

ALLOTMENT LETTER



2/2.5/3/3.5 BHK HIGH-RISE LUXURY APARTMENTS
@ JAGATPURA, JAIPUR.



ALLOTMENT LETTER

Ref. No.:

Date:

Mr/Mrs./Ms.

.....
.....

Co-Appl..... (If any)

Sub: Letter of Allotment of Flat No-....., in "South Court" Jaipur.

Dear Sir/Madam,

Heartily Congratulations!!!

We refer to your application dated, for allotment of a residential Flat in our project "South Court" situated at Khasra no. 123,124,133/659 Village Narshingpura @ Riksha, Tehsil Sanganer, Jaipur admeasuring a total area of 9644.41 Sq. yards

It gives us immense pleasure to inform you that you have been provisional allotted Flat No., having carpet area of _____ sq. ft.; built up area of _____ sq. ft. and super built-up area of sq. ft. type on floor in tower no.

In pursuance of the terms & conditions as laid down in the Application Form, this Allotment letter and the terms and conditions of the space Buyer Agreement/Agreement to Sell, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in this Allotment Letter.

For any query, please feel free to visit our Site or corporate office at 26, Bajrang Vihar, Behind Durgapura Railway station, Durgapura, Jaipur and we would be happy to assist you. You can also email to us on crm@shreeramgroup.com.

Thanking you and assuring you the best of services at all times.

You are kindly requested to accept the allotment by signing on the office copy of the allotment letter.

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A RESIDENTIAL FLAT IN THE RESIDENTIAL PROJECT NAMED "South Court".

The Project has been registered with the Real Estate Regulatory Authority on dated **17th Aug 2017** and the Project's Registration Certificate No. is **RAJ/P/2017/053**. This Registration is valid for a period of 5 years commencing from **17th Aug 2017**, unless renewed by the Regulatory Authority.

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same.

1. The details of the Promoter and the Project are also available on the website (www.rera-rajasthan.in) of the Regulatory Authority as required under Act.
2. The basic sale consideration of the Flat is Rs. _____/- (Rupees _____ only) calculated @ Rs. _____/- (Rupees _____ only) per sq. ft. of Super Built Up Area, including consideration for exclusive balcony (hereinafter referred to as "**Basic Sale Consideration of Flat**").
3. The Basic Sale Consideration of Flat does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc ("Additional Payments"):
 - a) IDC of Rs. _____/- (Rupees _____ only)
 - b) Maintenance/Contingency Fund Rs. _____/- (Rupees _____ only) calculated @ Rs. _____/- per sq. ft. of Super Built Up Area;
 - c) Electrical Substation charges of Rs. _____/- (Rupees _____ only);
 - d) Club House Membership charges of Rs. _____/- (Rupees _____ only);
 - e) GST/ Taxes will be applicable as per Govt. Rules.
4. The Basic Sale Consideration of Flat and Additional Payments in respect of the Flat aggregates to is Rs. _____/- (Rupees _____ only) (hereinafter be referred to as "**Total Payable Amount**").
5. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, **GST**, VAT/Service Tax/Cess or any other similar taxes levied in connection with the construction of the Project upto the date of handing over of possession of the Flat, cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the Flat and the Project and more specifically detailed in Annexure-I annexed herewith.
6. The Allottee(s) shall pay the Total Payable Amount of Flat less booking amount of Rs. _____/- (Rupees _____ only) paid vide Cheque Number _____, drawn on _____ Bank, dated _____, strictly in accordance with the Payment Plan annexed herewith as **Annexure – I**, through Account Payee Cheque / Demand Draft or Online Payment (As applicable) in favor SHREE RAM KRIPA BUILDHOME PVT. LTD., payable at **Jaipur**. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).
7. The Total Payable Amount is escalation-free, save and except increases and introductions, which the Allottee(s) agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other introduction/increase in charges which may be levied or imposed or increased by the competent authority from time to time, till the date of completion of

