

ANNEXURE '1'

MODEL FORM OF ALLOTMENT LETTER

No.

Date:

To,

Mr/Mrs./Ms. _____,

R/o _____,

(Address)

Telephone/ Mobile Number: _____

Pan Card No. _____,

Aadhaar No. _____,

Email ID: _____.

Sub: Your request for allotment of flat /commercial premises /plot in the project known as "**Balaji Aqua**", having MahaRERA Registration No. _____.

Sir/Madam,

1. Allotment of the said unit:

This has reference to your request referred at the above subject. In that regard, I/ we have the pleasure to inform that you have been allotted a _____ BHK flat/ villa/ bungalow/ commercial premises bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs equivalent to _____ sq.ft. situated on _____ floor in Building _____ / Tower _____ /Block _____ /Wing _____ in the project known as "**Balaji Aqua**", having MahaRERA Registration No. _____ hereinafter referred to as "the said unit", being developed on land bearing Survey No. 39/3 (P), lying and being at Village: Gandhare, Taluka: Kalyan, Dist. Thane admeasuring _____ sq. mtrs. for a total consideration of Rs. _____/- (Rupees. _____ only) exclusive of GST, stamp duty and registration charges, **statutory taxes, legal charges, cost of formation of the Society, Conveyance Charges, Share Money of Society, Society Maintenance Charges, Deposit towards Water, Electric, and other utility and services connection charges, Competent Authority transfer charges.**

All payments against this allotment shall be made by you by way of an account payee Cheque/Demand Draft drawn in favour of "_____ " or transferred to account having details as mentioned in the Schedule I written hereunder:

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

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No(s) _____ admeasuring _____ sq. mtrs equivalent to _____ sq. ft./covered car parking space(s) at _____ level basement /podium bearing No(s) admeasuring _____sq. mtrs. equivalent to _____ sq. ft./stilt parking bearing No(s) _____, admeasuring _____ sq. mtrs equivalent to _____ sq.ft./ mechanical car parking unit bearing No(s) _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

2. **Allotment of open car parking space(s):**

Further I/We have the pleasure to inform you that you have been allotted an open car parking bearing No. _____ without consideration. Such allotment of open car parking shall remain subject to the bye-laws of the Society.

3. **Receipt of part consideration:**

I/we confirm to have received from you an amount of Rs. _____ (Rupees. _____ only), (This amount shall not be more than 10% of the cost of the said unit) being _____% of the total consideration value of the said unit as booking amount /advance payment on _____, through _____.

OR

3. **Receipt of part Consideration:**

- A. You have requested us to consider payment of the booking amount/advance payment in stages which request has been accepted by us and accordingly I/we confirm to have received from you and amount of Rs. Rs. _____ in figures _____

(Rupees in words _____ only) being ___ % of the total consideration value of the said unit as booking amount/ advance payment on ___ dd/mm/yyyy, through _____ mode of payment _____. The balance ____% of the booking amount/advance payment shall be paid by you in the following manner.

- a) Rs. _____ in figures _____ (Rupees _____ in words _____ only) on or before ___ dd/mm/yyyy.
- b) Rs. _____ in figures _____ (Rupees _____ in words _____ only) on or before ___ dd/mm/yyyy.
- c) Rs. _____ in figures _____ (Rupees _____ in words _____ only) on or before ___ dd/mm/yyyy.
- d) Rs. _____ in figures _____ (Rupees _____ in words _____ only) on or before ___ dd/mm/yyyy.

Note: The Total amount accepted under this clause shall not be more than 10% of the cost of the said unit.

- B.** If you fail to make the balance ___% of the booking amount/advance payment within the time period stipulated above further action as stated in Clause 12 hereunder written shall be taken by us as against you.

4. Disclosures of information:

I/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:

I/ We hereby confirm that the said unit is free from all encumbrances and I/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 the garage(s)/covered 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 garage(s)/covered car parking spaces(s) shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said unit as well as of the garage(s) /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 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	1.5% of the cost

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

**The amount deducted shall not exceed the amount as mentioned in the table above.*

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 **or as applicable under prevalent laws.**

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.

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 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 enumerated in Clause 9 whichever is less. In no 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. **In event of cancellation, amount paid by you, after deductions of forfeiture charges, shall be refunded to your Bank Account as mentioned in the Schedule I hereunder written and thereafter, you shall not have any right, title, claim and interest over the Said Flat and I/we shall be entitled to dispose off the same as I/we deem fit and proper including selling the said flat to any third party.**

- 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, I/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, I/we shall be entitled to cancel this allotment letter and further I/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.

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.

The benefit of this letter of intent and matters of and incidental thereto cannot be directly or remotely transferred or assigned or disposed off by you without having obtained our prior written consent for the same.

