LETTER OF ALLOTMENT

Date: -

To,

_____,

Nagpur.

SUB: - ALLOTMENT OF APARTMENT/SINGLE ROOM RESIDENCY TENEMENT/BUNGALOW NO. _____, IN RAI GALAXY - II, SITUATED AT NEAR DURGA MATA MANDIR, KAMPTEE ROAD, NAGPUR - 440026.

We thank you for your Application dated. _____ bearing No. _____ ["Application Form"] addressed to Rai Udyog Ltd., and for the payments required for the purpose of allotment of your chosen Apartment/Single Room Residency Tenement/Bungalow No. _____. It is indeed our pleasure to inform you that the Apartment/Single Room Residency Tenement / Bungalow No. _____ 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]	PRIMARY APPLICANT'S FULL NAME
	JOINT APPLICANT'S FULL NAME
Address of Allottee [s]	Address Line 1
	Address Line 2
	Address Line 3
Email ID of the Allottee [s]	
Name of Project	RAI GALAXY - II
Apartment/Single Room Residency Tenement / Bungalow No.	
Apartment/Single Room Residency Tenement / Bungalow No. having area	
Consideration Value	Rs. [Amount]/-

Warm Regards,

For Rai Udyog Ltd

[Authorized Signatory]

AGREEMENT TO SELL

This Deed of Agreement to Sell is executed at Nagpur on this ____ day of _____ between M/s Rai Udyog Ltd., through its Managing Director Shri. Kishor S/o Shri. Gopichand Rai aged about 55 Years, Occupation: - Business, R/o: - 136/A, Canal Road, Ramdaspeth, Nagpur - 440010. [Hereinafter called the 'FIRST PARTY'] shall mean and include their respective heirs, successors, representatives and assigns of **THE ONE PART.**

And Mr. xxxxxxxxxxxxx S/O xxxxxxxxxxxx R/O xxxxxxxxxxxxxx Nagpur xxxxxx, Maharashtra, India [Hereinafter called the 'SECOND PARTY'] shall mean and include their respective heirs, successors, representatives and assigns.

WHEREAS the 'FIRST PARTY' is Allottee/Legal owner through his vide Sale Deed Dated. xxxxxxxx of All that piece and parcel of land Amalgamated Plot/H. Nos. 1543/1, 1543/2, 1543/3, 1543/4, 1543/5, 1543/6 & 1543/7 area admeasuring 3533 Sq.Mtr. [area admeasuring 3529.577 after amalgamation], Kh. No. 1/4, 1/5, 1/6, 3, 4/3, 4/4, 4/5, 7/1, Sheet No. 300/09, City Survey No. 37, Ward No. 43, Malik Makbuja, Mouza: Binaki, Tahsil & District: Nagpur project named and styled as RAI GALAXY - II, Nagpur [Maharashtra] and has NOW agreed to sell the same to the 'SECOND PARTY' at the total cost as following: -

At the total cost of RS. xxxxxxxxxxx/- [Rupees xxxxxxxxxxxxxxxxx xxx xxx only] on the following terms and conditions: -

1. Any change in above mentioned cost or addition/subtraction of any sundry charges mentioned in allotment letter dated. ____/_____/2019 by the Developer named Rai Udyog Ltd will be borne by the second party only.

2. That the FIRST PARTY has received Rs. Xxxxx/- [Rupees xxxx only.] as a earnest amount money from SECOND PARTY in the following mode: -

Dated	Cheque No.	Drawn on	Amount
Xxx	xxxx	bank	xxxxx/-

and the balance amount of Rsxxxxxxxxxx/- Rs. [amount in words Only] shall be paid by second Party to the first party at the time of transfer the said property Apartment in Corporate office, Developer name and address. And unpaid amount of Rsxxxxxxxxx/- Rs. [amount in words Only] will be paid by the second party directly to developers As and whenever demanded.

3. That the time limit for the transfer has been mutually agreed to as on or before date xxxxxxx.

4. That if the SECOND PARTY fails to make the balance payment within above mentioned stipulated period then the earnest money [which is equivalent to ten

percent of the property value] out of the amount paid by first party will be forfeited and balance money shall be refunded to the second party by first party. If the FIRST PARTY is unable to execute the said deed in favour of the SECOND PARTY then first party will be liable to pay double of earnest money [which is equivalent to ten percent of the property value] along with any other advance amount [received by first party from second party] to the SECOND PARTY.

5. That in case the First Party refuses to get the transfer of the said Apartment in favour of the Second Party within the above specified period, for any reasons whatsoever, the Second Party has right to get the transfer, through SPECIFIC PERFORMANCE OF CONTRACT by Court of law at the cost and expenses of the First Party, In case, the Second Party fails to get the Transfer by making full and final Payment of the said flat to the First Party within the above specified period, the earnest Money Paid by Second party will be forfeited by the first party.

6. The SECOND PARTY is empowered to get the property Transfer through execution of attorney documents etc either in His/Her own name or in the name of any nominee[s] for which the FIRST PARTY shall have no. Objection after receiving full and final payment from Second party. But cost related to the same will be borne by the second party.

7. That the Sellers has assured the Purchasers that the said property is free from all sorts of encumbrances such as sale, gift, exchange, cost in junction, lien free there is a term loan of Rs. _____/- availed from bank _____ shall be foreclose before execution of Sale Deed & if it is proved otherwise the Seller shall be liable and responsible for all the damages sustained by the Purchasers and will make good the same to the Purchasers.

8. Both Parties have agreed that any outstanding interest on the said property in the builder's office/record till the date of transfer in the Purchaser's name of the said property, shall be borne solely by the Sellers.

9. All the expenses in respect of registration of sale deed document stamp Duty, registration Charges and other Misc. expenses shall be borne by the SECOND PARTY.

10. The property to be transferred/sold under this agreement is free from all encumbrances such as prior-sale, mortgage, loan, dispute, litigation etc...

11. Interest, late payment charges till the date of transfer and transfer Charges will be borne by the first party only.

In the witness whereof, both the FIRST PARTY and SECOND PARTY have signed this agreement in token of their accepting the terms hereinabove given in the presence of following witness.

Witnesses:

EXECUTANTS

Shri. Kishor Gopichand Rai
Managing Director
M/s Rai Udyog Ltd.,
[FIRST PARTY]

1.

2. Mr. xxxxxxxxxx
[SECOND PARTY]

2.