at C.B.D. Belapur Node, Navi Mumbai, Taluka & District Thane, allotted by CIDCO LTD. Navi Mumbai vide their Tripartite Agreements dated 11/09/2008, 19/06/2008 & 04/05/2009 respectively r/w letter dated 26th May, 2017, bearing No.CIDCO/ESTATE/12.5%/WAGHIVALI-1/2017/19851 for change of name from earlier Licensee to the name of the present Licensee.
6. We have obtained the sanctioned plans from time to time in respect of the said property from the Navi Mumbai Municipal Corporation and the said Corporation has granted amended Commencement Certificate in respect for____

(____) Buildings vide Commencement Certificate under reference No. NMMC/TPO/BP-A-9183/2288/2018 dated 02/06/2018.

7. Initially, for the purpose of this allotment, the amended plan sanctioned by the Corporation vide Commencement Certificate under reference No. NMMC/TPO/BP-A-9183/2288/2018 dated 02/06/2018, we intend to construct____ (____) Buildings viz. Building Names. _____ comprising of Stilt plus 10 Upper Floors. However, as per provisions of the D.C. Regulations, we have plans to revise the same Towers subject to approvals. We intend to add further floors on same____ Towers, which can go up to 23 floors, subject to approvals from competent authorities. All upper floors will be registered as another Phase with MAHARERA as and when approved.
8. Based on the balance unused FSI, we have decided to revise part of the project and also apply for the same for approvals in multiple Phases. Upon receiving the revised Commencement Certificates we will upload the same with MAHARERA, each particular Phase.
9. All common areas and facilities will be shared by all proposed Allottees of future registration of multiple phases under same project and layout with MAHARERA and we will also hand over same to the proposed association of allottees
10. Phase - I of our Real Estate Project namely **"BHUMIRAJ HILLS"** for__ (____) buildings namely _____are Residentail Cum Commercial Buildings and is registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____ no. _____.
11. The subject matter of this letter is in respect of building Named as. _____ of Stilt + 10 Upper Floors, PHASE - I to be / being constructed by us on the said property (hereinafter referred to as 'the said building')
12. We hereby put on record that we hereby agree to sell to you on ownership basis Apartment bearing No. _____ on the _____ floor of Building named as _____ (hereinafter referred to as 'the said Building') of Stilt + 10 Floors admeasuring carpet area as defined in the RERA Act 2016 of _____Sq. Mtr.
13. The Allottee is also entitled to additional usable areas and facilities as per approved plan such as _____ Sq. Mtrs. Area of enclosed balcony, _____Sq. Mtrs inbuilt Cupboard space, _____Sq. Mtrs, Flower Beds _____Sq. Mtrs terrace

area and Natural Terrace of _____ Sq.Mtrs. etc (the "additional usable area"). (hereinafter referred to as "the said Apartment") as shown in the Floor Plan thereof hereto annexed and marked Annexure P for the consideration of **Rs. _____/-** (Rupees _____ Only) which is more particularly described in the Fourth Schedule annexed herewith.

14. You have paid to us a sum of **Rs. _____/-** (Rupees _____ Only) as advance payment or application fee and you shall pay to us the balance amount of **Rs. _____/-** (Rupees _____ Only) **within 07 days in terms of letters of demand made from time to time** in the following manner :-

- i. A sum of **Rs. _____/-** (Rupees _____ Only) (20% of the total consideration inclusive of application fees, on or before expiry of 15 days of execution of Agreement).
- ii. A sum of **Rs. _____/-** (Rupees _____ Only) (45% of the consideration forthwith on completion of Plinth of the building or wing in which the said Apartment is located).
- iii. A sum of **Rs. _____/-** (Rupees _____ Only) (70% of the total consideration to be paid towards on completion of 1st, 3rd, 6th, 9th & 11th slabs @ 5% of completion of each of the above including podiums and stilts of the building).
- iv. A sum of **Rs. _____/-** (Rupees _____ Only) (75% of the total consideration) to be paid to us on completion of the walls, internal plaster, of the said Apartment.
- v. A sum of **Rs. _____/-** (Rupees _____ Only) (80% of the total consideration) to be paid to us on completion of the staircases, lift wells, lobbies, external plumbing, external plastering, elevation, terrace with water proofing upto the floor level of the said Apartment.
- vi. A sum of **Rs. _____/-** (Rupees _____ Only) (85% of the total consideration) to be paid to us on completion of the electrical fittings, internal & external flooring of the building or wing in which the said Apartment is located.
- vii. A sum of **Rs. _____/-** (Rupees _____ Only) (95% of the total consideration) to be paid to us on completion of the lifts, water pumps, electro, mechanical and environment requirements,

entrance lobby/s, paving of areas, appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.