14. Time is of essence:

Time is the essence with respect to the Applicant(s)' obligations to pay the Consideration and all other amounts as may be stipulated in the Payment Plan along with other payments such as applicable stamp duty, registration fee, interests and other charges that will be more specifically stipulated in the Definitive Agreement to be paid on or before due date or as and when demanded by the Promoter, as the case may be and also to perform or observe all other obligations of the Applicant(s) under the Definitive Agreement. It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on the part of the Promoter to send demand notices/reminders regarding the payments of the Consideration and all other amounts as may be stipulated in the Payment Plan to be made by the Applicant(s) or obligations to be performed by the Applicant(s).

15. It is made abundantly clear that in respect of all remittances, acquisition/transfer of the Unit, it shall be the sole responsibility of the Applicant(s) who is a non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act,1999 ("FEMA") or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India ("RBI") or any other applicable law and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfil its obligations under the Definitive Agreement. Any refund, transfer of security if provided in terms of the Definitive Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the RBI or any other applicable law. The Applicant(s) understand(s) and agree(s) that in the event of any failure on,

his/her/it/their part to comply with the prevailing exchange control guidelines issued by the RBI; he/she/it/them shall be liable for any action under the FEMA, as amended from time to time. The Promoter accepts no responsibility in this regard and the Applicant(s) agree(s) to keep the Promoter fully indemnified from any harm or injury or loss caused to it for any reason whatsoever in this regard.

16. The Applicant(s) shall inform the Promoter, in writing, of any change in the mailing address mentioned in the Application, failing which all demands, notices etc., by the Promoter shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s). Any delay or default in this behalf on the part of the Applicant(s) will not concede any extension of time or excuse for the Applicant(s) non-payments or non-receipt of any letters/correspondences addressed to the Applicant(s). In case of joint Applicants all communication shall be sent to the first named Applicant(s) in the Application.
17. All the notices / communication to be served upon the Applicant(s) as contemplated under these presents shall be deemed to have been duly served, if the same is sent by Courier / Registered A.D. / Speed Post / hand to us at our address contained in these presents.
18. The Applicant/s shall not be entitled to get the name of his/her/their/its nominee(s) substituted in his/her/its/their place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. In the event of death of any one or all the Applicant/s, the surviving Applicant/s or the nominee/s shall intimate through written communication enclosing the copy of the death certificate issued by the statutory authority to the Promoter about such death of that Applicant/s. On receiving such written intimation from the surviving Applicant or the nominee, the Promoter shall, at its sole discretion, either allow the surviving Applicant or the nominee to amend this Application or terminate this Application without any further intimation.
19. The Applicant(s) agree(s) and undertake(s) that the Applicant(s) shall not sell, transfer, sub-lease, assign or part with his/her/their right, title, or interest, in the said Unit or parking space or any portion thereof, even after the allotment is

made in his/her/its/their favour, till all his/her/their/its dues of whatsoever nature under this application and/or the Definitive Agreement are fully paid, However the Promoter shall at its sole discretion may permit the such transfer prior to receipt of entire dues, on such terms and conditions as it may deem fit with a right to transfer fee, and such other charges.

20. On payment of all dues as mentioned in the payment schedule of Booking Application, the Applicant(s) shall have a right to sell, transfer, sub-lease, assign or part with his/her/their right, title, or interest, in the said Unit or parking space or any portion thereof and on obtaining a prior written approval for the same from the Promoter; for the purpose of permitting such sale, transfer, sub-lease, assignment, the Promoter shall have a right to receive transfer fee and such other charges as may be stipulated by the Promoter, till the conveyance of the Project to the Society/Organisation, existing or newly formed, as the case may be.
21. The Applicant(s) specifically understand(s) that upon execution, the terms and conditions, as set out in the Definitive Agreement shall supersede the terms and conditions as set out herein.
22. For all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
23. Due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities any term(s) and condition(s) contained in this letter becomes inoperative, illegal and non-est, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.
24. This Letter should be not be construed as letter of Authority to the Purchaser for the Sale/Transfer of the said Unit to any Third Party without the written consent of the Promoter.

25. **Headings:**

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

SCHEDULE I	
Promoter's Bank Details	Allottee's Bank Details
Account Name:	Account Name:
Account No.:	Account No.:
Bank Name:	Bank Name:
Branch Name:	Branch Name:
IFSC Code:	IFSC Code:

Signature

M/s. BALAJI WORLD

(Partner/Authorised Signatory)

Email Id:

Date:

Place:

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:

Name:

(Allottee/s)

Date:

Place:

Housiey.com

Annexure - A

Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	

4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of super structure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings within the said units	
9.	Staircase, lifts wells and lobbies at each floor level overhead and underground water tasks	
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
11.	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities	
12.	Internal roads & footpaths, lighting	
13.	Water supply	
14.	Sewerage (chamber, lines, septic tank, STP)	
15.	Storm water drains	
16.	Treatment and disposal of sewage and sullage water	
17.	Solid waste management & disposal	
18.	Water conservation / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station	
20.	Others	

M/s. BALAJI WORLD
(Partner/Authorized Signatory)