

ALLOTMENT LETTER

Date :

To,
Mr/Mrs/Miss

Dear Sir / Madam,

Please refer to your application-dated for allotment of flat at "ROMA GOLF LINK", Varanasi.

We are pleased to inform you that the Flat *No..... on floor* has been allotted to you on the Terms and Conditions printed overleaf of the application made by you at the group housing complex, "ROMA GOLF LINK" as per your choice at the time of site inspection by you.

Details of the Allotment.

- Flat No. (..... Floor)
- Super Built up area Sq. Mtr. Approx. (Carpet areaSq. Mtr. + Balcony areaSq. Mtr.)
- Designated Parking to be demarcated at the time of issue of possession letter.
- Terrace Area (in case of Penthouse)Sq. Mtr..
- Percentage of undivided interest in the common areas and facilities:

Boundary of Flat

East :-

West :-

South :-

North :-

Boundary of Terrace allotted (in case of Penthouse)

East :-

West :-

South :-

North :-

Payment Schedule

Aggregate Sale Value of the Flat Rs

Rupees.....

The booking amount @ 10% is Rs. you have paid Rs. as part booking amount. Please pay the remaining part of the booking amount of Rs. (Rupees Only) within 15 Days of issue of this allotment letter and rest amount is to be paid as per payment schedule mentioned below.

Sl. No.	Description	Percentage	Rupees
1.	Booking Amount	10%	
2.	At the time of Excavation	10%	
3.	At the time of Foundation	10%	
4.	At the time of Ground floor slab casting	10%	
5.	At the time of 2nd floor slab casting	10%	
6.	At the time of 4 th floor slab casting	10%	
7.	At the time of 6 th floor slab casting	10%	
8.	At the time of 8 th floor slab casting	10%	
9.	At the time of outer plaster	5%	
10.	At the time of Tile work	5%	
11.	At the time of Painting	5%	
12.	At the time of Possession & registration	5%	
	Total	100%	

1. The cost of flat includes the designated exclusive parking space in the Complex to the exclusion of other apartment owners.
2. GST extra.
3. The information of stages of construction will be sent to allottee.
4. The timely payment of instalment of the basic sale price is the essence of the terms of booking / allotment. In case of non-payment of the instalments within due date, the applicant shall be treated to be defaulter and he/she shall be liable to pay interest @ 9% p.a. from the date on which it falls due, and if the payment of an instalment is due for more than **three months** the allotment is liable to be cancelled at the discretion of the Developer.

However, in the event of breach of any of the terms and conditions of the allotment by the applicant, the allotment may be cancelled before the delivery of the possession and execution of registered conveyance at the discretion of the Developer, however, the allottee will be entitled to refund of his total amount paid after deduction of 10% of the amount paid as office expenses.

5. All the payment by the applicant shall be made to the Developer through NEFT / RTGS / Demand Draft / Cheque in favour of **Roma Infratech, Union Bank of India, SSI Finance Branch, Varanasi-221010, Current A/c. no. 5042 0101 022 5532, IFS Code : UBIN0550426.**

Note:

1. Declaration in respect of the Land and Building under development of which the allotted flat is part
 - 1.1. The Settlement plot No. 45, 49 and part out of plot No. 33, having total area of **4999.45 Sq. Mtr.**, Village - Ganeshpur, Pargana- Dehat Amanat, Tahsil & District - Varanasi, was owned by the Smt. Sarita Singh and Sri Birendra Pratap Singh, who have inducted their entire aforesaid property in the Partnership Firm "**M/s. Roma Infratech**" (RERA Registration No. **UPRERAPRM33026**)
 - 1.2. The intending allottee(s) has fully verified and satisfied himself / herself about the genuiness of the Title Deed of the said land over which the "**ROMA GOLF LINK**" will be built.
 - 1.3. The intending allottee(s) has applied for allotment of a flat, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to this area.

