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## LETTER OF ALLOTMENT

Dear Sir,

This has reference to your Application/Expression of Interest dated \_\_\_\_\_ for purchase/ allotment of an Apartment/ Commercial Unit/ Plot in our Project \_\_\_\_\_ situated at \_\_\_\_\_

In response to the above, we are pleased to allot you an Apartment/ Commercial Unit/ Plot as per the details given below

|                                                                                                                             |                                              |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Name of the First Allottee & Address                                                                                        |                                              |
| Status of Applicant(s)                                                                                                      | Individual/Company/Firm/NRI/Foreign National |
| PAN/ADHAR Number                                                                                                            |                                              |
| Name of Project and Phase                                                                                                   |                                              |
| Location of the Project                                                                                                     |                                              |
| Type of Unit (Residential/Commercial)                                                                                       |                                              |
| Description of Unit (Plot/ Independent Floor/ Residential Apartment/ Studio Apartment/ Office Space/ Retail Shop/ Any other |                                              |
| Plot Area/Carpet Area of the Unit (Sq.Ft.)                                                                                  |                                              |
| Amount of Consideration (Rs.)                                                                                               |                                              |
| Amount paid on Application                                                                                                  |                                              |
| Amount Payable on Allotment                                                                                                 |                                              |
| Due date for payment of allotment money                                                                                     |                                              |

\* All Cheque / Demand Drafts should be drawn in favor of " \_\_\_\_\_ " payable at \_\_\_\_\_

Upon the above allotment, in addition to making payment of the Allotment Money, you are also simultaneously required to execute an Agreement to Sale as prescribed under Section 13 of the Real Estate (Regulation & Development) Act, 2016

This Letter Allotment is subject to the terms and conditions set out overleaf/in the Annexure forming part hereof, as well as those contained in the Agreement to Sale to be executed.

The Duplicate copy of this Letter of Allotment and Annexures may please be returned duly signed by all the Allottees.

We will be pleased to assist you on any matter relating to this communication

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

Yours truly,

**For (Name of the Promoter Company)**

Authorized Signatory

## ANNEXURE TO LETTER OF ALLOTMENT

### Terms & Conditions of the allotment

1. The Applicant ("Allottee") has applied for allotment/purchase of a Flat/Apartment/Unit in the above mentioned project with full knowledge about the project and subject to all the laws, rules, regulations, notifications and Government policies as applicable to the said project in particular and in the area in general which have been explained by the Company and understood by him.
2. The Allottee has fully satisfied himself about the title, interest and rights of the Company in the project-land and the descriptions and specifications of the project and has understood all the limitations and obligations in respect thereof and there will be no more investigation or objection by the Applicant in this respect.
3. The Allottee agrees to execute the Agreement to Sale as prescribed under Section 13 of the Real Estate (Regulation & Development) Act, 2016 ("Act") immediately after the receipt of this Letter of Allotment and make payment of the Allotment Money as set out over leaf within the due date, failing which this Letter of Allotment shall stand automatically cancelled without any prior notice/letter in writing to the Allottee and the amount paid by the Applicant shall be forfeited as per the provisions of the Act or rules and regulations made thereunder.
4. All payments towards the price of the said Flat/Apartment/Unit will be made through the Bank Account of Applicant only and if the payment is made otherwise, the same shall be at the risks and consequences of the Applicant.
5. The Allottee agrees that the Company shall have absolute and unfettered right to change the Unit Number/Phase/Category before the execution of the Agreement to Sale. The Company, in its sole discretion, may also entertain the request of the Allottee for the change, subject to the availability of the Flat/Apartment/Unit in the desired category.
6. The Allottee, who is Non Resident Indian/Person of Indian origin resident outside India/Foreign National/Foreign Company, agrees that all remittances, for the acquisition/transfer of the said Flat/Apartment/Unit shall be sole responsibility of such Allottee and he shall comply with all the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rules and regulations of Reserve Bank of India or any other applicable laws and provide the Company with such permission, approvals, which would enable the Company to fulfill its obligations under the said Allotment. The Allottee shall keep the Company full indemnified and harmless in this regard. The company accepts no responsibility on account of any default/violation/failure on the part of the Allottee.
7. The allottee shall get his complete address registered with the Company and submit necessary ID/Address proof and it shall be Allottee's sole responsibility to inform the Company in writing by Registered/Speed Post A.D. about all or any subsequent changes, if any, failing which all communications/notices etc. sent by the Company at the first address as mentioned by the Applicant in his Application Form or at the last known address as informed by the Applicant, as the case may be, shall be deemed to have been received by the Applicant.

8. In case of joint Applicants, all communications/notices shall be sent by the Company to the Applicant whose name appears first at the address given by him and this shall for all purposes be considered/deemed to have been received by all the Allottees and no separate communication shall be necessary to the other joint-Allottee(s).
9. The Allottee shall have to strictly comply with the schedule of payment opted by him and he shall be fully and solely responsible for any default in payment and the consequences that might arise there from. The Applicant undertakes to abide by all the laws, rules and regulations relating to the said Flat/Apartment/Unit/Building/Complex.
10. The Allottee agrees and acknowledges that the sale price/total price consideration of the Flat/Apartment/Unit applied for by him and allotted herein is fair and acceptable to the Allottee. The Allottee further agrees and acknowledges that a similar Flat/Apartment/Unit may be/have been sold/allotted by the Company at a different price/consideration and the Allottee shall not raise any objection or claim in this regard.
11. The Allottee has seen and accepted the layout plans, which are kept at the Company's office and agrees that the Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit or as may be done/directed by any Competent Authority in the interest of the project and the Allottee hereby gives his consent to such variation/addition/deletion/alteration and modification.
12. The Allottee declares that all payments are made/will be made from his own bank account and from his known source of income/Home Loan.

#### **DECLARATION**

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same.

I/We do hereby agree to sign and execute the Agreement to sale immediately, failing which this Letter of allotment shall stand automatically cancelled without any prior notice/letter in writing and the amount paid by me/us may be forfeited/refunded by the Company and I/We shall have no claim whatsoever against the Company.

I/We, the undersigned Applicant(s), do hereby affirm and declare that the above mentioned particulars/information given by me/us are true and correct to the best of my/our Knowledge, nothing stated therein is untrue and nothing material has been concealed there from.

Yours Faithfully

.....

Signature and Name(s) of the Allottee(s)

Date:

Place: .....