

(17)

SHREE DEVELOPERS

Plot No. 127 To 135, Fulvatika, Zanzarda Road, Junagadh - 362 001.

LETTER OF ALLOTMENT

To,
[Applicant's name]

Date:-

Sub: Allotment of **Flat No. 101**, 'A' Wing in the Building known as "**VINAYAK RESIDENCY**" in project Codename VINAYAK RESIDENCY, situated at **Revenue Survey No. 25/PAIKI-4/PAIKI-2**, Village: Zanzarda, Taluka and District: Junagadh.

We thank you for your Application dated _____ bearing No. _____ ("Application Form") addressed to **SHREE DEVELOPERS** and for the payments required for the purpose of allotment of your chosen **VINAYAK RESIDENCY**. It is indeed our pleasure to inform you that the Residential Flat 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:

1. Name of Allottee (s)	ABC
2. JOINT APPLICANT'S FULL NAME	
3. Address of Allottee(s)	Address Line 1 Address Line 2 Address Line 3
4. Email ID of the Allottee(s)	
5. Resi. Flat No.	
6. Name of Building	VINAYAK RESIDENCY
7. Floor No.	
8. Type of Unit	Residential
9. Carpet Area	77.42 Square Meter.
10. Total Carpet Area of Building	6,376 Sq. Meter,
11. [Area] Sq. Ft. equivalent to [Area] sq. Meters	68,605.76 Square feet
12. No. of Car Parking(s) allotted	Nil
13. Consideration Value Rs. [Amount]/-	

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

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Densanig-C.V.

PARTNER

SHREE DEVELOPERS

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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. The Allottee shall, in relation to the Unit, make all payments to the Company from his own bank account only and not from and through the bank accounts of any third parties. The Allottee 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 Allottee only.

3. 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.

4. 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 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 through PDCs in 12 equal monthly instalments. The first such monthly instalment shall commence from the 13th month of the date of the letter of termination. The Allottee shall collect the said cheques at any time from the Company after giving advance notice in writing of at least 3 working days.

SHREE DEVELOPERS

Dansun Ravi

PARTNER