- 1.4. The said land is free of encumbrance, lien and free of any type of mortgage. None else other than said owners has any interest in the said land.
- 1.5. The building plan of the said building complex has been sanction and approved by Varanasi Development Authority, Varanasi vide order No. 32 / 17, Gu Ha, Dated 12.01.2018.
- 1.6. The net plot area of the complex (as per Sanctioned Building Plan by VDA) is 4832.20 sq. meters.
- 1.7. All common area and facilities as per building plan has been detailed as per Annexure-A.
- 1.8. The details of fixtures, fittings and amenities proposed to be provided in the flat proposed to be sold and building complex has been detailed in Annexure-B annexed.
- 1.9. The Development Agreement and building plan and other specifications etc is available with the Developer and has been examined by the allottee to his satisfaction. The intending allottee(s) has fully satisfied himself / herself about the rights & interest of the company in the said land and the project and its limitations and obligations in the same.
- 1.10. The Developer shall complete the construction of the said flat by **January 2023**. The information of completion will be sent to allottee.

If the completion of the building is delayed, the allottee shall get as penalty, 9% interest per annum on the amount paid.

However, the period of delay caused in completion of the construction of the said flat on account, inter-alia of:

- a. non availability of building material such as steel, cement, water, electricity etc,
 - b. war, civil commotion, strike, hartal, bandh, act vis majore etc.
 - c. any notice, order, injunction, stay, rule, regulation, notification of any statutory or government authorities or court of law etc,
 - d. any other reason /cause, beyond the control of the Developer.
 - e. or caused due to any changes or additional facilities required to be done by the developer in the flat allotted herein, if desired by the purchaser, shall not be included in the period for completion of the said flat as agreed to herein.
2. The maintenance of the building and its common areas and facilities, of **"ROMA GOLF LINK"**, Varanasi shall be collective (Joint and several) responsibility of the apartment owners and occupiers. For such maintenance, an association of all the apartment holders shall be formed. Each apartment holder shall necessarily be the member of the said association/society. The purchaser shall pay Rs. 01/- (Rupees One Only) per square feet as membership fee of the said association /society before taking possession of the flat. Apart from the said membership fee, the purchaser shall also be liable to pay the maintenance charges on actual basis to the said association/society which shall be paid in proportion by the purchaser in advance.
 3. Till the said association/ society is formed and takes over the maintenance shall be done by the developer and shall the payments shall be made to the developer.
 4. The Developer shall complete the construction of the said flat and building in accordance with the sanctioned/revised sanctioned building plans or such deviation as are allowed with in compoundable limits of the V.D.A. Any change made by the Developer in the proposed flat shall be duly notified to the applicant /allottee and also to the institution from which the financial assistance, if any, is taken. However, the allottee shall have right to cancel his booking in case of substantial variation in the Flat allotted to him /her.
 5. If, for any reason, the applicant is not interested in purchasing the said allotted Flat, he can cancel the booking, however, the applicant will be entitled to get refund of his /her total amount paid, after deduction of 10% of the Unit Cost, as office expenses or the applicant can be get the full amount refunded after the said Flat is Sold to someone else. (The above options are at the convenience and sole discretion of the Builder.)
 6. The plan, specification, fixtures, fittings and amenities as provided in the **"ROMA GOLF LINK"** is as per the sole discretion of the Developer and no request for the alteration in the same shall be entertained by it.

However, at any time, the allottees shall have no right to object over any change / modification / alteration of building plans in case the same is required to be done under any rule, regulation, enactment in force or to be enforced or in case the same is felt required by the Developers, without prejudicially affecting the construction of the said Unit/Flat, hereby allotted.

