

Memo: SKS/ALT/001/12-13.

Dated: __/__/2014

To,
Mr./Mrs./Ms. _____

“ALLOTMENT LETTER”

Project Name: Shree Krishna Square

Premises No: 2A, Grant Lane, P.S. Bowbazar, Kolkata-700012.

In ref.: Application No. _____ dated _____.

Subject: Unit No. _____ on the ____ Floor, having _____ sq. ft. Built-up area or _____ sq. ft. Super-built-up area in our ongoing Project “SHREE KRISHNA SQUARE”, at 2A, Grant Lane, P.S. Bowbazar, Kolkata- 700012.

Dear Sir(s)/Madam(s),

It is immense pleasure for us to inform you that relying on your confirmations, representations and assurances with regard to the terms, conditions and stipulations contained in your above referred application for allotment of aforesaid Unit in our ongoing Commercial Project, the Firm hereby is pleased to allot you the said aforesaid Unit for a sale consideration of Rs. _____/- (Rupees _____ only). The Amount for Extra Development charges, maintenance charges and other deposits shall be payable extra as will be defined in the sale agreement.

The Car Parking(s), if purchased, will be allotted on completion of the project and / or at the time of possession of the said Unit.

The details of Sale Consideration are as follows:

Sl No.	Cost Of	Amount
1.	Unit @ _____/- on ____ sft as Super Built Up Area (After discount).	Rs. _____ .00
2.	Parking (Independent)	NIL
3.	Parking (Dependent)	NIL
4.	Parking (Open)	NIL
5.	Two Wheeler Parking	NIL
	Total	Rs. _____ .00

Rupees _____ Lakhs Only.

From the date of this Allotment Letter the amount of application deposit shall be treated and/or part of the earnest money inclusive of Service Tax as applicable time to time towards the aforesaid Unit(s).

You are hereby requested to make further payment of an amount of Rs._____/ - (Rupees _____) within 30 days from the date of this Allotment Letter to execute Agreement for Sale. On Execution of the agreement for sale all the terms and conditions mentioned in the agreement shall treated as final and binding on Parties.

We again thank you for showing interest in our project. In case you need any further clarification, you are welcome to contact the Legal Department/Sales Department, at our Regd. Office.

Thanking you and assuring you of our best attention and services at all times.

Yours faithfully,

DIPAK YADUKA

Account Details: SHREE KRISHNA CONSTRUCTION

Account No.: _____ Bank: HDFC, _____ RTGS Code: _____

Terms & Condition of This Allotment

1. This allotment is subject to realization of the entire earnest money as mentioned herein above or as decided by the FIRM from time to time.
2. The Application deposit paid by the applicant shall be adjusted with the earnest money.
3. If the Allottee(s) withdraw and/or cancel this allotment and/or fails to execute and return the Agreement for Sale within 30 (Thirty) days from the date of dispatch of written intimation from the FIRM, in that event the FIRM shall have unilateral rights and liberty to cancel this allotment and also the right to re-allot/re-transfer the Office Space/Unit to any other person without any further intimation and/or obstruction from the applicant or any other person claiming through his/her/it. On cancellation, the Allottee shall be entitled to the remaining amount, if any, upon return of original Allotment Letter & all Receipts, if any, to the FIRM.
4. Upon such cancellation the FIRM shall be entitled to forfeit a sum equivalent to Rs.1,00,000/- (Rupees One Lakh) only or 2% of total consideration amount whichever is higher.
5. That the intending applicant shall not be entitled to get the name of his/her nominee substituted in his/her place without the prior approval of the FIRM, which may in its sole discretion, permit the same on such terms as it may deem fit.
6. The intending allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that may be required to be modified by the FIRM at its own discretion.
7. The intending allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of FIRM and as mentioned in the draft agreement for sale.
8. Saving and excepting the particular Unit allotted, the intending allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of other Unit(s)/Parking Space(s) or unsold Unit(s), open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for recreational facilities, [excepting what has been allotted by an agreement to Intending allottee(s)]
9. That Demand Letter issued by the FIRM to the effect that instalment has become due, as stated above, shall be final and binding on the allottee(s). It is made clear that time for payment is the essence of this allotment. That in exceptional circumstances, the FIRM may in its sole discretion condone the delay in payment by charging interest @ 15% P. A.. In the event of the FIRM waiving the right of forfeiture and accepting the payment on that account, no right whatsoever would accrue to any other defaulter allottee(s). That the allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Unit, as the case may be or at any time thereafter, have no objection to the FIRM constructing or continuing with the construction of the remaining structures in the Building/Complex or other buildings adjoining the Unit sold to the allottee(s).

I/we have carefully read and understood the terms and conditions mentioned in this Allotment Letter and hereby agree and undertake to abide by them. I/We shall sign and execute the "Agreement for Sale, as and when required by the FIRM on its standard format.

Date:

Place:

ALLOTTEE(S)