

Ref. No.: _____

Date: _____

To,

Sole/First Applicant: _____

Second Applicant: _____

Third Applicant: _____

Address: _____

Dear Sir/Madam,

Sub.: **Allotment Letter** – Booking in Residential Project “**Sahajanand Buag**” being developed on land bearing City Survey No. 173, admeasuring 5463 Sq. Mtrs. bearing Final Plot No. 16/3, in the Draft Town Planning Scheme No. 112, situate lying and being at Village Odhav of Taluka Vatva in the Registration Sub-District AHMEDABAD-7 (Odhav) and District AHMEDABAD (hereinafter referred to as “Project”).

Ref.: Your Booking Form Dated _____ for booking of Residential Unit No.____, in the project bearing the name “**Sahajanand Buag**”

1. **SHIV CORPORATION (“the Promoter”)** is pleased to inform you that subject to the terms & conditions mentioned in your booking form dated _____, the Promoter hereby provisionally allots you, the Unit No. _____ admeasuring _____ sq.ft (Carpet Area) i.e. _____ sq.m (Carpet Area) in its scheme known as “**Sahajanand Buag**” (“**the Said Unit**”).
2. You have agreed to purchase and acquire and we have agreed to sell the said Unit on the terms and conditions more particularly set out in the Agreement to Sell attached hereto as Annexure _____ / available on our web portal for perusal (Web-link: _____), hereafter referred to as “**The Said Agreement to Sell**”. You further confirm that you have perused the said Agreement to Sell and acquainted yourself with the terms and conditions. Further, you have also inspected the documents, title deeds, sanctioned plans, layout plans, Rajachitthi (Commencement Certificate) and all relevant documents recited in such Agreement to Sell and thus have agreed to purchase the said Unit upon fully being satisfied with the project title.

3. You have agreed to acquire the said Unit for a total consideration of Rs. _____/- (Rupees _____ Only), including consideration towards the common areas and facilities, a comprehensive break-up of which is as under and which is more specifically enumerated in the Said Agreement to Sell:
- a.
 - b.

The above shall not include any cost and expenses to be incurred towards Maintenance, Water & Electricity Charges, Legal Charges, Service Tax, VAT, GST, Stamp Duty & Registration Fees, Solicitor / Vakil / Advocate legal charges, and/or any other taxes/dues that may be levied by the State / Central Government from time to time.

The charges towards Stamp Duty and Registration and Solicitor / Vakil / Advocate legal charges of this Agreement / Deed of Conveyance, and any related documents shall be borne by the Allottee.

4. The Promoter has accepted and hereby acknowledges the receipt of booking amount paid by you being Rs. _____/-. The balance Sale Consideration of Rs. _____ shall be paid by you in accordance with the Payment Plan annexed hereto as Annexure '____'. In the event of failure on your part, to pay the balance consideration in time or if there is any delay on your part in making payment of any installment and/or other charges, in accordance with the Payment Plan, you shall be liable to pay simple interest @ ____% (____ Percent) per annum calculated from the due date of such outstanding payment till the actual receipt of the same along with interest thereon. This shall be in addition to the rights the Promoter may otherwise have as per the applicable law. Please be informed that the payment of the balance sale consideration shall strictly be in accordance with Annexure ____ and that time shall be of essence.
5. Subject to making payment of ten percent of the total consideration, the Agreement to Sell shall be executed by the Promoter in your favor. It is further stated and agreed that upon payment and realisation of such total consideration you will be eligible for a Deed of Conveyance in respect of the said Unit.
6. This Allotment Letter contains the preliminary terms governing the allotment of the said Unit by the Promoter to the Allottee(s)/Applicant(s). This Allotment Letter and the agreed terms and conditions of the booking form does not vest any right, title or interest to the Allottee(s)/Applicants(s) or any other persons with respect to the said

Unit. The Promoter shall have the first lien and charge on the said Unit for all its dues that may become due and payable by the Allottee(s)/Applicants(s) to the Promoter.

7. It is hereby expressly stated that no possession is handed over to the Allottee(s)/Applicant(s) under this Allotment Letter and the Promoter shall continue to be the owner of the said Unit. The Possession of the said Unit shall be handed over only after receipt of the entire consideration and upon execution of the Sale Deed/Deed of Conveyance or upon obtaining Building Use Permission, whichever is later.
8. It is hereby stated that the booking of the said Unit is subject to your making timely payments and complying with all the obligations and also subject to execution of our standard formal Agreement to Sell executed by us, within 30 (thirty) days from the date of intimation from the Promoter, which shall contain the detailed terms and conditions. If you fail to sign, execute and register the Agreement to Sell within the stipulated period and/or if you fail to comply with any of your other obligations under the transaction including (without limitation) further timely payments of the sale consideration as aforesaid, then the Promoter shall be fully entitled, at its sole discretion to undertake termination in accordance with the terms agreed under the Agreement to Sell irrespective being executed or not.

In token of your confirmation of the above, please return the duplicate copy of this letter duly signed by you.

Thanking You,
Yours sincerely,

For, **SHIV CORPORATION**

I accept the above terms & conditions
