

Letter of Allotment

Date: xx/xx/xxxx

To,
XYZ
ADDRESS

Dear Sir / Madam,

This is to State that **M/S RADHESHYAM BUILDCON A PARTNERSHIP FIRM** (hereinafter referred to as 'A PARTNERSHIP FIRM') have agreed to allot and you have agreed to accept allotment of a flat no. XXX in wing XX on floor numbered as XX, comprising of 2 bed room, a hall, a kitchen/dining, having area of Sq. Meters XX (herein after referred to as 'the premises') at our proposed project named "**Mangaldeep Apartment**" Residential Building situated at Rajkot District, Taluka Village Madhapar bearing Revenue Survey number 29 P bearing Plot No. 6 yo 11 l; and admeasuring 856.80 at Madhapar village, Near Madhapar Chowk, 150ft Ring Road RAJKOT Its Boundaries are as under :-

Towards North :- Plot No. 12. That side measurement 20.40 Sq. Mt.

Towards South :- Plot No. 5. That side measurement 20.40 Sq. Mt.

Towards East :- 9.00 Mt. wide Road. That side measurement 42.00 Sq. Mt.

Towards West :- Revenue Survey No. 27 land. That side measurement 42.00 Sq. Mt.

For the total consideration of Rs. XXXXXXX (Amount in word) excluding stamp duty, registration charges, maintenance charges, service taxes, Goods and Service Tax, VAT, legal fees, expenses for the formation of society and other charges and taxes payable under law. It is agreed between the seller and the purchaser that the transaction between them for the sale of the said premises is on the basis of carpet area only.

Terms and Conditions –

1. Payment Term: We acknowledge having received a sum of **Rs. XXX** vide **Cheque No. XXXXXX** drawn on **XXX (Bank Name)** Dated **XX-XX-XXXX**

Remaining installments shall be paid to the company as below schedule-

<u>Sr. No.</u>	<u>Particular</u>	<u>Amount and Payment Terms</u>
1	<u>XX</u> Monthly Installment	Rs. <u>XXXXXX</u> (Amount in word)
2	Final Installment	Rs. <u>XXXXXX</u> (Amount in word)

Flat Details :-

Flat No.	Carpet Area In Sq. Mt.	Built Up Area Sq. Mt.	Unit Consideration

The Above project is Registered under Real Estate (Regulation And Development) Act, 2016. Registered Number is Dt. hereby attached a copy of the same.

- All the payments are to be made favoring M/S RADHESHYAM BUILDCON A PARTNERSHIP FIRM or as directed by the sellers.
- Monthly installments are to be paid on or before 5th of every month starting from XX-XX-XXXX.

PART - A

Sr. No.	Installment No.	Amount and Payment Terms
1.	1.	
2.	2.	
3.	3.	
4.	4.	
5.	5.	
6.	6.	
7.	7.	
8.	8.	
9.	9.	
10.	10.	
11.	11.	
12.	12.	
13.	13.	
14.	14.	
15.	15.	
16.	16.	
17.	17.	
18.	18.	

19.	19.	
20.	20.	

PART - B

Particulars	Amount (Rs.)
Association	
Legal Charges	
Electric Meter / Water/ Gas Connection Charges/ Sewer Charges	
Maintenance Fee	

You shall not have any right, title, interest claim, and demand of any nature of whatsoever either against us or in respect of the said premises, unless and until you have made all the payment including the sale price and performed all your obligation in accordance with this letter of provisional allotment and only thereupon the transaction as contemplated shall stand concluded.

2. You will ensure timely payment failing which you are liable to pay interest @ 9% p.a. You have been informed and have agreed and understood that acceptance of such interest will be without prejudice to the Other rights and remedies available to Firm including to cancel / terminate this allotment and /or to claim losses / damages incurred or suffered in that regard.
3. It is agreed between Firm and you that the actual area of the said flat may vary +/- 4% depending upon location, size and thickness of columns and walls and you have agreed not to raise any objection or dispute regards the same.
4. As agreed by you, Firm shall, as a matter of its sole discretion, form an A.O.P. and shall take required decisions and actions including but not limited to collection of maintenance charges and operating its account to manage it for betterment of the society. You have understood and agreed not to challenge such decisions and actions for effective and comprehensive management in the interest of the society.

5. You shall not be entitled to create third party interest in the said flat until you have intimated in writing to us and we have given our prior consent in writing.
- (A) You shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against us or in respect of the said premises or any part thereof and
- (B) We shall be entitled to deal with and dispose of the said premises to any other person/ as we deem fit without any further act or consent from you.
6. In case you commit defaults in payment of more than two installments as specified above or fail to comply with your obligations, the allotment letter of the said flat can be cancelled at the discretion of Firm. Cancellation charges to the extent of 20% of the amounts received and other expenses and losses incurred on account of termination/ cancellation shall be levied and the balance of the sale proceeds will be refunded when the said premises is sold to a third party.
7. In the Event if you intend to sell/ transfer the said flat and on rights under this allotment letter then we shall have first right to refusal over the same. The First transfer of the said flat shall be free and there shall be no further charges. Howsoever for every subsequent transfer the transfer charges as determined by the company shall be payable by the transferee.
8. You shall enter into agreement for sale and get the same registered and bear the expenses and will be bound by the terms and conditions of the same. You shall be entitled to take possession of the said premises only after execution and registration of the agreement for sale for the said premises.
9. PGVCL & GSPC charges will be extra and will be borne by the buyer as applicable.
10. Common amenities & elevation designs can be amended or cancelled at the builder's discretion and you have agreed not to raise any objection or dispute regarding the same.

Thanking you,

For, M/S RADHESHYAM BUILDCON A PARTNERSHIP FIRM

Authorized Signatory