



## ALLOTMENT LETTER

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

1. Mr./Ms. \_\_\_\_\_  
S/D/W of Mr. \_\_\_\_\_  
R/o. \_\_\_\_\_  
\_\_\_\_\_

2. Mr./Ms. \_\_\_\_\_  
S/D/W of Mr. \_\_\_\_\_  
R/o. \_\_\_\_\_  
\_\_\_\_\_

Sir/Madam,

This is in furtherance to your application bearing No. \_\_\_\_\_ dated \_\_\_\_\_, whereby you requested us to make allotment of a Flat situated in Group Housing Colony named "**Madhava's(The Dream Homes)**" Near Shakun Galaxy Petrol Pump, Etah Chungi Bye pass Road, Aligarh, Uttar Pradesh

Accordingly, flat with following details situated at **Madhava's(The Dream Homes)**, Aligarh has been allotted to you on the standard terms and conditions already agreed and signed by you.

### Details of Flat

|                                 |                                      |
|---------------------------------|--------------------------------------|
| <b>Project Name:</b>            | Madhava's (The Dream Homes), Aligarh |
| <b>Type:</b>                    | Flat (..... BHK) Type .....          |
| <b>Nature of permitted use:</b> | Residential                          |
| <b>Flat Number:</b>             | .....                                |
| <b>Floor No.:</b>               | ..... Floor                          |
| <b>Super Area:</b>              | ..... Square Feet                    |
| <b>Covered Area:</b>            | ..... Square Feet                    |
| <b>Tower Name/No.:</b>          | ..... Tower                          |

Said Plot is bounded as per details given below –

|          |   |       |
|----------|---|-------|
| By East  | : | ..... |
| By West  | : | ..... |
| By North | : | ..... |
| By South | : | ..... |
| By Under | : | ..... |
| By Above | : | ..... |

I/We have now signed this application form after giving careful consideration to all facts, terms and conditions and paid the moneys there of. I/We hereby irrevocably accept and agree to abide by the aforesaid terms and conditions of the allotment.

Signature(s) of Applicant(s)

(i) .....

(ii) .....

Date :

Place :

(iii) .....

---

### FOR OFFICE USE

Booking done by :

Direct ☐

Through Agent ☐

Agent RERA Regd. No.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Full Booking Amount Received

Yes ☐

No ☐

Name and Signature of Manager who has made entry in the system :

Dated

: 

|  |  |
|--|--|
|  |  |
|--|--|

|  |  |
|--|--|
|  |  |
|--|--|

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

Authorised Signatory ..... Approved by.....



## TERMS & CONDITIONS FOR ALLOTMENT

1. The intending allottee has fully satisfied himself/herself about the title/development rights of the Company in the project land on which the plot/flat/villa (hereinafter referred to as 'unit') will be constructed/developed and has understood all limitations and obligations of the Company in respect thereof.
2. The drawings/plans displayed in the office of the Company showing the proposed Project (hereinafter referred to as 'the Project') The Company can carry out such additions, alterations and deletions in the layout plan, building plans, floor plans as per the provisions provided under the law.
3. Carpet Area (as per RERA guidelines) means the net usable floor of the Unit excluding the area covered by external walls, areas under service shafts, exclusive balconies or verandahs area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.
4. The Super/Super Built-up Area includes the covered area plus balconies or verandahs, proportionate common areas such as corridors, passages, lifts, lift rooms, staircase, underground and overhead water tanks, mummies etc.
5. The External Development Charges, Infrastructure Development Charges or any other charges as may be demanded by the authorities to be charged additionally and shall be paid by intending allottee as and when demanded by the Company or as per the Price List/Payment Plan given.
6. The amount paid to the extent of 10% of the basic sale price of the unit shall constitute the earnest money which shall stand forfeited along with all charges paid towards taxes, levies, govt. dues, interest penalty, cess, duties to the concerned department/authorities in respect of the said apartment in case of delay in payment and/or breach of any of the terms and conditions of allotment as also in the event of the failure by the intending allottee to get the Unit Buyer Agreement signed within 30 days of booking and get it registered.
7. The stamp duty and registration charges towards registration of Unit Buyer Agreement shall be payable by the intending allottee including any revision in charges from time to time.
8. In addition to the total price, allottee shall be liable and response to pay all taxes, including but not limited to GST, cess or any other similar taxes which may be levied, in connection with the construction of the Unit.
9. The allottee in addition to the total price of the unit shall pay any charges deposits payable to gas supplying agency for installation of necessary equipment such as gas cylinder/storage tanks/ pipe lines etc where ever applicable.
10. The timely payment of installments shall be the essence. In case of default in paying payment continuing for a period of beyond 2 months, the earnest money along with all charges paid towards Brokerage, taxes, levies, govt. dues, interest penalty, cess, duties to the concerned department / authorities and all other payments made by developer on a non refundable basis in respect of the said unit would be forfeited and the balance, if any, would be refundable without interest. In exceptional circumstances, the Company may, in their sole discretion, condone the delay in payment by charging interest as per Unit Buyer Agreement.
11. The intending allottee shall reimburse to the Company and pay on demand all taxes, levies or assessments whether levied now or leviable in future, on land and/or the building as the case may be, from the date of allotment, proportionately till the Unit is assessed individually.
12. The Company on completion of the construction/development shall issue final call notice to the intending allottee, who shall within 30 days thereof, remit all dues and take possession of the unit. In the event of his/her failure to take possession beyond 60 days for any reason whatsoever, shall bear all maintenance charges and any other levies on account of the allotted unit.
13. The intending allottee shall pay proportionate charges for maintenance and upkeep of common areas and services of the Project to the Company/its nominated agency. This arrangement will be carried out until the services are handed over to a Body Corporate or Society or Association of the Buyers. The Company/Maintenance Agency shall be entitled to withdraw from the maintenance of the Project without assigning any reasons. The intending allottee agrees and consents to this arrangement. The intending allottee shall sign a separate maintenance agreement with the Company/Maintenance Agency; make an interest free security deposit for the timely payment of the maintenance charges and contribution to the Replacement & Sinking Fund as determined by the Company/Maintenance Agency.
14. (a) The conveyance deed/sale deed/lease deed shall be executed in favour of the intending allottee on receipt of all payments as due. The intending allottee shall pay the Stamp Duty, Registration Charges and all other incidental charges for execution of conveyance deed in favour of the intending allottee.  
(b) Till the conveyance deed/ sale deed/ lease deed is executed the Company shall continue to be the owner of the project land and also the unit agreed to be allotted.



