

GSS PROJECT CONSULTANTS PVT LTD

PROVISIONAL ALLOTMENT LETTER

Date: _____

To,
Mr/Mrs/Ms.

India

Sub: Allotment of Unit No. _____ (_____)
in '_____' Mysuru

Dear Mr/Mrs/Ms. _____,

1. With reference to your application dated _____ for allotment of a site in '_____' ("**Project**") is pleased to provisionally allot ("**Allotment**") a site bearing No. _____ ("**Unit**") at **YOGIC VILLAGE** at Sy No 55/13, 58/1 AND 71/4, Jayapura Village, Jayapura Hobli, Mysore Taluk, along with right, title and interest in the immoveable property.
2. '_____' acknowledges that it has received a sum of Rs. _____/— (Rupees _____ only) from you towards booking and Allotment charges ("**Booking Deposit**").
3. This Allotment is subject to the fulfillment of the terms and conditions set out here in which shall prevail over all other terms and conditions set out in any publicity material, price lists and other documents including correspondence, if any, between us.
4. The lay out plans, specifications approved by the Competent Authority is at display at the site and Photostat copies of which along with Title report are herewith enclosed for your reference.

5. This Allotment is made subject to the provisions of the Real Estate (Regulation and Development) Act 2016 & The Karnataka Real Estate (Regulation and Development) Rules 2016.

6. The total sale consideration (“**Consideration**”) for the purchase of the Flat is fixed as under.

a) Consideration towards Base Cost: Rs. _____ (Rupees
_____ Lakhs _____ Thousand and _____ Only)

Note

1. Maintenance charges shall be collected separately, after adjusting the cost incurred towards maintenance and balance charges will be transferred to Association or Maintenance Entity at the time of possession.
2. Stamp Duty, Deficit Stamp Duty if any, Registration Fees, and other incidental expenses in connection with the registration of Sale Deed is extra and payable by the Allottee at the time of Possession.
3. The allottee shall on actual basis and upon receiving of separate invoice agree to pay all legal charges.
4. GST and other applicable other taxes shall be separately payable at applicable rates

7. Details of Payment Schedule are provided in the following pages.

Unit Details

Project	‘ _____ ’
Site No.	
Unit Type	
Area of Unit (Square Meters)	East to West: XXXXX Meters North to South: XXXXXXX Meters

Payment Schedule and completion of the project:

- i. The project will be complete on or before _____ as disclosed in the application made with Regulatory Authority
- ii. The consideration shall be paid in such time intervals as provided in the table below and within the stipulated time as mentioned in the demand note:

The balance sale consideration shall be payable as per the payment schedule as under:

PAYMENT DETAILS:

Receipt No	Payment Mode	Bank Name	Cheque/NEFT/RTGS No	Cheque/NEFT/RTGS Date	Amount

2. The Allotment of the site is only provisional and shall be subject to fulfillment of the following terms and conditions which is agreed by the Allottee:
 - i. All Allotments are subject to amendment of the sanction plan by Mysore City Corporation, if any.
 - ii. The dimensions, area and boundaries of the *Flat* are based on the sanctioned plan approved by Competent Authority.
 - iii. The Allotment of the site on the basis of the application filed by the Allottee is entirely at the discretion of ' ' has a right to reject any application without assigning any reason.
 - iv. This allotment is only provisional and the allotment shall be made final only upon the execution of the Agreement to Sell by ' ' in your favour and on payment of at least —% (Ten percent) of the consideration at the time of Agreement.
 - v. If opted for, premium location charges shall be charged separately on corner front facing sites in the Project along with applicable Tax at applicable rate.
 - vi. *It is a condition precedent that all payments should be made on time and in such time intervals as provided in this Allotment letter.*

- vii. All payments to ' ' are to be either made by way of Demand Draft or Account Payee Cheques favouring ' _____ ' payable at Mysuru A/c. No. drawn on _____ Bank, _____, Mysuru or by way of Electronic Fund Transfer, RTGS/NEFT/IFSC: IFSC Code: _____, such Electronic Fund Transfer being done after prior intimation to ' ____ ' in writing.
- viii. Payments by cheque in favour of ' ' will be subject to realization. If any cheque received by ' _ ' towards the consideration is dishonored, the Allottee shall be bound to make such payment by way of a demand draft within a period 15 (fifteen) days from the date of the dishonor of the cheque.
- ix. Interest will be applicable as per the Karnataka RERA Rules for the delayed payments beyond 15 days from the date of the demand letter.
- x. This Allotment Letter does not create any right, title or interest over the site, until and unless a Registered Sale Deed has been executed by ' ' in your favour.
- xi. You shall bear the stamp duty and registration fees for the execution of the Agreement to Sell and the Sale Deed and ' ' shall not be liable to bear any such costs, whether direct or ancillary to the execution and registration of the above documents.
- xii. If the site is being booked on behalf of a person other than you, you shall be required to *furnish* a duly executed Power of Attorney or other authorization in your favour to ' _____ ' at the time of the execution of the Agreement to Sell. If the site is being purchased by any person, other than a natural person, necessary legal documents relating to its existence etc, as may be requested by ' _____ ' shall be provided at the time of the execution of the Agreement to Sell.
- xiii. Any allotment may be cancelled before execution of Agreement for Sale from the date of this allotment at your option. If you seek to cancel this allotment as above, an amount equivalent to Rs.25,000/- (Rupees Twenty Five Thousand Only) shall be deducted as cancellation charges by ' _ ' and the balance amount if any, will be refunded to you within 60 days from the date of such cancellation.
- xiv. Without the prior written consent of ' ____ ' the Allottee shall not be entitled to assign/transfer any right, title and interest under this Allotment to a third party. *Such Assignment/ transfers shall be subject to payment of transfer fee.* It is clarified that ' ' is not obliged to give its consent for any assignment by Allottee and should ' ' accord its consent to the assignment of this

Allotment by the Allottee, the same may be accorded with such conditions as ' _____ ' may deem fit. Provided however that the Allottee may with prior *consent of* ' _____ ' assign his/her/their entire right, title and interest under this Allotment to a blood relative. No partial assignment by the Allottee of any right, title or interest under this Allotment would be permitted (including to a blood relative). After the assignment of this Allotment such third party shall *be bound by the terms and conditions of this allotment and they shall* continue to make payments with respect to the consideration in the manner set out in this Allotment letter.

- xv. Any assignment by the Allottee of this Allotment to a third party *other than to a blood relative* for which ' ' has given its written consent shall be at an additional charge of Rs. ___ /- (Rupees _____ Only) per Square Foot and payable by the Allottee to ' '. For the purposes of this Allotment, blood relative shall mean father, mother, children and spouse.
- xvi. Any dispute arising out of this Allotment, including interpretation of this Allotment Letter shall be resolved as per the provisions of the Real Estate (Regulation and Development) Act 2016 and the Karnataka Real Estate (Regulation and Development) Rules 2016 made under.

Should the Allottee accept the terms and conditions set forth in this Allotment letter, kindly sign and return a copy of this to us in token of your acceptance.

Yours faithfully,

Authorized Signatory