LETTER OF ALLOTMENT

Date:- _____

To,
Mrs./Shri. _____,

Sub: Allotment of Commercial/Residential Unit No. _____ on ___ Floor of a Building to be known and styled as "_____" in _____ project _____, situate at _____, Nagpur – 4400____. ("Unit")

We thank you for your Application Dated_____bearing No. _____ ("Application Form") addressed to M/s_____ (Developer/Company/Partnership Firm/Individual) and for the payments required for the purpose of allotment of your chosen Unit. It is indeed our pleasure to inform you that the Unit booked by you vide aforesaid 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 to her/him are as under :-

Name of Purchaser(s)	
Address of Purchaser(s)	Address Line 1
	Address Line 2
	Address Line 3
Email ID of the Purchaser(s)	
Unit No.	
Name of Building	
Floor No.	
Type of Unit	
Carpet Area	[Area] Sq. Ft. equivalent to [Area] sq. meters
No. of Car Parking(s) allotted	
Consideration Value	Rs. _____/-

Terms and Conditions:

1. Upon issuance of this Letter of Allotment, the Purchaser(s) shall be liable to pay the aforesaid Consideration Value and the Apartment Association and other Charges together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being the essence.

2. The Purchaser(s) shall in relation to the Unit make all payments to the Developer from her/his own bank account only and not from and through the bank accounts of any third parties. The Purchaser(s) alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Purchaser(s) only.

3. The Purchaser(s) 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.

4. In the event the Purchaser(s) fails or neglects to comply with any of her/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 in respect of the said Unit, the Purchaser(s) shall be deemed to be in default. In the event of such default, the Developer shall issue notice to the Purchaser(s) of such default and the Purchaser(s) 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 Purchaser(s) 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 Developer/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 for the Unit(s) shall stand immediately terminated/cancelled and the Purchaser(s) shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.

All amounts paid to the Company by the Purchaser(s) 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 Purchaser(s) towards Consideration Value is less than the Liquidated Damages, the Purchaser(s) shall be liable and agrees to pay to the Company the deficit amount of Liquidated Damages.

b) The payment of Refund Amount shall be made through Cheque in 30/___ days/month(s). The Purchaser(s) shall collect the said cheques at any time from the Company after giving advance notice in writing of at least 2 working days.

5. All overdue payments shall attract interest at __% p.a., quarterly compounded, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Company, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.

6. The Company shall endeavor to make available the Unit for Possession by _____ ["Date of Offer of Possession"] subject to the Purchaser(s) not being in breach of any of the terms of the Application Form/Letter of Allotment. 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 shall stand extended accordingly.

7. The unit(s) cannot be let, sublet, re-sold or transferred (unless by succession and nomination) to any third party by the Purchaser(s) till all amounts in relation to the Unit have been received by the Company and the Purchaser(s) has taken possession of the Unit.

8. The Purchaser(s) agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or the Company or its associates or its representatives. In the event, the Allotee(s) does or omits to do any such act, deed or thing then it shall constitute an event of default and the Company shall be entitled to proceed as per the provisions of this Allotment Letter.

9. 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 the Company 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:
Direct line: +91 712 _____
Email:_____@_____.com

I/We would like to take this opportunity to thank you for the trust that you have reposed in us and assure you of our best services at all times.

Warm Regards,

For _____

(_____)
Authorized Signatory)

RECEIPT

Received with Thanks a sum of Rs._____/- towards Booking of Unit No. _____ on ____ Floor in a Building to be known and styled as "_____" in _____ project _____, situate at _____, Nagpur – 4400___.