

KALPESHBHAI JAYANTIBHAI PATEL AND OTHERS

F.P.NO.55, T.P.NO.69, BLOCK No-15/16, Village: DINDOLI, SUB-DIST: UDHNA, DIST-SURAT

ALLOTMENT LETTER

To,

Mr./Mrs... (1).

(2)....

Address.....

Email id.....

Mobile No._____

Dear Sir/Madam,

Sub. - Allotment of **OPEN PLOT NO.--** project called "**GARDEN VILLA** " developed/promoted by **KALPESHBHAI JAYNTIBHAI PATEL AND OTHERS** situated on F.P.NO. 55, T.P.NO. 69 (**GODADARA-DINDOLI**), BLOCK NO. 15/16 ,Non-Agricultural land of village : **BLOCK No : 15/16 Village : DINDOLI, SUB-DIST : UDHNA, DIST : SURAT**. Having admeasuring final plot area about 15125 sq mt.

RERA REGISTRATION NO.....

1. I am glad to inform you that upon considering your application and subject to the term &condition appearing herein after in Annexure C **KALPESHBHAI JAYNTIBHAI PATEL AND OTHERS** (hereinafter referred to as "the Promoter") of "**GARDEN VILLA** " project has provisionally allotted you **OPEN PLOT NO** (Hereinafter referred to as PLOT) - having plot Area..... Sq mt. and total consideration being **AMOUNT RS** for **OPEN PLOT NO** e allotment shall be subject to payment of other charges to be paid by you for acquiring the said PLOT. As appearing here in after.
2. The amount paid along with the application form shall be treated as your earnest money. towards acquisition of the said PLOT. And you shall pay the balance of the sale consideration in accordance with the payment plan annexed hereto as annexure 'A' in addition to other charges that are payable by you at the time of execution of sale deed towards acquisition of the said PLOT, over and above the sale consideration are annexed here to as Annexure 'B' and the same are acceptable to you in the event of you failing to pay the balance consideration and the other charges in time or if there is any delay onyour part in making payment of any instalment and/or other charges interest @ % per annum calculated from the due date of such outstanding payment till the actual

receipt of the such outstanding payment till the actual receipt of the such outstanding payment till the actual receipt of the same along with Interest thereon shall be payable by you. Which is duly acknowledgment by you?

3. The adjoining area of the said **PLOT** in each direction is:

- EAST -
- WEST-
- NORTH-
- SOUTH -

4. Please note that if any of the cheques or other Instruments of payment issued by you are dishonoured by any reason whatsoever, then the developer/shall be fully entitled, at its sole discretion, to levy penal interest calculated @ % per annum calculated from the

due date of such outstanding payment till the actual receipt of the same along with Interest thereon and including any other charges/interest that may be charged by the Bank, if any, in case of cancellation 10% of the Booking amount of would be charged as the "**Booking cancellation amount**"

5. This allotment is subject to your making timely payment and complying with all your obligations, terms and condition, more particularly described in Annexure 'C' hereinafter. If you fail to comply with any of your obligations under the transaction as mentioned herein or otherwise including further timely payment of the sale consideration as aforesaid then the developer/promoter shall be fully entitled, at its sole discretion at any stage to cancel the Allotment/Booking of the said **PLOT**. And shall forfeit the earnest money paid hereunder.

6. In token of your confirmation of the above, please return duplicate copy of this letter duly signed by you.

7. If we accept more than 10% of sale consideration. We will register agreement to sale on date IF

8.

Thanking you

Yours sincerely,

For

Authorized signatory

Encl: as above.

I accept the above terms & condition

Name Of Purchaser:

Signature Of Purchaser:

ANNEXURE-A

Payment Schedule

[illegible]

ANNEXURE-B

OTHER CHARGES TO BE PAID

Details of Charges	Amount to be paid (Rs)
Total Rs.	

ANNEXURE-C

TERMS AND CONDITIONS OF ALLOTMENT

- (A) The sale consideration of the said **OPEN PLOT NO.**-----is Rs.....
(**Rupees.....only**).As on the date the purchaser has paid a sum of Rs.....
(**Rupees.....only**). As an initial payment (herein after referred to as
("**Earnest Money**") and balance payable amount being
Rs..... (**Rupees.....only**).(hereinafter referred to as ("**Balance said consideration**") for the purchase of the said **PLOT**. in the manner set out in the
Annexure-A Mentioned herein above;
- (B) Unless otherwise mutually agreed by the parties only upon the payment of the
Balance said consideration and other charges the execution/registration of the sale
deed in favour of the purchase with respect to the said open **PLOT**. ("**Sale Deed**")
shall be executed by the developer/promoter.
- (C) The purchase shall make payment of the sale consideration under this agreement
by account payee cheques and/or demand drafts and/or pay orders (including
remittance from abroad) in favour of **KALPESHBHAI JAYNTIBHAI PATEL AND OTHERS** payable at **SURAT**. The other payments with regard to amount towards
security Deposit, advance running maintenance, share contribution, legal charges
society admission fee, maintenance, deposit, proportionate share of taxes,
electricity charges, municipal corporation charges, statutory dues etc as provided in
ANNEXURE-B hereinabove shall be payable by the purchase separately by account
payee cheques and/or Demand Draft and/or pay orders (including remittances
from abroad) in favour of "..... payable at.....The amounts
mentioned in the Annexure-B here to is indicative.
- (D) The term and condition mentioned here in shall stand merged into sale deed
executed by the Developer /promoter with regards the said **PLOT**.
- (E) The purchaser shall bear and pay all applicable taxes/levies/cessed and/or any
increase thereto including Goods and service tax. Local taxes, water charges,
Insurance, duties, cess and such other levies, if any, which are imposed by the
concerned local Authority and/or Government and/or other public authority as and
when demanded by the Developer/promoter including but not restricted to change
of user of the said **PLOT**. Of the purchaser:
- (F) The purchaser shall not have any right to transfer, assign or part with purchaser's
interest or benefits of the said **PLOT**.
- (G) Upon termination of this allotment, the purchaser shall have no right, title and
interest in the said **PLOT**. And Developer/promoter shall be at liberty to dispose off
and sell the said **PLOT**. To such person and at such price as the Developer/promoter
may in its absolute discretion think fit.