

DRAFT ALLOTMENT LETTER

[●], 2021

[●] (name) ("**the Allottee/s**")

[●] (address)

Re: Premises more particularly described in the First Schedule hereunder written in Residential Wing B being constructed on a portion of land admeasuring 21,803.47 square meters bearing Cadastral Survey No.126, Collector's Old No.62, Collector's New No.A/14203, New (Laughton) Survey Nos.2/2512 and 1/2507 lying, being and situated in Parel-Sewri Division in the Town and Island of Mumbai in the District of Mumbai City, presently being developed as a phase of the "Whole Project" known as 'Simana' and proposed as a "Real Estate Project" by M/s. Bhoomi Properties ("the Promoter").

1. The Promoter is undertaking the development and re-development of the said Land in a phase-wise manner ("**Whole Project**").
2. The development of the said Land, at present consists of minimum 3 (three) Wings, out of which Residential Wings A, Residential Wing B are presently being developed by the Promoter and any such further buildings / structures / wings may be developed by the Promoter in a phase-wise manner in future as it may deem fit and as disclosed in the Agreement (defined below). The Promoter has registered Residential Wing A as a 'real estate project' ("**Real Estate Project**") with the Maharashtra Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**") and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time. Residential Wing A shall comprise of premises that will be allotted/sold/disposed of by the Promoter as it may deem fit and proper ("**Sale Premises**"). The allottees of the Sale Premises shall be 'allottees' of the Promoter under RERA with regard to their respective premises. The Authority has duly issued a Certificate of Registration bearing No. [●] dated [●] for the Real Estate Project.
3. The Promoter has agreed to allot the premises ("**said Premises**") along with certain identified internal amenities in the said Premises ("**Internal Amenities**") which are more particularly described in the **First Schedule** hereunder written in the Real Estate Project more particularly described in the **First Schedule** hereunder written to the Allottee/s, at or for the price as defined in the **First Schedule** hereunder written ("**Sale Price**"), and subject to the terms, conditions and covenants contained in the proforma of the

Agreement for Sale ("**Agreement**") as submitted to the Authority as part of the Promoter's application with the Authority.

4. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the **First Schedule** hereunder written.
5. The Sale Price is required to be paid by the Allottee/s to the Promoter in accordance with the payment schedule as set out in the **Second Schedule** hereunder written. The Allottee/s has/have expressly agreed that the Allottee/s will pay a sum equivalent to [●]% ([●] percent) of the Sale Price as earnest money (hereinafter referred to as "**Earnest Money**") to the Promoter.
6. In addition to the Sale Price, the Allottee/s shall also bear and pay the taxes consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this letter of allotment ("**Letter**") and/or the Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Letter and/or the Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. On a demand being made by the Promoter upon the Allottee/s, the Allottee/s shall pay the same to the Promoter without any delay, demur or default.
7. The Allottee/s will execute the Agreement as required under Section 13 of RERA and register the Agreement under the Registration Act, 1908 within a period of 14 (fourteen) days of receipt of a written intimation from the Promoter for the sale. Upon such execution and registration of the Agreement, this Letter shall stand superseded by the Agreement.
8. The Allottee/s hereby irrevocably indemnifies and shall at all times keep the Promoter and its officials indemnified, saved and harmless from and against all actions, including but not limited from the regulators/statutory authorities, claims, losses, damages, costs, liabilities, charges and expenses incurred, suffered or paid by the Promoter or required to be incurred, suffered or paid by the Promoter and against all demands, actions, suits or proceedings made, filed or instituted against the Promoter in connection with or arising out of or relating to the non-execution and/or non-registration of the Agreement by the Allottee/s.
9. The Allottee/s shall, before delivery of possession of the said Premises deposit such amounts as mentioned in the **Third Schedule and Fourth Schedule** hereunder written

with the Promoter. The amounts as more particularly mentioned in the **Third Schedule** hereunder written are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the same. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Third Schedule** and **Fourth Schedule** hereunder to the bank account of the Promoter, as detailed in the **First Schedule** hereunder written.

10. The Promoter shall endeavor to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM for the said Premises by the date as more particularly mentioned in the **First Schedule** hereunder written ("**Completion Date**"). The Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of occurrence of events of force majeure or any circumstances or events beyond our reasonable control.
11. 15 (fifteen) days from the date of receipt of the Occupation Certificate from the MCGM, the Allottee/s shall be liable to bear and pay his/her/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project, the Whole Project and the said Land including *inter-alia*, development charges, electricity, gas connection, water meter charges, legal charges, society formation charges, share application charges, corpus fund, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land and/or the Whole Project. Until the society is formed and the conferment of title to such society is duly effectuated, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution as mentioned in the **Fourth Schedule** hereunder written. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) as may be specified in the Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter" includes its nominee/s.
12. The Promoter shall provide to the Allottee/s, without charging or levying any price or compensation or consideration or fee of any nature, permission to park the Allottee/s's own light motor vehicle (LMV) and for no other purpose whatsoever, in the car parking space/s in the car parking area being constructed in the basements / podium / pit parking / stilt levels on the Whole Project / the said Land. Such car parking area shall be common for the Real Estate Project and the Whole Project. The exact location and identification of

such car parking space/s will be finalized by the Promoter only upon completion of the Real Estate Project in all respects.