- viii. Balance sum of **Rs.** _____/- (Rupees _____ Only) against and at the time of handing over of the possession of the Apartment to you on or after receipt of occupancy certificate or completion certificate.

Time in respect of the said payments or installments and in respect of all amounts payable under these presents by you to us is of the essence of the contract.

15. 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.
16. This letter does not give any right either in respect of the said premises or any part thereof and that the same is restricted to be deemed as an acknowledgement of your advance money for your proposal to purchase the said premises only.
17. Maintenance charges, electric meter, society charges and other amounts referred in the payment statement annexed hereto as Annexure "A" will be extra and payable at the time of handing over possession of the said premises to you. All taxes as may be applicable and levied on the present transaction including GST, TDS or any other taxes in respect of the said premises shall also be borne and paid by you.

18. Legal Compliances

- 18.1 You shall be liable to execute the agreement for sale with us. You shall also bear and pay appropriate stamp duty, registration and related charges, GST & TDS and other taxes as may be applicable from time to time.
- 18.2 You should utilize the Apartment for the purpose for which it is allotted.
- 18.3 You should submit copies of your latest photograph, PAN, Residence Proof and/or Certificate of Incorporation, Aadhar number, / MOA / AOA as the case may be along with payments stipulated at Point (8.1) above.
- 18.4 The allotment will be confirmed in your favor through a Registration of the Agreement for Sale in your favor only after fulfillment of the terms and conditions set-forth herein.

18.5 You must obtain possession of the Apartment allotted within **15** days from the date of payment of the cost in full within the time as mentioned above and after executing Sale Agreement in the prescribed format, whichever is later. Possession will be delivered to you only after execution of sale agreement.

19. General terms and conditions.

19.1 All payments against this allotment shall be made by way of a crossed **cheque/** demand draft drawn in favor of **"BHUMIRAJ BUILDERS PVT. LTD."**.

19.2 If payment as stipulated in Point (8) above is not made in terms of the Expression of Interest letter, then this allotment letter shall stand cancelled and the said letter of EOI **shall be applicable in the terms provided therein.**

19.3 Please note that **BHUMIRAJ BUILDERS PVT. LTD.** reserves rights to forfeit all amounts paid by the allottee, if any of the terms and conditions stipulated in the provisional and/or final allotment letter are not complied with by you.

19.4 Registration of the sale deed will be done in your favor only after **payment of 10% of the total agreement value.**

19.5 Society Maintenance Charges will be charged @ Rs. ____ /- per sq. ft. per month for 12 months payable at the time of possession. **Society formation charges and any other taxes levies by the State / Central Government or local bodies from time to time** payable at the time of possession.

19.6 Electricity/Water charges, Legal Charges, etc. shall be charged along with taxes if any & these are to be paid as and when demand in writing is made.

19.7 This letter is passed confirming the above arrangement. The detailed terms and conditions of sale as discussed as per the draft prepared by our Advocate was shown to you has been approved by you and agreed upon between us and the same will be set out in an Agreement for Sale, which you shall execute immediately being called upon to do so. We have also shown the proposed plans, sanctioned layout plan along with all approvals, permission, orders in respect of the said building and project to you and you have satisfied about the same. The above price is subject to escalation

in cost of building materials. Stamp Duty, Registration Charges, GST, etc. if levied, shall be borne by you.

19.8 We confirm that we have not agreed to sell the said premises to anybody else nor created any encumbrance on the said premises and the title thereof is clear and marketable.

19.9 This Allotment shall be subject to Navi Mumbai Jurisdiction Only.

Yours faithfully,

FOR BHUMIRAJ BUILDERS PVT. LTD

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