

ALLOTMENT LETTER



Second Applicant

First Applicant

(to be filled in case of individual(s))

PARTICULARS OF ALLOTTEE

Hare Krishna Ocrhid having its office at M-33 2nd Floor, Greater Kailash -1, New Delhi - 110048 is pleased to inform you that your Application dated _____ for booking has been accepted and the company has allotted you the flat in its forthcoming group housing project "Hare Krishna Ocrhid" located at Surakha Road Vrindavan, Mathura U.P. The details and the terms and conditions of the allotment are set out as under:

ALLOTMENT LETTER

himself/himselfes.

In case if Allottee(s) is/are foreign national/or NRI, he/she/they shall ensure that all the legal formalities including any permission for the same from the competent authority, shall be done by the Applicant(s) / requirements, as contemplated under the relevant laws governing the purchase of properties / land

FOREIGN NATIONALS

severally.

Purpose of this allotment letter and both / all shall be liable for the consequences jointly as well as failure to pay by both / all and joint Allottee(s) shall be treated as one single person / entity for the purpose of this allotment letter and both / all shall be liable for the consequences jointly as well as failure to pay by both / all and joint Allottee(s) shall be treated as one single person / entity for the

JOINT ALLOTMENT

be the address for all correspondence.

A.D to avoid any kind of misdirection of mail. In case of Joint Allotment , address of the First Allottee shall change in the above address shall be promptly communicated to the company in writing through Regd. All the communication / correspondence on the address given above shall be treated as valid and any

PAN No Passport No
Mobile Fax No
Tel Residence Office
Profession E-mail
Residential Address

Date of Birth Marital Status
Son/Wife/Daughter of Mr./Mrs.
Mr./Mrs./Ms.
Details of Proprietor/Partner/Authorized Person

Registration / Board Resolution / Authorization Letter dated
M/s.

(To be filled in case of a Proprietorship firm / Partnership Firm / Company)

The Company / financial institution / Bank shall always have the first lien/ charge on the said flat for all the dues of Allottee(s) and/or other sums payable by the Allottee(s) or in respect of any loan granted to the company for the purpose of the construction of the said building/tower/block.

The Allottee(s) shall not have any objection, whatsoever, to the said flat for all the dues of Allottee(s) and/or other sums payable by the Allottee(s) or in respect of any loan granted to the company for the purpose of the construction of the said building/tower/block.

The Allottee(s) hereby authorizes and permits the company to raise finance from any Bank / financial institution, Body Corporate etc. and for this purpose to create equitable mortgage / charge / security interest or in any other mode or manner by charge/mortgage of the said flat building receivables or in any other mode or manner by charge/mortgage of the said flat building, or due to any supervening circumstances or due to any technical reasons or to facilitate the larger interest of the other Allottee(s), subject to adjustment of the price proportionately at the original rate.

That the company may provide additional specification other than those mentioned in the specifications sheet or brochures or may increase/decrease the area of the flat of the Allottee(s) as deemed necessary due to any supervening circumstances or due to any technical reasons or to facilitate the larger interest of the other Allottee(s), subject to adjustment of the price proportionately at the original rate.

PROJECT LOAN

CHANGE IN SPECIFICATION

If during the course of construction and / or after completion of the construction and / or after handing over physical possession of the flat to the Allottee(s) or even thereafter or otherwise under the rules of local authorities/Mathura Vrindavan Development Authority, F.A.R. is increased, as a result of which construction of further stories and / or flat become permissible, or construction of what so ever nature is permitted on any open space / parking space etc. by the concerned authorities in that event the company shall accordingly has the right to raise such further construction on any open space and/or additional flats without any objection from any of the Allottee(s) including Allottee(s) of the last floor.

CHANGE IN F.A.R.

The aforesaid group housing project is raised on the free hold plot approved by the Mathura Vrindavan Development Authority and is situated on Surakha Road. The said plot is registered with sub registrar Mathura.

