(**Draft of Allotment Letter)**

**Ref. No………………. Date: \_\_\_\_\_\_\_\_\_\_\_\_**

**To,**

**MR/MS/MRS.\_\_\_\_\_\_\_\_\_\_\_**

**R/O\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact No.: \_\_\_\_\_\_\_\_\_\_**

Dear Sir/Madam,

This has reference to your Application/ Expression of Interest dated **<Date of Booing>** for allotment of Residential Plot in our Residential Township Project “AEROCITY”, situated at Village Heir, Meerakot Kalan and Bal on Ajnala Road, Amritsar, Punjab.

In response to the above, we are pleased to allot you **<Type of Property>** as per the details given below

| Name of the Allottee (s) & Address | MR/MS/MRS.\_\_\_\_\_\_\_\_\_\_\_ R/O\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| --- | --- |
| Status of Applicant(s) | <Individual/Company> |
| PAN/AADHAR Number | <All Applicants> |
| Name of Project and Phase | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Location of the Project |  |
| Type of Unit (Residential/Commercial) | <Residential/Commercial> |
| Description of Unit (Plot/ Independent  Floor/ Residential Apartment/ Studio  Apartment/ Office Space/ Retail Shop/  Any other | Residential Bearing No. <Unit NO.> |
| Plot Area/Carpet Area of the Unit | Area of Unit in Sq. Ya r ds & Sq. Mtrs. |

Upon the above allotment, you are required to execute an Agreement to Sale as prescribed under Section 13 of the Real Estate (Regulation & Development) Act, 2016 and Rules made there under as amended.

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

Please note that the allotment shall become final and binding upon the Company only after you sign and execute the aforesaid Agreement to Sale in respect of the above said Plot.

You are required return to the company the Duplicate copy of this Letter of Allotment and Annexures duly signed by all the Allottee(s) .

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.

**For DSK Realtors Pvt. Ltd.**

**Authorised Signatory**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Intending Allottee(s)

in confirmation and acceptance

Enclosures: Annexure I (Payment Plan & Price List)

Annexure II (Terms & Conditions of Allotment)

**ANNEXURE - II**

**Terms & Conditions of the allotment**

1. The Applicant (“Allottee“) has applied for allotment/purchase of a Plot 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 all other requisite approvals, sanctions and

permissions in respect of the Project, 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 and the authority

of the Company to allot or transfer the ownership rights in the Plot(s) in the Said

Project, in full or in parts, on such terms as the company deem fit and receive the

advances, consideration for such allotment/sale/ or transfer and has understood all

limitations and obligations in respect thereof.

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 Total Sale Consideration in

terms of the payment plan attached to the Agreement to Sale, 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 Plot 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 / Plot 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 Plot/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/Plot 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/Plot.

10. The Allottee agrees and acknowledges that making timely payment of total sale

consideration of the Plot applied for by him and allotted herein as per the payment plan

attached thereto with Agreement to Sale. The Allottee further agrees and

acknowledges that a similar Plot 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 of the said Project, 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 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 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 Date: …………………………

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

…………………………