

\_\_\_/\_\_\_/\_\_\_

To,

\_\_\_\_\_

Phone No : \_\_\_\_\_

Email : \_\_\_\_\_

PAN : \_\_\_\_\_

Dear Mr. / Ms. / Mrs. \_\_\_\_\_

**Subject:** Confirmation of Allotment

Dear Sir / Madam,

You had submitted an application requesting allotment of an apartment/residential flat/unit in our project presently named [ ] (RERA Registration No.: [ ]). Upon due consideration of your booking application, we are pleased to confirm your request for allotment and hereby allot unit bearing No. \_\_\_\_\_ in Building No. \_\_\_\_\_, subject to the terms and conditions set out herein. We take this opportunity to welcome you to the Provident family and are delighted that you chose to purchase your home from us.

You acknowledge and confirm that digital copies of the sanctioned plan(s), specifications, phase development details, and title documents have been handed over to you.

## I. ALLOTMENT DETAILS

Sl No.	Heading	Particulars	
1.	Name of Project		
2.	RERA Registration		
3.	Apartment Number & Floor		
4.	Apartment type		
5.	Block		
6.	Carpet Area (in sq.mts.)		
7.	Super built up area / Saleable Area (in sq. ft.)	..... sq. ft.	
8.	Parking Space	Nos.	Type
			Covered/Stilt/Stack/Mechanized
9.	Agreement Value	Rs. _____ /- (Rupees : _____ _____ only)*	
10.	Other charges	As per the cost sheet signed, attached to this letter of allotment.	
11.	Status of the project	Ongoing	

\*GST as applicable for ongoing projects.

**II. OTHER CHARGES & COSTS PAYABLE**

Sl. No.	Heading	Particulars
1.	Stamp Duty	As applicable under law.
2.	Registration Fees	As applicable under law.
3.	Estimated Infrastructure Charges (Electricity, Water, STP, and other such charges) as applicable	As detailed in cost sheet attached.
4.	Legal and Documentation Charges	Rs. _____/- (Rupees : _____ only)*
5.	Other Costs, expenses & charges	As set out in the cost sheet

**TERMS AND CONDITIONS**

In consideration of and subject to the Allottee(s) complying with the terms and conditions of this allotment, executing and registering necessary documents and agreements under applicable law, and agreeing to make and making timely payment of amounts due in accordance with the payment plan, the Company allots the apartment/residential flat/unit in project \_\_\_\_\_ in favour of Mr. / Ms. / Mrs. \_\_\_\_\_. This letter of allotment does not constrains or limit your rights, as may be available to you, in relation to the allotment under applicable law.

- Condition Precedent to Registration of the Agreement for Sale** – The Allottee(s) shall pay to the designated account of the Promoter 10% of the Sale Consideration prior to being eligible for registration of the Agreement for sale, if required under law. Further, the Allottee(s) shall also deduct and remit TDS @1% of the installment paid no less than 5 (five) days prior to scheduled date for registration of the agreement for sale.
- Time is of the essence of this allotment.
- The basic sale consideration for the apartment is escalation free as detailed in the cost sheet annexed herein. Provided however, any increase/decrease on account of change in the applicable rates of taxation, levy of any new cesses or duties or other related charges shall be borne by the allottee/purchaser(s), in support of which the Company will provide the relevant documentation.
- If advance amounts, not exceeding 10% of the Sale Consideration, are paid by cheque or other instrument that is subject to realization, this confirmation of allotment is conditional upon realization of such instrument and funds being credited to the Company's account no later than 5 (five) working days from the date of such instrument being handed over to the Company.
- Notwithstanding anything contained to the contrary in this allotment letter, Allottee(s) is liable to pay construction linked demands in accordance with the payment plan agreed.
- If, (a) advance paid is not realized in accordance with Clause 4 above, and (b) necessary documents and agreements are not executed and registered within 15 (fifteen) days from the date of Company receiving a countersigned copy of this letter (as set out below), the allotment in your favour shall stand cancelled and the Company shall be at liberty to sell the

allotted apartment/residential flat/unit to a third party without reference to you. Upon such cancellation, you may request for re-allotment of an apartment/residential flat/unit in the said project; and the Company does not guarantee nor assure you that apartment/residential flat/unit allotted herein shall be available for re-allotment.

