

ALLOTMENT LETTER

[Note: This Allotment Letter has been prepared as per the format provided under RERA. Any change in timelines / penalty mentioned herein or other commercial understanding shall be incorporated after our discussion on the same with you.]

Date:

No. _____

To,

Mr./Mrs./Ms.

R/o _____

(Address)

Telephone/Mobile Number: _____

Pan Card No. ____: Aadhar Card No. ____: Email ID _____

Subject: Your request for allotment of an apartment in the project known as '**LivingTree by Kalyani Developers**', situated at Hardware Sector at 'Hitech, Defence & Aerospace Park', Bengaluru comprised in Survey Nos. parts of 430, 452, 453, 454, 455, 456, 457, 458, 459, 463 & 177 (Block No.8, 9, 10, 11, 12 & 13) within the village limits of Bagalur Village, Jala Hobli, Bengaluru North Yelahanka Taluk, Bengaluru Urban District, having K-RERA Registration No. _____ ('**Project**').

Sir/Madam,

1. This has reference to your request referred in the above subject. In relation to the same, we have the pleasure to inform that you have been allotted a _____ BHK apartment bearing No. _____ having carpet area of _____ square meters equivalent to _____ square feet, in building no. _____ along with _____ Car Park in the Project (hereinafter referred to as the '**Apartment**') being developed on land bearing Survey No. _____ situated at _____ for a total consideration of Rs. _____/- (Rupees _____ only), excluding applicable taxes, deposits, stamp duty & registration fee and other payments towards maintenance, amenities etc.
2. We confirm to have received an amount of Rs. _____ (Rupees _____ only) from you, being _____% of the total consideration value of the Apartment as booking amount on _____ by way of _____ [*mode of payment to be inserted*].
3. We have made available to you the following information namely: -
 - (i) The Development Plan, Sanctioned Plan, other necessary approvals along with specifications, approved by the competent authority which are displayed at the Project site and have also been uploaded at K-RERA website;
 - (ii) The stage wise time schedule of completion of the Project, including the provisions for civic amenities and infrastructure like water, sanitation, electricity as stated in Annexure-A enclosed herewith; and
 - (iii) The website of K-RERA is <https://rera.karnataka.gov.in/>_____.

4. We hereby confirm that apart from the first charge created in favour of Karnataka Industrial Areas Development Board, the Apartment is free from all encumbrances and we further confirm that no encumbrances shall be created on the Apartment.
5. Further payment towards the consideration of the Apartment shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated/stated in the Agreement For Sale to be entered into between yourselves and ourselves.
6. The Apartment shall be handed over to you on or before _____ subject to the payment of the entire consideration amount of the Apartment in the manner and at the times as well as on the terms and conditions as more specifically enumerated/stated in the Agreement For Sale to be entered into between yourselves and ourselves.
7. In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending rate plus two percent.
8. Cancellation of Allotment:
 - (i) In case you desire to cancel the allotment of the Apartment, an amount mentioned in the table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without any interest within 45 (forty five) days from the date of receipt of your letter requesting to cancel the said allotment.

Sl. No.	If the letter requesting to cancel the booking is received	Amount to be deducted
1.	Within 15 days from issuance of this Allotment Letter.	Nil
2.	Within 16 – 30 days from issuance of this Allotment Letter.	1% of the cost of the Apartment.
3.	Within 31- 60 days from issuance of this Allotment Letter.	1.5% of the cost or the Apartment.
4.	After 61 days from issuance of this Allotment Letter.	2% of cost of the Apartment.

In addition to the aforementioned amount, we are entitled to deduct administrative cost and other charges and expenses incurred by us in relation to the allotment of the said Apartment to you, from and out of the booking amount paid to us.

- (ii) in the event the amount due and payable referred in this Clause 7 is not refunded within 60 (sixty) days from the of receipt of your letter requesting to cancel the allotment, you shall be entitled to receive balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

9. You shall make the payment of GST, Stamp Duty and Registration Charges, as applicable and such other payments as more specifically mentioned in the Agreement For Sale, the format which is enclosed hereto.
10. The proforma of the Agreement for Sale to be entered between ourselves and yourselves is enclosed herewith for your reference. Please note that forwarding the proforma for the agreement for sale does not create a binding obligation on the part of ourselves and yourselves, until compliance by yourselves of Clause 11 hereinbelow.
11. Execution and registration of the Agreement For Sale:
- (i) You shall execute the Agreement For Sale and appear for registration of the same before the concerned Sub-Registrar within a period of 30 (thirty) days from the date of issuance of this letter.
- (ii) If you fail to execute the Agreement For Sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 30 (thirty) days from the date of issuance of this letter, we shall be entitled to serve upon you a notice calling upon you to execute the Agreement For Sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, we shall be entitled to cancel this Allotment Letter and further we shall be entitled to appropriate 2% of the cost of the Apartment along with administrative cost, other charges and expenses incurred by us in relation to the allotment of the said Apartment to you and the balance amount, if any due and payable shall be refunded without interest within 45 (forty five) days from the date of expiry of the notice period.
- (iii) In the event the balance amount due and payable referred in Clause 11 (ii) above is not refunded within 45 (forty five) days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.
12. This Allotment Letter shall not be construed to limit your rights and interest upon execution and registration of the Agreement For Sale between ourselves and yourselves. Cancellation of allotment of the Apartment thereafter shall be covered by the terms and conditions of the said registered document.
13. Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this Allotment Letter.

Signature_____

Name_____

(Promotor(s)/Authorized Signatory)
(Email Id.):

Date: ____

Place: ____

CONFIRMATION & ACKNOWLEDGEMENT

I / We have read and understood the contents of this Allotment Letter and the Annexure. I/We hereby agree and accept the terms and conditions as stipulated in this Allotment Letter.

Date:

Place:

Signature____

Name_____

(Allottee/s)

Annexure A

Stage wise time schedule of completion of the Project

Sl. No.	Stages	Date of Completion
1.		
2.		
3.		
4.		
5.		
6.		