

Provisional Allotment Letter

Date: _____

To,

Sub : Allotment of Plot No ____ at **Zuari Garden City - Plots,**

Dear _____,

With reference to your booking application for Zuari Garden City - Plots, Zuari Infraworld India Ltd is pleased to allot ("**Allotment**") a plot bearing No. ____ ("**Plot**") measuring ____ square feet in our project, Zuari Garden City - Plots.

1. Zuari Infraworld India Ltd acknowledges that it has received a sum of **Rs. 1,00,000/- (One Lakh Only)** from you towards your booking.
2. This Allotment is subject to the fulfillment of the terms and conditions set out here in which shall prevail over all other terms and conditions set out in any publicity material, price lists and other documents including correspondence, if any, between us.
3. The total sale consideration ("**Consideration**") for the purchase of the plot is fixed as under.

Total Consideration of plot is _____/- (**Rupees** _____ **Only**)

*(Above Consideration is excluding of, , Registration fees and Stamp Duty charges). The Legal expenses, taxes and charges as applicable on the date of registration of the Sale Agreement & sale deed shall be extra.

Unit Details

Project	Zuari Garden City - Plots
Plot No	
Area	

PROPOSED PAYMENT SCHEDULE – Zuari Garden City - Plots,

This payment plan for the balance payment is:

Milestone Schedule	Percentage
On Booking	1 Lac
On Agreement (Minus Booking Amount)	20% minus Booking Amount
On Commencement of Plot Demarcation	30%
On Commencement of Plumbing/Storm Lines	25%
On Commencement of Road	20%
On Possession	5%

Amount Paid till date is **Rs. _____/- (Rupees _____ Only)**
Balance payable is **Rs. _____/- (Rupees _____ Only).**

The Allotment of the plot is only provisional and shall be subject to fulfillment of the following terms and conditions:

- i. All Allotments are subject to amendment of the sanction plan by the MUDA if any.
- ii. The dimensions, area and boundaries of the plot are based on the sanctioned plan approved by MUDA. There may be certain alterations to the same based on further amendments to the sanction plan. You shall agree to give effect to such alterations and amendments and shall have no objections for such alterations and amendments whatsoever.
- iii. The Allotment of the plot on the basis of the application filed by you is entirely at the discretion of Zuari Infraworld India Limited and Zuari Infraworld India Limited has a right to reject any application without assigning any reason.
- iv. Payments to Zuari Infraworld India Limited are to be either made by way of demand draft or account payee cheques favouring '**RERA Designated Account for Zuari Garden City – Plots Project- ZUARI INFRAWORLD INDIA LIMITED** – ', Federal Bank , A/c No. _____, payable at Wipro Road Kormangala, or by way of electronic fund

transfer, RTGS/NEFT/IFSC: IFS Code. _____, such electronic fund transfer being done after prior intimation in writing. Please be informed that cheques are subject to realization, if the cheque issued by the applicant bounces then in such a case this allotment letter shall stand terminated and Cancelled. The applicant shall not have any claim towards the said allotment.

- v. This Allotment letter does not create any right, title or interest over the plot, until and unless a registered sale deed has been executed by Zuari Infraworld India Limited in your favour.
- vi. You shall bear the stamp duty and registration fees for the execution of the agreement to sell and the sale deed and Zuari Infraworld India Limited shall not be liable to bear any such costs, whether direct or ancillary, to the execution and registration of the above documents.
- vii. If the plot is being booked on behalf of a person other than you, you shall be required to provide a duly executed power of attorney or other authorization in your favour to Zuari Infraworld India Limited at the time of the execution of the agreement to sell. If the plot is being purchased by any person, other than a natural person, necessary legal documents relating to its existence, letter of authority and other documents etc., as may be requested by Zuari Infraworld India Limited shall be provided at the time of the execution of the agreement to sell.
- viii. Without the prior written consent of Zuari Infraworld India Limited, you shall not be entitled to assign/transfer any right, title and interest under this Allotment to a third party. It is clarified that Zuari Infraworld India Limited is not obliged to give its consent for any assignment by you, and should Zuari Infraworld India Limited accord its consent to the assignment of this Allotment by you, the same may be accorded with such conditions as Zuari Infraworld India Limited may deem fit. Provided however that you may, with prior written intimation to Zuari Infraworld India Limited in this regard, assign your entire right, title and interest under this Allotment to a blood relative. No partial assignment by you of any right, title or interest under this Allotment would be permitted (including to a blood relative). After the assignment of this Allotment, such third-party shall continue to make payments with respect to the Consideration in the manner set out in this Allotment letter.
- ix. Any dispute arising out of this Allotment, including interpretation of this Allotment letter shall be resolved by binding arbitration in accordance with the procedure provided under the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator, to be appointed by Zuari Infraworld India Limited and the seat of arbitration shall be at Bangalore, Karnataka. The costs of such arbitration shall be borne by both the parties.

Should you accept the terms and conditions set forth in this Allotment letter, kindly sign and return a copy of this to us in token of your acceptance.

Yours faithfully,
Authorized Signatory

(For Zuari Infraworld India Limited)