

BENCHMARK REALTY HOLDINGS

Three60, R.S. No. 76, Behind Zydex, New Alkapuri, Vadodara 390021

Date -

LETTER OF ALLOTMENT

Date:-

To,

Sub: Allotment of flat no. _____ on _____ Floor in the Tower - _____ Building known as "**THREE60**" B/h Zydex, New Alkapuri, Vadodara. Having R.S. No. 76, City Survey 2490, F.P. No. 124, Mouje - Gotri, demarcated by its boundaries (latitude - **22.320798** and longitude - **73.125250** of the end points) to the North **9.00 mt wide T.P. road** to the South **9.00 mt wide T.P. road** to the East **F.P. 122/1** to the West of Division **18.00 mt wide road**, Gotri, Taluka-**Vadodara**, District-**Vadodara** admeasuring 2833 sq.mts. area being developed by **Benchmark Realty Holdings**.

It is indeed our pleasure to inform you that the Unit booked by you, is now being finalized subject to the terms and conditions as stated here under.

The details of the Applicant and the Unit allotted there to are as under:

Name of the Allottee (s)	
Address of Allottee (s)	
Email ID	
Name of Building	THREE60
Flat No.	
Floor No.	
Tower	A
Carpet Area (Sq.Mt)	
Balcony & Wash Area (Sq.Mt)	
Total (Sq.Mt.)	
Undivided Share in Land (Sq.Mt)	
Surrounded By East	
West	
North	
South	
Consideration Value	
RERA No.	

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Terms and Conditions:

1. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and the Society and Other Charges as specified in Annexure "B" hereto together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being of the essence.
2. In the event the Allottee fails or neglects to comply with any of his obligations under the Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" hereto (and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment /Agreement to Sell in respect of the Unit/Flat, the Allottee shall be deemed to be in default. In the event of such default, the Company shall issue notice to the Allottee of such default and the Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Company shall have the option to cancel the allotment of the Unit, by sending a termination letter by RPAD /Speed Post. On such termination, the following shall apply:
 - a. The allotment/booking/Agreement to sell for the Unit(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.
 - b. All amounts paid to the Company by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting there from the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination.
 - c. In the event, the amounts paid by the Allottee towards Consideration Value is less than the Liquidated Damages, the Allottee shall be liable and agrees to pay to the Company the deficit amount of Liquidated Damages.
3. The Consideration Value is free of any escalation.
4. The Company shall endeavor to make available the Unit for Possession as on or before 31.08.2027 subject to the Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/ Agreement to Sell.
5. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/ connections/ approvals/ licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly.



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6. The unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the Company and the Allottee has taken possession of the Unit.
7. On Payment of more than 10% of total consideration, Promoter will execute Reg. agreement to sale in favour of Allottee.
8. The Allottee hereby agrees that the Company shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the Company including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages. The Allottee agrees and undertakes not to raise any Objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.
9. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Vadodara alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator appointed by the Company and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
10. Unless otherwise mutually agreed by the parties, only upon the payment of the Balance Sale Consideration and other charges the execution/registration of the Sale Deed in favor of the Purchaser with respect to the said Flat ("Sale Deed") shall be executed by the developer. Registered agreement for sale is to be executed along with the allotment letter

We would like to thank you for giving us opportunity to serve you better and the trust that you have reposed in the Raamah & Safalya Group, and assure you of your best services at all times.

Warm Regards,

Benchmark Realty Holdings



Partner

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ANNEXURE A - Payment Schedule

Sr No.	Particular	Payment
1	On or Before Agreement	10%
2	After Execution of Agreement	30%
3	Plinth of Building/Tower	45%
4	Completion of Slab	70%
5	Completion of wall, Plaster, Floor, Door & Window	75%
6	Completion of Sanitary Fittings, Staircase, Lift Well, lobbies	80%
7	Completion of External Plumbing & Plaster, Elevation, Terrace with Water Proofing	85%
8	Completion of Lift, Water Pumps, Electric Fittings	90%
9	At the time of Possession	100%

ANNEXURE B - Other charges

Sr. No.	Particular	Amount
1	Maintenance Deposit	Rs.200/- on SBA
2	GST	5%
3	Stamp duty	6%
4	MGVCL	As Actual

