

**PROVISIONAL ALLOTMENT LETTER FOR FLAT IN THE RESIDENTIAL PROJECT**

To,

Mr. / Ms.....

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**Sub: Provisional Allotment Letter for Flat in the Residential Project known as "Shalimar Gallant", situated at Mahanagar, Lucknow – 226006 (Uttar Pradesh)**

This has reference to your application dated ..... submitted to M/s. SAS Hotels and Properties Private Limited, a Company incorporated under the Companies Act, 1956 having its Corporate Office at 'Shalimar Square, B. N. Road, Lalbagh, Lucknow, Uttar Pradesh, India' and registered office at '308, Tulsiani Chamber, Nariman Point Mumbai, Maharashtra, India' (hereinafter referred to as the "Company") for provisional allotment of a Flat in the Residential Project known as "Shalimar Gallant." (hereinafter referred to as said "Project") proposed to be developed on land situated at Mahanagar, Lucknow – 226006 (Uttar Pradesh) (Hereinafter referred to as the said "Land").

In response to your application dated....., the Company hereby provisionally allots to you (hereinafter you shall be referred to as the "Intending Allottee" which expression, unless repugnant to the context, shall mean and include his/her/their heirs, legal representatives, successors, administrators, executors, transferees, assignees etc.) Flat No..... in ..... Block having built-up area of approx..... Sq.Ft. on the..... Floor. (Herein after referred to as "said Unit") in the said Project proposed to be developed/constructed on the said Land. The provisional allotment of flat in the aforementioned project of the company is subject to the terms and conditions agreed between the parties which are detailed below:-

1. The Intending Allottee agrees that he has applied for allotment of said Unit with full knowledge of all the laws / notifications and rules applicable to the area in general and said Project named as "SHALIMAR GALLANT" in particular which have been explained by the Company and understood by him. The Intending Allottee agrees that this is only a provisional allotment of flat in his/her favour and the final allotment shall be made after the final approvals by the competent authorities and confirmed by a formal Agreement to Sell / Flat Buyers Agreement/ Sale-deed on Company's standard format containing the terms and conditions contained herein shall be executed by and between the parties.
2. That the Intending Allottee confirms to have knowledge that the brochures / pamphlets (advertisement material) provided to him / her / them by the company are of tentative nature and the final product may vary.
3. The Intending Allottee agrees that he/she shall pay the price of the said Unit i.e. Rs..... (Rupees.....) and other charges (as applicable, which are payable as and when demanded by the Company) calculated on the basis of super built-up area, which is understood to include pro rata share of the common areas in the Project. It is

For SAS Hotels and Properties Pvt. Ltd.

(Authorised Signatory)



Signed and Accepted

(Intending Allottee)

further understood and agreed by the Intending Allottee that the super built-up area given in this Provisional Allotment Letter is tentative and subject to change upon approval of final building plan(s) and /or on completion of construction of the Project. The Intending Allottee agrees that amount relating to any increase or reduction in the built-up area of the said Unit shall be payable or refundable (without any interest) at the rate per Sq. ft as mentioned in this Provisional Allotment Letter. In addition to the above mentioned price and other charges of the flat All the statutory dues / taxes ( including service tax) for the provisional allotment shall be solely and exclusively be borne by the Intending Allottee.

4. The Intending Allottee(s) shall make all payments in time in terms of 'Schedule of Payments' to be given by the Company along with the 'Final Allotment Letter' / 'Agreement to Sell' / 'Flat Buyers Agreement' and without any reminders from the Company through A/c Payee Cheque(s) / Demand Draft(s) in favour of "SAS Hotels and Properties Private Limited" payable at par at Lucknow.
5. In the event of the request for cancellation of 'Provisional Allotment of Flat' from the Intending Allottee, The Company will refund the amount paid by the Intending Allottee without any interest thereon after deduction of 10% of the 'Sale Price' of the provisionally allotted flat (as mentioned in the clause no. 3 of this provisional allotment letter) within a period of 3 (Three) months from the date of completion of all the formalities for cancellation.
6. The Intending Allottee(s) shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Company with such permissions, approvals etc. which would enable the Company to fulfill its obligation's under this Provisional Letter of Allotment. The Intending Allottee understands and agrees that in the event of any failure on his part to comply with the applicable laws / guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and / or its rules as amended from time to time and other applicable laws. The Company accepts no responsibility in this regard.
7. Unless a Sale Deed is executed and registered, the Company shall continue to have all authority/ownership rights over the said Unit and all amounts paid by the Intending Allottee under this Provisional Allotment shall merely be a token payment for purchase of the provisionally Allotted Unit and shall not give him any lien or interest in the said Unit until he/she has complied with all the terms and conditions of this Allotment and Conveyance of the said Unit has been executed and registered in his favor.
8. This provisional allotment is subject to the terms and conditions of layout plan and / or licenses to be issued by Lucknow Development Authority, Lucknow or any other authorities in respect of the said Unit / said Project to the Company. The change if any, by the said authority (s) are binding on the company and the Intending Allottee hereby accepts and agrees to abide by the same.
9. That the vacant and actual physical possession of the flat shall be delivered by the company to the Intending Allottee at the time of execution and registration of the sale deed, after payment of all the dues with respect to the said flat covered by this Provisional Allotment Letter / Final Allotment Letter / Flat Buyers Agreement / Agreement to Sell or any other agreement or documents executed between the parties / as agreed by the Intending Allottee(s) to the Company.
10. If for force majeure reasons, the whole or part of the project is abandoned or abnormally delayed, no other claim will

