

Allotment Letter



This Allotment Letter is made on _____, between M/s R. A. Builders Pvt. Ltd., a company incorporated under the provision of the Companies Act, 1956, having its Corporate Office at, U.P., India, hereinafter referred to as the Company/Developer (which expression shall, unless repugnant to the context or meaning thereof shall deem to mean and include its assigns and successors etc.) through its Director/Authorized Signatory, duly authorized by board resolution of the First Part.

AND

1. Mr./Mrs. Son/Daughter/Wife of Mr. Resident of _____

Jointly With*

2. Mr./Mrs. Son/Daughter/Wife of Mr. Resident of _____
*{to be filled up in case of joint allottee(s)}

OR

3. M/s.....a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by resolution dated..... Mr. / Mrs. / Ms(copy of the resolution signed by all Partners required). PAN/TIN:.....Registration No.....

OR 4.

M/sa Company registered under the Companies Act, 1956, having its registered office atthrough its duly authorized signatory Mr./Mrs./Ms. authorized by Board Resolution dated (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN..... (Hereinafter referred to as the Allottee which expression shall include his/ her/ their respective legal heirs, successors, executors, transferees and assignees) of the Second Part.

WHEREAS this Allotment Letter is reference to your application dated _____ for the allotment of a residential flat/unit in the Group Housing Residential Complex, known as "AVANTE" to be constructed on Plot No. _____

A) As per the building Plan/Layout plan of said "Avante" it is envisaged that the Flat/Unit on all floors shall be allotted as an independent dwelling unit with the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty and machinery rooms, guard rooms and other common facilities, if any, for the flat/unit(s) to be used and maintained jointly by

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all the Allottee in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottee shall not be permitted to carry out any construction on the terrace(s).

f) That the reserved/covered parking space has been allotted together with the Flat/Unit and the same shall not have independent entity detached from the Flat/Unit. The Allottee shall not sell/transfer the reserved/covered parking space independent from the Flat/Unit. The Allottee may apply for additional parking space, which may be allotted subject to availability and as per the condition decided by the Company. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the Complex.

g) The Allottee has full knowledge of applicable laws, notifications, rules, regulations and policies applicable to the said land/housing complex as framed by Government, Bareilly Development Authority, and has acknowledged and understood the terms and conditions and the Allottee has confirmed and assured the Company.

h) The Allottee has demanded from the Company and the Company has readily allowed the Allottee for inspection of the site, proposed buildings plans, specifications, ownership record of the aforesaid plot and all other relevant documents relating thereto, and as a result hereof and / or otherwise the common facilities, the title and also the right and authority of the Company to enter into this Allotment Letter.

i) And whereas the requisite Allotment Letter is being executed now incorporating the details embodied in the application form and terms and conditions agreed upon and it is hereby agreed & confirmed by and between the parties that this Allotment Letter shall prevail over all other communications, terms and conditions given in brochures, advertisements, price list, any other sale documents. This cancels all previous Allotments/Agreements issued against this Allotment Letter the Allottee shall quote the flat/unit number in all future communication with the Company.

j) The Allottee shall after possession comply with all mandatory requirements and compliances as the Ministry of Environment & Forest (GOI) norms, UP Pollution Control Board/Water Commission/any other rules and regulations laid down by state of UP or any other competent authority.

k) All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Application Form.

FLAT/UNIT DETAILS:

A. Flat/Unit No.: Floor:
 Type: Tower/Block: Super
 Area: Sq. Ft. Covered
 Car Parking (Nos.) Total
 Flat/Unit Cost Rs. Service
 Tax:

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OBSTRUCTION/STOPPAGE IN WORK The work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.

USE OF SINGULAR & PLURAL That for all intents and purposes, singular includes plural and masculine includes feminine.

ABANDONED OF PROJECT If for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the money of the Allottee will be refunded full without interest.

ARBITRATION All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, shall be mutually discussed and settled between the parties to this Allotment. All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, which cannot be amicably settled, shall be decided by a sole arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996. The venue of the arbitration shall be Bareilly or such other place as may be mutually agreed to between the parties and the award of the arbitrator(s) shall be rendered in English.

APPLICABLE LAW & JURISDICTION

This Allotment shall be construed and legal relations between the parties to this Allotment Letter shall be determined and governed according to the laws of India. That the Courts at Bareilly, shall have jurisdiction in all matters arising out of and / or concerning this agreement.

FOR M/s R.A. Builders Pvt. Ltd.

Allottee(s)

Witnesses:

1)

2)

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