

MOHAN DEVELOPERS

R.S. No. 150,
NR,VRUNDAVAN NURSEY,
TAVRA, Bharuch-392015.

LETTER OF ALLOTMENT

Date: /0 /201

To,
Allotee,

Sub: Allotment of residential House/Plot _____, known as "Rang Fortune", situated at Tavra, Bharuch.

We thank you for your interest shown in Mohan Developers for purchasing residential unit in Rang Fortune. Accordingly, we had offered you a residential unit, and you had orally accepted the offer regarding the same with agreed terms and conditions of payment, possession, etc and provisionally the said unit was booked for you. It is indeed our pleasure to inform you that the Unit booked by you via the aforementioned discussion and provisionally allotted to you is now being finalized subject to the terms and conditions as stated hereunder.

The details of the Applicant and the House/Plot 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)	
House/Plot.	
Type of House/Plot	
Carpet Area	[Area] Sq. Ft. equivalent to [Area] sq. meters
Consideration Value	Rs. [Amount]/-

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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 House/Plot, make all payments to the Mohan Developers 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 House/Plot 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 paying of 9% 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 House/Plot, the Allottee shall be deemed to be in default. In the event of such default, theMohan Developers 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 Mohan Developers shall have the option to cancel the

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allotment of the House/plot, 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 House/Plot shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the House/Plot, save and except the right to receive Refund Amount as per (b) below.
 - b) All amounts paid to the Mohan Developers by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting there from the Liquidated Damages amounting of 12% p. a. on the Total unpaid 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 Mohan Developers the deficit amount of Liquidated Damages.
6. The payment of Refund Amount shall be made through banker's cheque
 7. All overdue payments shall attract interest at 12% 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 Mohan Developers, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.
 8. The Mohan Developers shall endeavor to make available the House/Plot 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.

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9. It is mandatory for Allottee to become a member of Association/Co-Operative Society, formed by Mohan Developers for maintenances of the society/building/county and pay all fees/dues/charges as when decided by the formed body.
10. The House/Plot cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the House/Plot have been received by the Mohan Developers and the Allottee has taken possession of the House/Plot.
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 Mohan Developers 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 Mohan Developers shall be entitled to proceed as per the provisions of this Allotment Letter.
12. The Allottee hereby agrees that the Mohan Developers shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the Mohan Developers 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 Bharuch (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 Mohan Developers 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 Avdhoot Builders for compliance or as directed under The Real Estate (Regulation & Development) Act, 2016 or any rules in force.

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Our Representative can be contacted for any queries or assistance on the following :

Mobile: _____

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

Warm Regards,

For Mohan Developers

(Authorized Signatory)

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ANNEXURE A

Milestone	Payment
Booking Amount (payable on date of executing Agreement to Sell)	9% of total purchase price Rs.00000
On completion of Plinth level-	36% of total purchase price Rs.00000
On completion of Ground Floor Slab including Walls	10% of total purchase price Rs.00000
On completion of First Floor Slab including Walls	10% of total purchase price Rs.00000
On completion of plastering of the Unit	10% of total purchase price Rs.00000
On attaining Finishing Level including flooring, waterproofing, electrification, plumbing, etc	20% of total purchase price Rs.00000
On possession of the unit	05% of total purchase price Rs.00000
Total	
Note: Goods & Service Tax, Stamp duty, other applicable taxes and any other government levies shall be extra as and when applicable.	

Notes:

- All applicable Government Taxes and Levies including GST shall be payable as and when demanded by Mohan Developers.
- The Consideration Value paid by the Allottee to Mohan Developers 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 House/Plot.
- 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

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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 Mohan Developers to the bank/financial institution of the Allottee.

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ANNEXURE B
SOCIETY AND OTHER CHARGES*

1. Rs. _____/- (Rupees _____ only) towards deposit in respect of society maintenance out of which unused balance amount will be repayable at the date giving Possession (As decided and agreed by the Promoter).
2. Electricity Deposit Reimbursement if any :(payable on or before the Date of Offer of Possession:

Rs. _____/- (Rupees _____ only) towards provisional amount of reimbursement of deposit paid to Electricity Supply by Mohan Developers on Allottee's behalf. The benefit of the said deposit shall stand transferred to the Allottee when meter is transferred to Allottee's name.

*GST, Legal Charges, Stamp Duty , Other Taxes and any other government levies shall be extra, as applicable and payable by the Allottee.