For SAS Hotels and Properties Pvt. Ltd.

Signed and Accepted

(Authorised Signatory)

  
**SHALIMAR**  
**Gallant**  
Mahanagar, Lucknow

(Intending Allottee)

be preferred except that Intending Allottee's money will be refunded with simple interest of 6% p.a. within six months from the happening of such eventuality.

11. That the stamp duty, registration fee, counsel fee and other misc. expenses for execution and registration of Provisional Allotment, Final Allotment, Conveyance Deed or any other Deed with respect to the said Unit will be payable by the Intending Allottee(s) only .
12. The Company shall have the first lien and charge on the said Unit in the event of the Intending Allottee parting with any interest therein for all its dues and / or that may thereafter become due and payable by the Intending Allottee to the Company under this Provisional Allotment.
13. That, delay or indulgence by the Company in enforcing the terms of this Intending Allotment or any forbearance or giving time to Intending Allottee shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Intending Allotment by the Intending Allottee nor shall the same in any manner prejudice the rights of the Company.
14. That in case any liability accrues on account of stamp duty /registration charges or any penal proceedings are initiated on this score then the same shall be borne solely and exclusively by the Intending Allottee only.
15. If any provision of this Provisional Allotment be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may be reasonably consistent with the purpose of this Provisional Allotment and to the extent necessary to conform to applicable laws and the remaining provisions of this Provisional Allotment shall remain valid and enforceable in accordance with other terms. In no circumstances it will render this 'Provisional Allotment' void.
16.
  - a) The Intending Allottee shall get his complete address & ID proof registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for provisional allotment of said Unit shall be deemed to be the registered address of the Intending Allottee until the same is changed in the manner aforesaid.
  - b) In case of joint Intending Allottee(s), all communication shall be sent by the Company to the Intending Allottee whose name appears first and at the address given by him shall for all purpose be considered as served on all the Intending Allottee(s) and no separate communication shall be necessary to the other named Intending Allottee(s).
  - c) All letters, receipts, and / or notices issued by the Company or its nominee and dispatched Under Certificate of Posting / Regd. AD / Speed Post / Courier Service to the last address known to it of the Intending Allottee shall be sufficient proof of receipt of the same by the Intending Allottee and shall fully and effectually discharge the Company / nominee.
17. For all intents and purposes singular shall include plural and masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Intending Allottee is a joint stock company, a firm, any other body corporate or organization or an association.
18. The terms and conditions contained herein above shall be interpreted in a manner so as to cover the laws and rules prevalent in India and conform to Public Policy and / or Fair Trade Practices.
19.
  - a) All or any disputes arising out of or touching upon or in relation to the terms of this Provisional Letter of

For SAS Hotels and Properties Pvt. Ltd.

(Authorised Signatory)



Signed and Accepted

(Intending Allottee)

Allotment including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be subject to sole arbitration of the nominee of the promoter / developer whose award shall be final and binding on both the parties. All expenses including arbitrator's fee shall be borne by the purchaser. All proceedings shall be subject to jurisdiction of Lucknow Courts only and its subordinate courts in city of Lucknow, Uttar Pradesh, India. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force.

- b) That the rights and obligations of the parties under or arising out of this provisional letter of Allotment shall be constructed and enforced in accordance with the laws of India.

Thanking You

For SAS Hotels & Properties Private Limited

(Authorised Signatory)

I / We hereby accept the provisional allotment on the basis of terms and conditions mentioned hereinabove.

Witnesses

Allottee(s)

1.....

Date:.....

Place: Lucknow

2.....

For SAS Hotels and Properties Pvt. Ltd.



Signed and Accepted

(Authorised Signatory)

(Intending Allottee)