7. In the event of cancellation and/or termination of documents and agreements executed and registered pursuant to this letter of allotment, you agree to forfeit, in the Company's favour, the application amount paid by you plus an amount equal to 10% of the total sale consideration for the allotted unit and amounts paid by you on account of applicable Goods and Services Tax. Any stamp duty and/or registration fees paid by you may be claimed by you from the relevant governmental department after cancellation of the said agreement. The balance amount, if any, shall be refunded to you, without interest, within 60 (sixty) days of final confirmation of cancellation and/or termination.
8. In case Allottee(s) appoints a power of attorney, a self-attested copy of the power of attorney must be submitted along with the application for allotment and/or before execution of the agreement to sell, failing which Promoter may cancel the allotment in favour of Allottee(s). If the Allottee(s) is desirous of appointing a power of attorney for execution and registration of the agreement to sell, Promoter may, upon a request from Allottee(s), assist the Allottee(s) in such process, the costs, expenses and charges of which shall be borne by the Allottee(s).
9. In the event of cancellation of an allotment for any reasons whatsoever, all amounts paid on account of Goods and Services Tax cannot be refunded. The Company will provide a certificate to the applicant stating the amounts paid on account of GST, which certificate the applicant may use to directly apply for refund of GST paid, if permitted by law.
10. The allotment, if confirmed pursuant to this Application, is subject to the following conditions:
  - (i) the allotment shall always be subject to the scheme and design of development formulated by Promoter for this project, which cannot be changed except in accordance with law; and
  - (ii) the allotment shall not be transferred/assigned except with the written consent of Promoter, which Promoter is entitled to deny; and always subject to the terms and conditions of transfer/assignment specified by Promoter; and
  - (iii) that if Applicant(s) fails to execute the agreement to sell within 30 (thirty) days from the date of issue of the Allotment Letter; **and** Applicant fails present himself/herself/themselves before the jurisdictional sub-registrar for registration of the agreement to sell within 90 (ninety) days from the date of issue of the allotment letter; **and** Applicant(s) makes full payment of not less than 20% of the sale consideration within 75 (seventy five) days from the date of issue of the Allotment Letter, the unit temporarily reserved/blocked for the Applicant will be released, without the need for any further notice to Applicant(s), and the allotment in favour of Applicant(s) stands cancelled with immediate effect.
11. For ongoing projects, the schedule of payments is linked to stage wise completion of the project, which schedule has been communicated to and accepted by you at the time of submitting the EOI. The payment schedule will also be included as an annexure to the registered agreement of sale. In the case of project under construction, infrastructure and facilities like water, sanitation and electricity infrastructure would be ready before handing over of the possession.
12. The Company proposes to appoint a suitably qualified and reputed organization to establish, maintain, and operate serviced apartments in the Project. This operator will be entitled to offer unrestricted use of the clubhouse and all amenities and facilities in the Project to its occupants. Therefore, the Company, shall at all times be entitled to appoint a facility management company of its choice to carry out the maintenance and upkeep of the clubhouse, common areas and amenities of the Project. Costs related to the upkeep and maintenance of the Project shall be to the account of and jointly borne by the Allottee(s) in proportion to the super built-up area of an unit and are payable on demand.

13. An Allottee(s) shall be entitled to use all facilities provided by the Company at the clubhouse and the rights associated with such use shall be personal to the Allottee(s) and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of an apartment upon sale of the apartment by the Allottee(s). Allottee(s) shall also pay usage charges, if any, for specific service(s) offered by the facility management company, in accordance with the rates determined by such company.
14. Possession will only be handed over after the project receives an Occupation Certificate or such other certificate, by whatever name called, as prevalent under applicable local laws and registration of the deed of conveyance, whichever is later; and in any event within the date of completion submitted to the state Real Estate Regulatory Authority. Your failure to pay all charges due and payable as a pre-condition to handing over possession entitles the Company to refuse handover, without prejudice to any other rights and/or remedies available to the Company in this regard.
15. In the event the Allotment is cancelled for any reason, either by you or the Company, the Company shall refund amounts paid by you till the date of cancellation, subject to deduction of cancellation charges as mentioned in the booking form. The Company is not liable to refund amounts paid by you on account of GST or other duties and fees. Consequent to such cancellation, the Company will be at liberty to sell the apartment to any other person.
16. Allotment and location of car parking space(s) shall be made by the Company in accordance with its procedure and no allottee(s)/purchaser(s) shall be entitled to demand allotment of a particular parking space or seek preference in such allotments. The allottee shall not put up any construction in the designated parking space or use the parking space area for any purpose other than the permitted purpose or alter or attempt to alter the levels of the parking space.
17. This allotment letter is neither transferable nor assignable, without our prior written consent and upon payment of such administrative charges as may be specified by the Company in this regard.
18. These terms and conditions shall be deemed to be an integral part of the duly executed and registered agreement for sale. Any and all disputes in relation to this allotment letter shall be referred exclusively to the jurisdictional Real Estate Regulatory Authority, for resolution in accordance with applicable procedure.

Once you receive this letter of allotment, we request you to send us an email confirming receipt. If we do not receive this e mail confirmation and a countersigned copy of this allotment letter within 10 (ten) days of dispatch, this letter of allotment shall be deemed to have been received and acknowledged and agreed upon in its entirety, failing which the Company is entitled to exercise its rights set out in Paragraph 4 and Paragraph 9 above.

I/We, Mr. / Ms. / Mrs. \_\_\_\_\_ have read and understood the conditions on which this allotment letter is being issued. I/We agree and accept to be bound by these conditions in consideration of this allotment letter being issued. I/we further confirm and declare that all KYC (know your customer) information furnished by me/us to the Company is accurate and up-to-date.

For Puravankara Limited / Provident Housing Limited

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
[Insert name of Customer(s)]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_