15. The intending allottee shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by registered AID letter about all subsequent changes, if any, in his/her address.
16. In all communications with the Company the reference of unit booked must be mentioned clearly.
17. The intending allottee shall not be entitled to get the name of his/her nominee substituted in his/her place without the prior approval of the Company. Such approval shall be granted on payment of administrative charges as prescribed by the Company.
18. The intending allottee shall abide by all the laws, rules and regulations applicable to the said unit and/or the project.
19. The intending allottee shall pay the basic sale price and other charges of unit as per the payment plan opted for by him/her out of the options prescribed by the Company along with GST as applicable. All payments shall be made by cheque/bank draft/RTGS payable at **Aligarh** par. Outstation cheques shall not be accepted.
20. The allottee shall not use the premises for any activity other than the use specified for.
21. In case there are joint intending allottees, all communications shall be sent by the Company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottee.
22. If as a result of any rules or directions of the Government or any Authority or if competent authority delays, with holds, denies the grant of necessary approvals for Project or due to force majeure conditions, the Company, after provisional and/or final allotment is unable to deliver the unit to the intending allottee the Company shall be liable only to refund the amounts received from him/her with interest as mentioned in the Unit Buyer Agreement.
23. The Company shall be entitled to raise finance/loan from any Financial Institution/Bank by way of mortgage / charge / securitization of receivables and creating charge on the project land. In case of the intending allottees who have taken loan from any Financial Institution/Bank, the conveyance of the unit in favour of the intending allottee shall be executed only upon the Company receiving 'No Objection Certificate' from such Financial Institution/Bank and the conveyance deed shall be handed over to the lending institution if so required by them. However, the charge shall be retrieved before handing over the possession of the unit.
24. The Buyer, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Buyer understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
25. The Promoter accepts no responsibility in regard to matters specified in point No. 22 above. The Buyer shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Buyer subsequent to the signing of the Unit Buyer Agreement, it shall be the sole responsibility of the Buyer to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of Buyer and such third party shall not have any right in the application/allotment of the said Unit apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Buyer only.
26. The Buyer agrees to furnish. his Permanent Account Number if an Income Tax assessee, or Form 60/61, as the case may be, within a period of 30 days from the date of execution of this Agreement, if not furnished earlier.
27. The Allottee hereby acknowledges and agrees that the Company is obliged to adhere to the Anti-Money Laundering Regulations (AML Regulations) applicable in all relevant jurisdictions including but not limited to Prohibition of Benami Property Transactions Act, 1988, Prevention of Corruption Act, Central Act, 1988, etc. The Allottee further undertakes that he shall not attempt to initiate any transactions that may contravene any AML Regulations and will provide all such information as is necessary or desirable by the Company.
28. As per section 194 IA of IT Act, 1 )/0 TDS is required to be deducted w.e.f. 1st June 2013 which shall be deposited by the customer directly and Form 16B to be submitted to the company within 30 days of booking, as applicable.
29. It is specifically understood by the intending allottee that the Company may incorporate additional terms and conditions in the Unit Buyer Agreement over and above the terms and conditions of allotment as set out in this application.