

DRAFT LETTER OF ALLOTMENT

Date:-

To,
[Applicant's name]

Sub: Allotment of residential Apartment/Plot/Unit/Shop/Office no. ____, ____ Wing in the Building known as "_____" in XXXXXXXX project _____, situated at _____ Compound, _____ Road, _____ (_____) – XXX XXX ("Apartment/Plot/Unit/Shop/Office").

We thank you for your Application dated _____ addressed to XXXXXXXX Realty registered under Gujarat Real Estate Development and Regulatory Act 2016 having registration no _____ and XXXXXXXX Private Limited ("Company") and for the payments required for the purpose of allotment of your chosen XXXXXXXX residence. It is indeed our pleasure to inform you that the Unit booked by you via the aforementioned Application and provisionally allotted to you is now being finalized subject to the terms and conditions as stated in the Application 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
Phone/ Mobile no.	
Email ID of the Allottee(s)	
Apartment/Plot/Unit/Shop/Office No.	
Name of Building	
Floor No.	
Type of Apartment/Plot/Unit/Shop/Office	
Carpet Area	[Area] Sq. Ft. equivalent to [Area] sq. meters
No. of Car Parking(s) allotted	
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 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 Apartment/Plot/Unit/Shop/Office, 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 Apartment/Plot/Unit/Shop/Office 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 and this Letter of Allotment, including timely payment of amounts stated hereunder.
4. The Allottee agrees and undertakes to be bound for entering to Agreement to Sale prior to completing of 10% of total payment and perform all the obligations and the terms and conditions contained in the Agreement to Sale, 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 / 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 Apartment/Plot/Unit/Shop/Office, 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 Apartment/Plot/Unit/Shop/Office, 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 Apartment/Plot/Unit/Shop/Office(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Apartment/Plot/Unit/Shop/Office(s), save and except the right to receive Refund Amount as per (b) below.
 - b) All amounts paid to the Company by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting there from the Liquidated Damages amounting to XXX% 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.
6. The payment of Refund Amount shall be made through banker is cheque
 7. All overdue payments shall attract interest at XX% 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.
 8. The Company shall endeavor to make available the Apartment/Plot/Unit/Shop/Office for Possession (for fit outs) by _____ ["Date of Offer of Possession (for Fit Outs)"] 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 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. It is mandatory for Allottee to become a member of Association/Co-Operative Society/Company formed by company for maintenances of the society/building/county and pay all fees/dues/charges as when decided by the formed body.

10. The Apartment/Plot/Unit/Shop/Office(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Apartment/Plot/Unit/Shop/Office have been received by the Company and the Allottee has taken possession of the Apartment/Plot/Unit/Shop/Office.
11. 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 Company 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 Company shall be entitled to proceed as per the provisions of this Allotment Letter.
12. The Allottee hereby agrees that the Company shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the Company 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.
13. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Vadodara (Gujarat) 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.
14. This Allotment letter is subjected to any corrections/amendments/deletion/Changes made by the company for compliance or as directed under The Real Estate (Regulation & Development) Act, 2016.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Direct line: +91 265 _____

Board line: +91 265 _____

Email: _____@_____.com

On the Letter Head of XXXXXXXX Realty and XXXXXXXX Private Limited

We/I would like to take this opportunity to thank you for the trust that you have reposed in the XXXXXXXX Group, and assure you of your best services at all times.
Warm Regards,

For XXXXXXXX Realty and XXXXXXXX Private Limited

(Authorized Signatory)