7. It is also agreed between the Parties hereto, that the Developers shall be entitled to amalgamate the said land with any other adjoining properties. The Developers shall, in such cases or otherwise, be entitled to revise/redraw the layout of the land and /or building /s plans as may be permissible, without prejudicially affecting the construction of the said Unit /Flat, hereby allotted.
8. The developer shall be responsible up to two years after handing over the apartments regarding structural defects in the building, not caused by the allottee/s, constructed by it and it shall get such defects removed at its own cost, failing which it shall be liable to pay compensation for the losses incurred for such defects. On completion of the construction of the said flat, all the risk relating to or touching the or in respect of the said flat, shall exclusively be of the Purchaser.
9. The Purchaser shall have no claim, save and except in respect of the said flat, after the same is transferred through registered sale deed, hereby allotted to the Purchaser over any open spaces, parking spaces, terraces, recreation spaces et cetera. The Owner-Developer shall be entitled to dispose of such open spaces, parking spaces, terraces, recreation spaces, hoardings space, canopies, etcetera, on such terms as may be decided by the Owner-Developer, to any person for which the allottee hereby grants and is always deemed to have granted the consent.
10. In the event of the association of apartment owners being formed and registered before the sale and disposal of all the Unit/Flats in the building, all the powers and authorities and rights of the flat purchasers herein shall always be subject to the rights of the Owner-Developer including development rights of the said Land of the Owner-Developer, right to dispose of unsold Unit/Flats and all other incidental, ancillary and supplementary rights thereto under the agreements entered into by the Owner-Developer with the Purchasers. The Owner-Developer shall have a right to dispose of the remaining Unit/Flats in the said scheme in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Owner-Developers and the Purchasers of such remaining Unit/Flats shall be accepted as members of such Society or Body.
11. The allottee shall have no objection in case the Developer creates a charge on the entire project during the course of development of the project for raising loan from any bank or financial institution. However, such charge if created shall be got vacated before handing over the possession of the residential flat to the allottee.
12. That no interest will accrue to the allottee until the construction of the Flat is completed and a sale deed is executed and registered. The Developer /land owner shall continue to be the owner of the Flat and also the construction thereon till construction of the Flat is completed and sale deed is executed and registered. This Allotment shall not give any right, title or interest to the allottee in the property hereby allotted even though all the payments have been received by the First Party.
13. The variation in the area of the said flat shall be subject to minor variation in the area mentioned herein above. The Owner-Developer shall be entitled to claim additional consideration or liable to reduce the agreed consideration as the case may be in proportion to the area with the consideration agreed to herein.
14. The intending allottee(s) shall not assign or transfer the undivided interest in the land as well as the superstructure on it to come, till it is completed and without prior permission of the said builder.
15. All expenses regarding the preparation of sale deed, cost of stamp papers, registration fees, solicitor's fees, other taxes & duties (GST, etc.) and charges as applicable under the relevant Acts and Rules during the construction of the flats or on the date of execution of the Sale Deed of the undivided interest in the land as well as the super structure on it to come shall be borne by the allottee(s).
16. House tax, sewer tax, water tax and other tax levied pertaining ownership and occupation of the apartment is to be paid by individual owners besides their contribution for maintenance of common facilities/services.

ANNEXURE A
(COMMON AREAS AND COMMON FACILITIES)

"Common areas and facilities" means—

- (i) the land on which the building is located and all easements, rights and appurtenances belonging to the land and the building;
- (ii) the foundations, columns, girders, beams, supports, main walls, corridors, lobbies, stairs, stairways, fire-escapes and entrances and exits of the building;
- (iii) the elevators, tanks, pumps, motors, fans, cable pipe line (TV, gas, electricity etc.) rain water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use;
- (iv) Club House with garden

- (v) Two nos. lifts
- (vi) all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

LIMITED COMMON AREAS:

1. Partition walls between the two Unit/Flats shall be limited common property of the said two Unit/Flats.
2. Terraces adjacent to the specific flat (penthouse) being its part shall exclusively belong to such respective Flats only.
3. The parking spaces of the building shall not be common area and shall not be deemed to common area each such parking lot shall be allotted to specific purchasers by the Developer-owner/s as per their discretion or may be retained by the Developer-owner/s for exclusive car/two wheeler. Parking will prohibition of any construction thereon such parking lot cannot be used for any other purpose.

ANNEXURE B
(Amenities & Specifications)

1. Earthquake resistant R.C.C. Framed structure with Deep Under Reamed Pile Foundation.
2. Parking facilities at the ground level;
3. Staircase Flooring – Granite/ Marble
4. Common Areas Flooring- Granite/ Marble/ Tiles
5. Door/ Window frames- Wooden / Aluminium/UPVC
6. Main entrance door – Skin Moulded
7. Internal doors – Flush doors
8. Flooring- Vitrified Tiles/ Marble
9. Kitchen- Granite top with stainless steel sink and glazed tiles up to 2'0" height above counter
10. Toilets- Anti skid tiles flooring with glazed tiles on walls up to 7'0" height. Concealed plumbing with hot and cold water provision complete with cp fittings and sanitary ware.
11. Electrical – Concealed piping with copper wiring and modular Switches.
12. Internal punning with white cement putty
13. Good quality exterior paint
14. Fire fighting provision
15. Overhead tank for water storage
16. Separate residential entry with closed circuit TV
17. Generator connection for common areas, lift, pump, and connection to each flat.
18. EPABX facility with connection to each flat
19. TV and Telephone points in each flat
20. A/C and geyser points in each flat

Applicant - Purchaser

Roma Infratech