13. The Allottee/s agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged in the Agreement, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter as per the payment schedule set out in the **Second Schedule** hereunder written. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as due and payable to the Promoter on the respective due dates in the manner detailed herein, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed in the **Second Schedule** hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise the provisions of Clause 15 hereinbelow.
14. The Allottee/s agree(s) and confirm(s) that the Promoter shall give possession of the said Premises on receipt of the entire Sale Price payable by the Allottee/s including in accordance with the provisions of Clause 13 hereinabove and on receipt of such amounts by the Allottee/s as more particularly mentioned in the **Third Schedule** and **Fourth Schedule** hereunder written.
15. In the event the Allottee/s does/do not make payment of any instalment of the Sale Price (prior to execution and registration of the Agreement) and/or in the event the Allottee/s refuse/s to execute and register the Agreement within the 14 (fourteen) day period despite being called upon to do so by the Promoter as mentioned at Clause 7 above, then and without prejudice to the rights and remedies available to the Promoter including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Sale Price/parts thereof ("**the Interest Rate**"), the Promoter shall be entitled to at his own option and discretion, terminate this Letter, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Letter with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Letter. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Letter by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Letter shall stand terminated and cancelled. On the termination and cancellation of this Letter in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit the entire Earnest Money as

and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty. Upon the termination of this Letter, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.

16. The Allottee/s confirm/s that the Allottee/s has/have examined all documents and information uploaded by the Promoter on the website of the Authority at <https://maharera.mahaonline.gov.in> under the project name “[●]” and has/have read and understood the Agreement, the documents and information in all respects and further the Allottee/s agree/s to the terms, conditions and covenants as contained in the Agreement uploaded by the Promoter as part of registration with the Authority.

M/s. Bhoomi Properties

[●]

.....

.....

Enclosed: As above.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Meaning of certain terms and expressions)

Sr. No.	Terms and Expressions	Meaning
1.	Said Premises	Flat No. [●] on the [●] floor of the Real Estate Project
2.	Carpet area of the said Premises as per RERA	[●] square feet equivalent to [●] square meters
3.	Sale Price	Rs. [●]/- (Rupees [●] Only)
4.	Bank Account of the Promoter	[●]
5.	Completion Date	[●]
6.	Internal Amenities	[●]
7.	Contact Details	Promoter's email address: [●] Promoter's phone number: [●] Promoter's fax number: [●] Allottee/s email address: [●] Allottee/s phone number: [●] Allottee/s fax number: [●]
8.	PAN	Promoter's PAN: [●] Allottee/s PAN: [●]

THE SECOND SCHEDULE ABOVE REFERRED TO

(Schedule of Payment of the Sale Price as payable by the Allottee/s)

Sr. No.	Description	Amount (Rs.)
1.	Earnest Money paid to the Promoter the time of Booking (not exceeding 10% of the total consideration)	
2.	Amount (not exceeding 30% of the total consideration) to be paid to the Promoter simultaneous with the execution of this Agreement.	
3.	Amount (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Premises is located.	
4.	Amount (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located.	

5.	Amount (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Premises.	
6.	Amount (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift walls, lobbies upto the floor level of the said Premises.	
7.	Amount (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Premises is located.	
8.	Amount (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Premises is located.	
9.	Balance amount against and at the time of handing over of the possession of the said Premises to the Allottee/s on or after receipt of occupancy certificate or completion certificate.	
Total		

THE THIRD SCHEDULE ABOVE REFERRED TO

(being the amounts to be paid by the Allottee/s in accordance with this Letter)

Sr. No	Particulars	Amount
1	Charges towards formation and registration of the Society, along with applicable taxes	[•]
2	Deposit towards water, electricity, and other utility and services connection charges	[•]
3	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)	[•]

THE FOURTH SCHEDULE ABOVE REFERRED TO

(being the amounts to be paid by the Allottee/s in accordance with this Letter)

Sr. No	Particulars	Amount
1	Share application money and entrance fee of the society	[●]
2	Ad hoc maintenance charges for 24 (twenty four) months towards provisional monthly contribution towards outgoings of the Society (taxes to be paid separately by the Allottee/s at applicable rates) and which is inclusive of the proportionate share of municipal taxes and other charges/levies in respect of the said Land (and if the proportionate property taxes at actuals exceed what is collected under these ad hoc maintenance charges, then the allottee/s shall bear, pay and discharge the same)	<p>On pro-rata basis in proportion to all other allottees in the Real Estate Project</p> <p>As regards the municipal taxes and other charges/levies in respect of the said Land, the same shall be on a pro-rata basis in proportion to all other allottees / users on the said Land</p>