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7. Project. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, newly introduced charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
8. Every Allottee(s) shall bound to join, subscribe and become member of the Maintenance Association, which will maintain common areas and common facilities of the Project and regular up keep of Project and shall pay monthly maintenance charges to the Maintenance Association as prescribed.
9. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced accordingly. However, if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Project by the authority as per the Act, the same shall not be charged from the Allottee(s).
10. The Allottee(s) agrees to execute the Promoter's Standard Agreement for Sale, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoter. A copy of Promoter's Standard Agreements in respect of the Project is available on www.rera-rajasthan.in.
11. The Promoter shall periodically intimate to the Allottee(s) about the installment/ amount payable and the Allottee(s) shall make payment within the time and in the manner specified therein.
12. The Promoter shall have the right to adjust/ appropriate the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Payable Amount.
13. The Allottee(s) shall make all payments under this Agreement only from his bank account(s). The Promoter shall not accept any payment/ remittances made by third party on behalf of Allottee(s) and if in case such payments are accepted, the person paying on behalf of Allottee(s) shall have no right for any claim against the Promoter. All taxes, levies or assessments, in respect of the Flat, falling due from the date of possession shall be borne by the Allottee(s).
14. A detailed agreement to sell shall be executed between the Allottee(s) and the Promoter in the Promoter's standard Agreement for Sale format mentioned hereinabove.

Signature of Promoter

Signature of Allottee(s)

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15. The sale deed shall be executed and got registered and title of the Flat along with pro rata share in common areas and facilities of the Project shall be conveyed by the Promoter in favour of the Allottee(s) within a period of three (3) months from the date of issue of Occupancy Certificate subject to full and final payment of all moneys payable including interest, if any, and all other dues of the Promoter by the Allottee(s) in terms of the Application Form, this Allotment letter and Agreement for Sale and subject to compliances of all other relevant terms and conditions of the Application Form, this Allotment Letter and the Agreement to Sell. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of Agreement for Sale, Sale Deed, etc shall be borne by the Allottee(s).
16. The timely payment of installments as per the Payment Plan shall be the essence of this allotment. In case the Allottee(s) fails to make payment of any installment as per Payment Plan, despite having been issued notice in this regard by the Promoter, the Allottee(s) shall be liable to pay Interest as per Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rules"). If the above default in payment extends for a period beyond 2 months after demand notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Flat and refund the amount paid by the Allottee(s) after deducting 10% of the Basic Sale Consideration of Flat ("Earnest Amount"), all taxes, duties, cess, etc. deposited by the Promoters to the concerned department/authority in respect of the Flat and the interest liabilities after the sale of Flat to a new allottee, from the amounts realised from the such new allottee.
17. The Promoter upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Allottee(s) in terms of Agreement for Sale to be taken within two (2) months from the date of issue of occupancy certificate.
18. Subject to force majeure, the Promoter agrees to offer possession of the Flat on or before Aug-2022 In the event of the failure of the Allottee(s) to take over the possession of Flat, the Promoter shall have the option to cancel allotment and forfeit Earnest Amount and interest liabilities and refund balance amount without any interest or the Promoter may without prejudice to its rights under this allotment letter, decide not to cancel the allotment of the Flat and in such case the Allottee(s) shall pay the Promoter the following amount:-
- i. The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
 - ii. Maintenance charges from the date of offer of possession as per notice of possession.
 - iii. Holding/ safeguarding charges @ ____ per sq. feet per month for the period of delay.
- However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the Flat by the Allottee exceeds ____ days, the Promoter, without prejudice to its rights under this allotment letter, shall be entitled to terminate the allotment and forfeit Earnest Amount, the interest liabilities and other charges payable for delay in taking

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possession as mentioned hereinabove and refund balance amount without any interest after the sale of Flat to a new allottee, from the amounts realised from the such new allottee.

19. In case the Allottee(s) cancels/withdraws from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Amount, all any taxes, duties, cess etc paid by the Allottee(s) and deposited by the Promoter to the concerned department/authority in respect of the Flat and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the said Flat as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Allottee(s) without any interest after the sale of Flat to a new allottee, from the amounts realised from the such new allottee.
20. Further, on cancellation of allotment of Flat by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the Flat shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Flat and the Promoter shall be entitled to transfer the Flat to any other person(s) at its own discretion.
21. In the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest within forty-five (45) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination. Allottee(s) agrees that he/she shall not have any rights, claims, etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement to Sell to be executed.
22. The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said Flat without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the sanctioned plans, layout plans and specifications of the buildings or the common areas and facilities in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of RERA.

