Allotment Letter

Date: DD/MM/YYY

To,
_____ (full address details)
_____
_____
_____Email + Contact Number

Subject: Allotment of Plot/Shop/Unit number ____ in our project "Kesar _____" at Bhilgaon, Kamptee, Nagpur.

Dear Sir/Madam,

In response to your Application dated _____, we are pleased to allot you Plot/Shop/Unit number _____ admeasuring _____ square meters carpet area along (hereinafter referred as "said unit") in our project known as "**KESAR _____**" at **BHILGAON**, **KAMPTEE**, **NAGPUR** (herein after referred as "said project"), for total consideration of _____ and on the terms and conditions as stated herein.

We have received a sum of Indian Rupees _____ (amount in WORDS) as earnest money in respect to the said unit. Details of the same is as follows:

Earnest money payment details _____

The said project is registered as per the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) with the Real Estate Regulatory Authority (hereinafter referred as "the Authority") under the registration number _____ available at website: http://maharera.mahaonline.gov.in.

Draft - Kesar - Private

This allotment letter issued to you on the understanding and assurance given by you to us that you will enter into regular agreement for sale under the provisions of The Real Estate (Regulations and Development) Act 2016, (as amended up to date) on terms and conditions, which may contain therein. You undertake to execute the ownership agreement as and when called upon by us and pay the necessary stamp duty and registration charges thereof. All the terms and conditions mentioned in the Allotment Letter and/or Agreement for Sale or such document executed for sale of the unit shall be binding on you and confirm that this allotment is the basis of commercial understanding of the parties.

Nature of this document

1. Whereas, the promoter has developed the layout, which the promoter has the legal right to, under the name of "KESAR _____" which has the valid permission from the NIT/NMRDA which is the competent authority for approval in this case, in Survey Number _____ of Mauza _____ Tahsil _____ District _____ to an extent of _____ acres of site area, which was registered with MAHA-RERA vide registration number _____.

2. Whereas you have approached the Promoter to allot _____ Plot/Unit in the project after having examined the title and required sanctions/permissions approvals and also having satisfied with the right/title/authority of the promoter to convey the Plot/Unit in the Layout Project.

3. Whereas, yourself and the promoter have come to a conclusion about the sale price and the Promoter has agreed to allot the Plot. Thereof this Letter of Allotment is issued by the Promoter to you, with the following terms and conditions

Terms and Conditions

a. You have seen all the documents of title deeds and other relevant papers etc, pertaining to the said property and are fully satisfied about our title, rights and interest in respect the said project.

b. You are aware of and have acknowledge that the Building plans are provisional and agree that we may make such changes, modifications, alternations and additions therein, as may be deemed necessary or may be required to be done by us or any other local authority or body having jurisdiction.

Draft - Kesar - Private

c. You will be bound by the terms and conditions as stated in the Agreement for Sale and/or the Conveyance Deed to be executed. You will have to pay necessary stamp duty and registration charges and register the said Agreement for Sale and/or the Conveyance Deed. You have seen standard format of Agreement for Sale as required under provision of MOFA/RERA to be executed between you and the Promoter and have accepted the terms and condition contained therein.

d. You shall not transfer the said unit without prior consent of promoter, reduced in writing, till the conveyance of the same is executed.

e. You understand and agrees that within ____ days from the issue of this letter, he/they will have to pay 10% or above of the total consideration amount and execute a registered Agreement for Sale and/or Conveyance Deed. Failing to do so this allotment letter will be deemed to have been cancelled without any further communication to you and result in forfeiture of the amount paid by you.

f. You agree and understands it is mandatory to execute and register the Agreement for Sale on or before payment of 10% or above of the total consideration as stated hereinabove under RERA. Registration of the said Agreement will your responsibility. On payment of stamp duty on the said Agreement for Sale, the Promoter or his representative will attend the office of Sub-Registrar of Assurance at mutually convenient day and time to execute and admit the execution of Agreement for Sale. The Promoter will not be responsible for any delay in registration of agreement and any consequence arising under MOFA/RERA.

g. All payments to the Promoter shall be made in favor or _____ payable at **NAGPUR** with respect to the following bank details:

   Bank Name:
   A/c Number:
   Branch Name:
   IFSC Code:

h. You have confirmed that this Letter of Allotment supersedes previous writing/s and document/s, if any, exchanged / executed between us in respect of this Transaction and that only this Letter of Allotment constitutes the entire understanding / agreement arrived at between the parties hereto for sale of the Said Plot.

Draft - Kesar - Private

i. All letters, circulars, receipts and/or notices to be served to you shall be deemed to have been duly served if sent by registered A.D. at the address given by you and on E-Mail ID provided which will be sufficient proof of receipt of the same by you and shall completely and effectively discharge the Promoter of his obligations.

j. This letter of Allotment shall be governed and interpreted y and construed in accordance with the law of India. The courts of NAGPUR alone shall have exclusive jurisdiction over all matters arising out of or relating to this letter of allotment. Any disputes may be settled by a sole arbitrator and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

For any queries or assistance you may contact the Promoter on:

Email Id:
Phone Number:
Office Address: F-101, Jagat Plaza, Law College Square, Nagpur – 440010.

Thanking you

Yours faithfully,
Yash Gopal Gupta,
Director,
Kesar _____

Draft - Kesar - Private

Declaration by Allottee:

I / we have read and understood the above terms and conditions as well as the Agreement for Sale prepared by the Promoter as per the standard format specified in Real Estate (Regulation and Development) Act, 2016 and hereby give my consent to abide and be bound by all the terms and conditions. I / we shall be entitled to an agreement of sale from the Promoter on payment of the Amounts / instalments payable as per agreed terms.

_____

Signature of Allottee/s

Date:

Draft - Kesar - Private