



# PRECISION STRUCTURES & CONSULTANCY SERVICES PVT LTD

219, Akansha Complex, MP Nagar Zone 1, Bhopal (M.P.) 462011

Ph: +91755-4297665 Email: precisionstrucon@gmail.com

## :: ALLOTMENT CUM ACCEPTANCE LETTER ::

To,

Mr. ....

R/o .....

Dear Sir,

We the Developers/builders M/s Precision structures and consultancy services Pvt Ltd, are pleased to inform you, that in response to your application dated ....., and the payment of booking amount of Rs. ..../- (Rs. ....Only ) on your part through cash/cheque no. ....of..... Bank ..... Branch Indore dated ....., our company has agreed to allot a unit , known as unit No. ....situated in the **VASANT PLAZA COMPLEX**, being developed & constructed by us, on **Plot No.4/1, NAYAPURA, INDORE, ZONE NO-03**, after obtaining NAGAR NIGAM, INDORE approval vide Permission No. 3543/IMC/Z03/W13/2014, with which you have already satisfied yourself before issuing this letter dated ....., having measurements and boundaries as under:-

Total unit area of .....sq.ft. and Super Built up area .....Sq.ft. (Approximately) which is bounded as under:-

Kindly accept the allotment of the said space, by signing this allotment cum acceptance letter, under the terms contained herein.

### Terms of Allotment:-

1. That you agree that this Allotment Letter has been issued only by us, i.e M/s **Precision structures and consultancy services Pvt Ltd**, being the Developer of **Vasant Plaza** and you agree that all the amounts including the entire consideration amount sunit be paid to & received by us the Developers M/s **Precision structures and consultancy services Pvt Ltd**,

2. That a total consideration of Rs. ..../- (**Rs. ....Only**), towards the costs of the said unit and other sums as mentioned hereinafter, sunit be paid by you to the developer, in the manner mentioned in schedule of payment already handed over to you & signed by you, a copy of **which is annexed herewith** and upon the various terms and conditions to be observed and performed by you, as stated herein after, developer sunit sell & transfer, free from all encumbrances, charges and demands, a unit marked on plan as bearing unit No.....in said complex being constructed on the land situated on **Plot No.4/1, NAYAPURA, INDORE, ZONE NO-03**.

3. That you hereby agree that you have applied for purchasing the said unit with full knowledge and subject to all the laws/notifications and rules applicable to this area in general and particularly ours and our rights/interest about this project, which have been explained by us and understood by you including all the limitations and obligations in respect thereof and you have further agreed to strictly abide by our rules/bye laws.

4. That the time of payment mentioned in the schedule of payment is the essence of this allotment cum acceptance letter. It is mandatory on your part to comply with the terms of payments and other terms and conditions of works, failing which we sunit be at liberty to act as your constituted general attorney, which is being granted by you separately.

5. That without prejudice to our aforesaid rights and at our desecration, you sunit be liable to pay us, an interest at the rate of 24% per annum on all amounts due and payable by you, if such amount is outstanding for more than 15days. The discretion for termination of contract or the acceptance of the delayed payment with interest at the rate of 24% per annum sunit exclusively vest with us.

6. That the design and plan for the said property have been prepared by the expert architects and you have examined and are fully satisfied with the same and therefore, hereinafter you will have no right for changes in the said design/plan, except with our consent and you will also not interfere with construction and development works of the said complex in any manner.

7. That however we sunit have the right to effect suitable and necessary alterations in the plan of building or block of buildings, if any found necessary due to the instructions/directions of architect or any lawful authority.
8. That you hereby expressly agree that in case, you fail to make the payments of installments as mentioned above, we sunit have a legal right to get the mortgage if any created by you against said property foreclosed by repaying the loan amount to the concerned bank & to recover their aforesaid charges by sale of the super structure there on whichever is available on the date of default, as mentioned in the schedule hereto, to any other person at your risks and costs.
9. That besides the cost of the unit you hereby expressly agree to pay all such fee/charges and maintenance charges for all such facilities provided/ to be provided by us therein. You hereby further agree with us that our decision about fixing such charges for all the facilities/amenities sunit be final and binding on you.
10. That in case you desire to cancel the said allotment then we sunit refund the amount paid by you after earnest money (10% of the consideration is "Earnest Money") and all other expenses incurred in this regard e.g. registry charges, legal exp. etc. but only after the said unit has been "Re-allotted" and at least equivalent amount is received from such re-allotment.
11. That in case you desire to avail loan facility, to meet the installments, from any housing loan agency, financial institution, employer with or without our assistance and if such loan disbursement gets delayed due to any reason whatsoever, then all delayed payments sunit attract an interest of 24% (Twenty four percent) p.a. and payment sunit be payable on demand directly to us.
12. That you agree that the said unit is being allotted to you, with full knowledge and subject to terms and conditions of holder application and all the laws/notifications and rules applicable to this area in general.
13. That you hereby agree that you sunit not claim the possession of the unit, if any of the installments, payments or other charges are due and you further agree to accept the possession of the said unit only after clearing all the dues towards the said unit. We, on completion of the said unit sunit issue a final call notice to you and you will immediately remit all the dues and take possession of the same. (In the event of your failure to take possession of the same for any reason whatsoever, you sunit be deemed to have taken possession of the unit and sunit bear all maintenance and other charges on account of such allotted unit from the date of the said notice).
14. That since we are constructing the property mentioned in the schedule hereto along with other adjoining properties, booked/purchased by other purchasers, as per the agreed plans and since we have agreed to complete this complex also with the same type of materials, fittings and fixtures, therefore, it has been expressly agreed by you, that you sunit not interfere with the construction work at any time.
15. That you sunit in no case encroach upon any land included in the project, except as allotted vide this allotment cum acceptance letter.
16. That we sunit deliver the unit to you only after all the dues and other sums with respect to the said unit payable to us, are cleared by you.
17. That it is further expressly agreed by you that the areas shown in our sale literature as super built-up areas are as per the calculations of our architect and engineers. You sunit not raise any objection or demand any explanation regarding the same since the sale price is on lump sum basis.
18. That you sunit pay to us, the stamp duty, registration charges and all the other incidental and legal expenses for registration of sale deed of the unito in your favour which sunit be executed and got registered after receipt of all dues, charges and expenses payable by you, in the respect of the unit allotted.
19. That the possession of the said unit sunit be delivered to you after the same is ready for occupation and use, provided all the amounts due against you are paid to us. You sunit take the possession of the said unit after 10 (Ten) days of our giving written notice to you, intimating that the unit is ready for possession, use and occupation.
20. That the possession of the said unit sunit be delivered to you after 15 months from the date of this agreement provided all the amounts due against you are paid to us well in time and when demanded.
21. That commencing a fortnight after notice is given by us that the unit is ready for possession & occupation, you sunit be liable to pay an interest @ 24% (Twenty four percent) per annum on all payments due to us.
22. That considering the nature of work involved, if the completion of the complex is reasonably delayed due to unforeseen reasons or due to shortage of raw materials, steel, cement, etc. or due to any force majeure, then you sunit not claim any interest whatsoever on any amount deposited with us. Thus you agree that the sale of unit is subject to the **FORCE MAJEURE** clause.