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Signature of Allottee(s)

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23. The Promoter shall confirm to the final Carpet Area/Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Super Built Up Area/Carpet Area. The Total Payable Amount payable for the Super Built Up Area/ Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Flat, allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in proportion to Total Payable Amount as agreed in Clause 4.
24. The Allottee(s) shall be liable to pay from the date of offer of possession, urban development tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Flat of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the super built up area/carpet area of Flat to the super built up area/carpet area of all apartments in the Project. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge interest for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.
25. On intimation from the Promoter, the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within thirty days (30) from the receipt of notice in this regard/or adhere to the terms and conditions mentioned therein, the Promoter may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever within Forty-five (45) days from the date of termination and the Promoter shall be free to deal with the Flat as it may deem fit and proper and the Allottee(s) shall not have any right, title, interest and/or lien over the Flat.
26. In case, the Allottee(s) wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after payment of Rs. 100/- per sq. ft as transfer fee. Such Transfer

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will be done only after receipt of 95% Basic Sale Consideration of Flat by Promoter. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from the transfer fee. Valid documents in respect of transfer as per transfer policy of the Promoter on case to case basis may be required. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including income tax, stamp duty and registration charges, etc. in respect of such transfer.

27. The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Flat shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Allotment letter and Agreement to Sell, whether or not he or she has been able to obtain financing for the purchase of the Flat. Allottee(s) shall not omit, ignore, withheld, fail or delay in payment of due amounts to the Promoter, as the payment plan mentioned in Annexure-I annexed herewith on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 16 as stated above.
28. The Allottee(s) agrees that the development of the Project is subject to force majeure clause, which includes Acts of God, war, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, drought, fire, earthquake or any other calamity caused by nature.
29. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws.
30. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoter in accordance with the terms and conditions of the Application Form, Allotment letter, the Allottee(s) shall not have any right or interest in respect of such Flat and the Promoter shall be entitled to allot such Flat to any other applicant.
31. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, RERA, etc. as may be applicable on the Project.
32. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Promoter's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoter and its agents and representatives indemnified and harmless against any loss or

Signature of Promoter

Signature of Allottee(s)

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damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.

33. This Allotment Letter shall be construed in accordance with Act, Rules and regulations made there under including other applicable Laws of India for the time being in force.

**Warm regards,
For Shree Ram Kripa Buildhome Pvt. Ltd.**

(Authorized Signatory)

Acceptance of Allotment

I/We hereby accept the allotment of Flat no. ____ on ____ Floor, tentatively admeasuring carpet area of ____ sq. ft. and exclusive balcony area of ____ sq. ft., super built up area of ____ sq. ft in Residential Project named as South Court” which is being developed by _____, situated at Khasra no. 123,124,133/659 Village Narshingpura @ Riksha, Tehsil Sanganer, Jaipur subject to the terms & conditions of the Application/Registration Form no. _____ dated _____, this Allotment Letter.

Thanks and regards,

(Customer Name)

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and I/we hereby accept the same.

Annexure-I
(Payment Details)

Payment Schedule:-

Stage of development works and completion of Flat	Percentage of the Total Payable Amount	Installment Amount in Rs.
Booking Amount /On Agreement	10%	
15 Days from the date of booking or start of work (Whichever is earlier)	10%	
On casting of Stilt Floor	10%	
On casting of 1st Floor	5%	
On casting of 2nd Floor	5%	
On casting of 3rd Floor	5%	
On casting of 4th Floor	5%	
On casting of 5th Floor	5%	
On casting of 6th Floor	5%	
On casting of 7th Floor	5%	
On casting of 8th Floor	5%	
On casting of 9th Floor	10%	
On Brick Masonry	5%	
On Finishing		
On Offer for possession or registry (Whichever is earlier)	5%+ Corpus Fund	

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