

Office: 3, Ratnasagar Bungalows -II, Sola, Ahmedabad-380 060

Mo. No. 93270 10836 E-Mail: siddhi.sopan2019@gmail.com

RERA REG. NO.:-

Date: / /2019-20

ALLOTMENT LETTER

To,

Name of The Allottee/s

Address Line No. 1

Address Line No. 2

Address Line No. 3

Mo. No. :- _____

Email Id.:- _____

Sub.:- Allotment of residential unit being Unit No. ____, in the Building known as “Sikshapatri Avenue” registered under the provisions of the Act with the Real Estate Regulatory Authority at Gujarat vide RERA Registration No. _____, in The Scheme Developing by ‘M/s. Siddhi Sopan Infrastructure, situated in the Sim of Village: Chenpur, Ta. Ghatlodiya, Dist. Ahmedabad having Old Survey No. 129/3/2, T.P. Scheme No. 66, Final Plot No. 190/1, the land total admeasuring about 1214 Sq. Mts. (Herein after for the sake of brevity and convenience referred to as “The Unit”).

Sir/Madam/s,

We are thankful to you, for your application Dt. _____, Bearing No. _____, addressed upon ‘M/s. Siddhi Sopan Infrastructure’ (The Developer) and for the payment required for the purpose of allotment of your ‘Selected Residential/Commercial Unit’, in the above referred scheme. It is indeed our pleasure to inform you that, the Unit booked by you via the aforementioned your application 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)	PRIMARY APPLICANT’S FULL NAME
		JOINT APPLICANT’S FULL NAME
2.	Address of Allottee	Address Line No. 1
		Address Line No. 2
		Address Line No. 3

3.	Mo. No.s	
4.	Email Id of The Allottee	
5.	Allotted Unit No.	
6.	Unit situated upon Floor	
7.	Name of Building	"Sikhapatri Avenue"
8.	Type of Unit	
9.	Carpet Area in Sq. Mtrs.	
10.	Agreed Consideration	Amount In Figure
		Amount In Word

Terms and Conditions:

1. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value in addition thereto the Society Membership Fees and Other Charges, all together with the applicable government taxes and levies, stamp duty, Registration fees etc. time being of the essence.
2. The Allottee shall, in relation to the Unit, make all payments to the developer 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. IT is compulsory to execute the Agreement to sale by the allottee after the booking amount paid and within a 30 days from the receipt the letter, the same shall be executed and registered. The Alottee shall undertake to abide all the terms and condition mentioned therein.
4. 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.
5. 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 (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 Developer 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 Developer 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 Developer 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 On the Letter Head of M/s. Shri Uma Developers 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 Developer 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 Developer after giving advance notice in writing of at least 3 working days.

SCHEDULE OF PAYMENT

::PAYMENT PLANS::

The Agreed payment has to be made as per following schedule:

Sr. No.	Date	Amount (Rs.)
1.	Earnest Money	
2.	I st Installment	
3.	II nd Installment	
4.	III rd Installment	
5.	IV th Installment	
6.	V th Installment	
7.	VI th Installment	

8.	VII th Installment	
9.	VIII th Installment	
10.	Additional costs as above	
	Total Cost/ Consideration	

6. All overdue payments shall attract interest, 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 Developer, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.
7. The Consideration Value is free of any escalation, provided that in case the cost of inputs increase by more than 10% of the average cost of inputs estimated to be prevailing on the date of start of construction of the Wing/Building, then the Consideration Value shall stand increased by an additional amount equal to quantum of the increase in cost of inputs beyond the said escalation of 10%. The average cost of inputs shall be calculated using the Input Price Index of Construction Material and Labor Costs It is however clarified that, irrespective of the quantum of increase in input costs, the maximum additional amount payable on account of this factor shall not exceed 4.99% of the Consideration Value. It is also clarified that the Consideration Value shall not stand reduced below the amount(s) stated herein under any circumstances. The said applicable quantum of increase in input costs shall be certified by the Chartered Accountant of the Developer and the Purchaser agrees that such calculation shall be binding on him and waives any right to raise a dispute in this regard.
8. The Developer shall endeavor to make available the Unit for Possession (for fit outs) by December, 2023 ["Date of Offer of Possession (for Fit Outs)"] (with a grace period of additional 6 (Six) months), 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 On the Letter Head of M/s. Shri Uma Developers 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 fit outs shall stand extended accordingly.
9. The unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the Developer and the Allottee has taken possession of the Unit.
10. The Allottee 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 Developer or its

associates or its representatives. In the event, the Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the Developer shall be entitled to proceed as per the provisions of this Allotment Letter.

11. The Allottee hereby agrees that the Developer shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the Developer including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.
12. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Ahmedabad 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 Developer and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

I would like to take this opportunity to thank you for the trust that you have reposed in M/s. Shri Uma Developers, and assure you of your best services at all times. On the Letter Head of M/s. Shri Uma Developers

Warm Regards,

For

(Authorized Signatory)