NATURE & TITLE OF ALLOTMENT

- Authority at the time of transfer/execution of Sub-Lease Deed shall be borne by the Allottee(s).
- Processing fee and all other incidental charges as payable to the Mahura Vindavan Development Company or its nominated agency before Possession of the flat.
- Interest Free Maintenance Security @ Rs. 2500/- shall be deposited by the Allottee(s) with the charges for providing amenities by the local bodies.
- Cost of External Development charges as may be imposed by the concerned authorities or Any increase or decrease in tax rate(s) shall be borne by the Allottee(s).
- Stamp duty, Registration fee and allied charges, as applicable, shall be additionally payable by the Allottee(s).
- All taxes, service tax, sales tax, impositions, levies, duties as applicable or imposed or which may be imposed by central govt., state govt., or local authorities with regard to the sale / sub-lease of the flat.

The above price of the flat shall not include the following:

The total sale Price of the flat so booked shall remain fixed and shall not be subject to any escalation.

(Rupees in words.....)

A. Unit Cost of the Flat	Rs	TOTAL (A+B+C)
C. One Time Charges	Rs	(i) IFMS
B. PLC (if Any)	Rs	(ii) EDC/IDC
A. Unit Cost of the Flat	Rs	(iii) Power Backup
		(iv) Electric Meter & Connection

SALE PRICE

(i) Tower No.....	Floor	Type	Sq.mtr.....	Super Area (Sq.ft.) (Approx).....	Covered Area (Sq.ft.) (Approx).....	(v) Furnished / Un-Furnished.....	(vi) Other Details, if any
-------------------	-------------	------------	-------------	-----------------------------------	-------------------------------------	-----------------------------------	----------------------------------

PARTICULARS OF FLAT ALLOTTED

That failure of the Allottee(s) to adhere to the payment plan will render this allotment segregated and the company shall be free to re-allot the flat to any other prospective buyer. That is, if the allotment or cancellation of the flat to the Allottee(s) shall be refunded without any interest thereon after deducting the 10 % of total sale price of flat including other charges which is liable to be forfeited.

CANCELLATION OF ALLOTMENT & FORFEITURE OF MONEY

That all the payments shall be made by the Allottee(s) by way of demand draft or crossed cheque in favour of "Hare Krishna Ocrhidi". Payable at Delhi. Out stations cheques shall not be entertained. Details of two payment plans are placed as annexure into this letter.

- (a) PLAN 'A' (DOWN PAYMENT)
- (b) PLAN 'B' (STAGE WISE PAYMENT)

PAYMENT PLAN

The transfer of allotment is not permissible, however it may be permitted at the discretion of the company in the exceptional case only, subject to payment of administrative charges @ 4% of the total sale price at that time.

The allotment of flat is made in the proposed group housing "Hare Krishna Ocrhidi" at Surarkh Road Vrindavan, Mathura U.P. and allotment is valid for this project of the company and not liable to be transferred to any other project of the company.

TRANSFER OF ALLOTMENT

The company shall provide the fire fighting system/equipments as per departmental government rules / norms.

FIRE FIGHTING

The company shall construct at its own cost a club/recreatioanl facilities centre which may be transferred to outside agency, to manage and operate such facilities on such terms and conditions as the company may deem fit at its sole discretion. An Allottee is a member of the club. The Allottee(s) shall have the right to use club facilities subject to rules and regulations of the club/ recreation centre, on payment of requisite charges/fees, which may vary from time to time.

CLUB RECREATIONAL FACILITY CENTRE

The Allottee(s) shall ensure that he/she/it comes forward to get the Sub-Lease Deed/Conveyance Deed executed in his/her/their favour, on getting the offer of Possession of the flat by the company, in default thereof, than sixty days from the date of offer of Possession of the flat by the company, but not later

HOLDING CHARGES

In the event of delay in handing over the Possession of the flat by the company to the Allottee(s) as stated above and upto a extended period of six months and after deducting a period of force majeure & reasons beyond the control of developer the company agrees to pay to the Allottee(s) compensation to be calculated at the rate of Rs. 5/- per sq. ft. of super area per month (Rupees Five per sq. ft.) for the period of delay except circumstances as stated above.