ANNEXURE A

Milestone	Payment
Booking Amount - I (payable on date of booking)	Rs. XX,000 #
Booking Amount - II (within 21 days from the email informing about provisional allotment)	Rs. XXX,00,000
Mandatory Registration of Agreement to Sell	
Booking Amount - III (within 42 days from the email informing about provisional allotment)	xx.xx% less Booking Amount-I & Booking Amount-II
On initiation of Footing	xx.xx%
On initiation of RCC Works for Plinth	xx.xx%
On initiation of RCC Works for Level 01	xx.xx%
On initiation of RCC Works for Level 03	xx.xx%
On initiation of RCC Works for Level 06	xx.xx%
On initiation of RCC Works for Level 09	xx.xx%
On initiation of Block works / Partition Walls	xx.xx%
On initiation of Plumbing Works	xx.xx%
On initiation of Fitouts	xx.xx%

Note: Goods & Service Tax, Stamp duty, other applicable taxes and any other government levies shall be extra as applicable.

Notes:

This Schedule is a list of payment/construction slabs and is not in any particular sequence. Construction activities like blockwork etc. may be carried out in tandem with earlier slabs than stated and hence, the demand too may be generated earlier than above.

Registration of Agreement to sell (Stamp Duty, GST & Registration charges apply) to be completed immediately after payment of Booking Amount II and before the next instalment as per the Schedule of Payments is due. The Company reserves its right not to accept any payment over the Booking Amount II till such time that the Agreement to Sell is registered and any delay in payment on this account shall be deemed to be delay on account of the Purchaser

- All applicable Government Taxes and Levies including GST shall be payable as and when demanded by the Company.
- The Consideration Value paid by the Allottee to the Company shall be appropriated firstly towards any cheque bounce charges or any other administrative expenses, then interest and costs and expenses and lastly towards outstanding dues in respect of the Apartment/Plot/Unit/Shop/Office.
- In the event the Allottee approaches a bank/financial institution for availing a loan, any delay by such bank/financial institution in making the payment as per Annexure "A" above shall attract interest at per annum from the date they fall due till realization of payment and shall constitute an event of default. In such event, the Refund Amount, if any, shall be paid by the Company to the bank/financial institution of the Allottee.

ANNEXURE B
SOCIETY AND OTHER CHARGES*

- (I) Provisional Charges (payable on or before the Date of Offer of Possession (for Fit Outs)):
- a) Rs. _____/- (Rupees _____ only) towards provisional Building charges for a period of _____ months from Date of Offer of Possession (for Fit Outs).
- b) Rs. _____/- (Rupees _____ only) towards provisional society charges for a period of _____ months from Date of Offer of Possession (for Fit Outs).
- (II) Provisional Property Tax (payable on or before the Date of Offer of Possession (for Fit Outs)):
- Rs. _____/- (Rupees _____ only) as an advance towards provisional Property Tax in respect of the Apartment/Plot/Unit/Shop/Office for a period of [] months from Date of Offer of Possession (for Fit Outs).
- (III) Land Under Construction (LUC) Reimbursement Charges (payable on or before the Date of Offer of Possession (for Fit Outs)):
- Rs. _____/- (Rupees _____/- only) towards reimbursement of LUC for the period of start of construction till the Date of Offer of Possession (for Fit outs).
- (IV) Electricity Deposit Reimbursement (payable on or before the Date of Offer of Possession (for Fit outs)):
- Rs. _____/- (Rupees _____ only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on Allotte's behalf. The benefit of the said deposit shall stand transferred to the Allotte when meter is transferred to Allottee's name.
- (V) Building Protection Deposit (payable on or before the Date of Offer of Possession (for Fit outs)):

The _____ cheque of Rs. _____/- (Rupees _____ only) dated _____ towards Building Protection Deposit, which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.

(VI) Other Charges (payable on or before the Date of Offer of Possession (for Fit outs)):

Towards	Amount (Rs.)
Administrative Charges	Rs. _____/-
Legal Charges	Rs. _____/-
Utility connection & related expenses	Rs. _____/-
Piped Gas connection & related expenses (if applicable)	Rs. _____/-

*GST, Stamp Duty , Other Taxes and any other government levies shall be extra as applicable

On the Letter Head of XXXXXXXX Realty and XXXXXXXX Private Limited