23. That we hereby agree and undertake not to make any demand for any extra or additional amount owing to the fluctuations in price, if any, of the material.
24. That in case we or you fail to abide with the terms and conditions of this agreement the aggrieved party sunit have the right to get the terms of this allotment cum acceptance letter specifically enforced through court of law and in that eventuality if any objection is raised by either party or on her/its behalf sunit be treated as null, void and inoperative.
25. That it sunit be your responsibility to inform us by registered A.D. Letter about any change in your address other than the one mentioned in this letter. All demand notices and letters posted at the first registered address will be deemed to have been received at the time when those should ordinarily reach such address and you sunit be responsible for any default in payment and there consequence that might occur there from.
26. That Electrical Transformer and Lines, Water supply, Sewage Lines, Roads etc., will be common for the entire project .
27. That you will not be entitled to take water connection directly from the main water supply Line and the you sunit allow to us for any type of construction which is left over in the said project due to mortgage or any other reason & for which we sunit be entitled to use existing water supply system and power supply as may be needed, time to time for which you sunit not make any objection and if made it will be treated as null and void.
28. That in addition to the amounts mentioned in term no. 1 above, you sunit pay service tax and any other taxes imposed by State Government/Central Government of any other authority against sale of property.
29. All earlier terms if any and if in contradiction to the terms contained in this letter sunit stand null void and in operative.
30. That we the Developers on the one part & you the Allottee on the other part sunit be free to execute Agreement to Sell or such other Agreements in future, as may be necessary, on such terms & conditions, including all the above terms, as may be mutually agreed.
31. That, the Bhopal court alone sunit have jurisdiction in all matters arising out of touching and / or concerning this transaction.

This letter is issued by the Allotter & the letter & all the terms contained therein have been accepted by the Allottee by signing the letter in presence of the witnesses at Indore on this .....Day of ....

**SIGNED, SEALED & DELIVERED BY**

**M/S Precision Structures and consultancy services Pvt Ltd,  
(DEVELOPERS)  
219, Zone- I, M.P. Nagar, Bhopal  
Through its Director Mr. Sachin Joshi**

**We/I do hereby accept all the terms contained  
herein above by signing this Letter**

**ALLOTTEE**

**(Mr. )**

**PYAMENT TO BE MADE BY THE ALLOTTEE**

**NAME :** Mr. ....

**COST :** Rs.

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**TOTAL** Rs.

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**PAYMENT SCHEDULE**

			DATE	AMOUNT	STATUS
1	Booking Amount			<b>1.00 Lacs</b>	
2	Within 35 Days	10%			
3	Within 60 Days	10%			
4	Initiation of Foundation	10%			
5	Initiation of Plinth	10%			
6	Initiation of Structure	20%			
7	Initiation of Brick Work	25%			
8	Initiation of Flooring	10%			
9	On Possession	Balance amount			
<b>Note: A. Registry Charges sunit be payable at actual by Customer</b>					
<b>B. All Govt. Taxes such as VAT, Service tax etc as applicable sunit be borne by Purchaser</b>					
<b>C. If Any Duty as and when Demanded by Govt Department against this allotment cum acceptance letter, sunit be borne by Purchaser</b>					

**Witnesses**

**SIGNED, SEALED & DELIVERED BY**

1. M/S Precision Structures and consultancy services Pvt Ltd,  
(DEVELOPERS)

We/I do hereby accept all the terms contained

herein above by signing this Letter

ALLOTTEE

(Mr.....)