VIDARBHA BUILDERS
"Hingna City", Dhangarpura Square, Near New Bus Stop, Hingna, Nagpur- 441 110. Cell : 88887 73344

Ref. No.

Date :.....

LETTER OF ALLOTMENT

Date:-

To,

_____
_____
_____

Sub : Allotment of residential unit no. ____, ____Floor, in the Building known as "Daisy" , Plot No.1 to 7, Khasra No.141, Mouza - Hingna, Tahsil- Hingna, District - Nagpur, in the Vidarbha Builder project, situated at Hingna Kawdas Road, Dhangarpura Square, Hingna.

We thank you for your Application dated _____ bearing No. _____ ("Application Form") addressed to Vidarbha Builder. It is indeed our pleasure to inform you that the Unit booked by you via the aforementioned Application Form and provisionally allotted to you is now being finalized subject to the terms and conditions as stated in the Application Form and hereunder.

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

Name of Allottee (s)	
Address of Allottee(s) Address Line 1	
Email ID of the Allottee(s)	
Flat No.	
Name of Building	
Floor No.	
Carpet Area	
Consideration Value	

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 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. The Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.

3. In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form / 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, 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 therefrom 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. 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.

c) The payment of Refund Amount shall be made, if any, without interest in due course. The Allottee shall collect the Post Dated Cheque/s amount at any time from us after giving advance notice in writing of at least 3 working days.

4) The validity of this Allotment letter would be 45 days, if allotter fails to take further course of action, which mention herein, promoter would have the right to cancel the allotment of said unit to allotee.



5) The Possession shall be given on the date mentioned in the Registered Agreement to Sell, subject to the Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/ Agreement to Sell. 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 shall stand extended accordingly.

6. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Nagpur 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 Vidarbha Builder and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Mobile No.: +91 _____
Mobile No.: +91 _____
Email: _____

I would like to take this opportunity to thank you for the trust that you have reposed in the Vidarbha Builder, and assure you of your best services at all times.

Warm Regards,

For Vidarbha Builder

(Authorized Signatory)

ANNEXURE A

The purchaser has to pay the consideration amount in the following manner

1.	At the time of Booking	10%
2.	At Plinth or Agreement of Sale	30%
3.	At R. C. C. structure level	20%
4.	At the time of Brick work/plaster	20%
5.	At finishing level	15%
6.	At the time of possession	5%

		100%
		=======

Notes:

1. Registration of Agreement to sell (Stamp Duty & Registration charges and Legal Charges apply) to be completed immediately after payment of Booking Amount - 2 and before the next installment as per the Schedule of Payments is due. The Company reserves its right not to accept any payment over the Booking Amount - 2 till such time that the Agreement to Sell is registered and any delay in payment on this account shall be deemed to be delay on account of the Purchaser.

2. Society Charges Amount of Rs._____/- per month/ One Time shall be paid at the time of Registration of Agreement to Sell.

3. All applicable Government/Semi-Government/Local Taxes and Levies shall be payable as and when demanded by us.

4. The Consideration Value paid by the Allottee to us shall be appropriated firstly towards any cheque bounce charges or any other administrative expenses, then interest and costs and expenses and lastly towards outstanding dues in respect of the Unit.