The construction of the flat if delayed due to the reason of force majeure/reasons beyond the control of the company (e.g. non availability of any building materials, war or enemy action or natural calamities or any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc.). OR in case of delay in delivery of Possession as a result of any notice order, rule, notification of the Government, public or other Competent Authority, the Company shall be entitled to a reasonable extension of time; the Allottee(s) shall have no right to claim any damages for such delay.

The proposed project shall be executed in phases. No Allottee(s) shall be given the Possession in completion of their respective phase. No Allottee(s) shall have the right to seek claim Possession in phase/block, other than in which he has been allotted the flat.

That the firm hereby assures that Possession of the flat shall be handed over to the Allottee(s) on or before

PERIOD OF POSSESSION

Where payments are delayed, the company shall at its absolute discretion accept the delayed payments made by the Allottee(s) will first be adjusted towards the interest due and thereafter the balance will be adjusted towards the principal amount due. However, all adjustments of interests latest can be made at the time of handing over the possession of the flat.

Interest @ 24% per annum on delayed payments.

on being shown sufficient cause the Allottee(s) for such delay. The Allottee(s) shall be liable to pay on being shown sufficient cause the Allottee(s) for such delay. The Allottee(s) shall be liable to pay

Allottee(s) shall ensure that all payments are made on or before due date(s) fixed in the payment schedule, to avoid cancellation of allotment.

DELAYED PAYMENT

The Allottee(s) shall have no right to seek partitions of the common areas in any manner whatsoever and a manner that the common areas shall remain free from obstructions and hindrances. None of the Allottee(s) shall have the right to use the common areas together with the other Allottee of the complex permanently, as to disturb its original shape, appearance and designs. The Allottee(s) undertakes and

COMMON AREAS

the Allottee(s) to the enjoyment of common services including electricity, parking, use of lifts and use of water etc. The allottee consents to this arrangement whether the building is transferred to the Allottee(s) to the extent of any of the charges within the time specified shall also dis-entitle the maintenance cost. Non-payment of any of the charges within the time depending upon the maintenance charges, which will be fixed by the builder or its nominee from time to time depending upon be convolved to the Allottee(s) as and when the same is worked out. The charges for the same shall be nominated agency/ association at the time of getting offer of possession. The charges to the company be chargeable to the Allottee(s) shall be liable to pay one year advance monthly maintenance charges to the company monthly maintained agency/ association for the same shall be liable to pay interest Free Maintenance Security @ Rs 2500/-per sq. ft of document and the maintenance security charges shall be one time and non refundable but transferable.

MAINTENANCE CHARGES

The Allottee(s) shall also be liable to pay interest Free Maintenance Security @ Rs 2500/-per sq. ft of super area to the company / nominated agency / association before the execution of the transfer for the purpose and Allottee(s) shall be bound by the terms and condition of the maintenance agreement for the purpose and Allottee(s) shall be bound by the terms and condition of the maintenance agreement formed between the company or its nominated agency or any association formed for the purpose and Allottee(s) shall be bound by the terms and condition of the flat allotted, shall execute separate Maintenance Agreement of transfer document of the flat allotted, shall execute document and the maintenance security charges shall be one time and non refundable but transferable.

MAINTENANCE AGREEMENT

The electricity supply shall be made from the common centralized meter on prepaid coupon basis. The Allottee(s) shall, on Possession and execution of transfer document of the flat allotted, shall execute separate Electricity Supply Agreement of transfer document of the flat allotted, shall execute document and the maintenance security charges shall be one time and non refundable but transferable.

SUPPLY OF ELECTRICITY

The company shall construct necessary water tanks for the entire complex and the Allottee(s) shall be given the water supply from the said water tanks.

SUPPLY OF WATER

The Allottee(s) shall be liable to compensate the company @ rate of Rs. 5/- (Rupees Five) per sq. ft of super area per month for the holding charges/watch & ward charges.

- to the following things :
- a) Allottee(s) shall not allow or permit any pets such as dogs, cats, rabbits etc., to move around in the common areas, stair-case, parks etc, so as to endanger the life, liberty and property of the other co-occupants/owners.
- b) The Allottee(s) shall park his/her vehicle in the area specially marked for that purpose only or in general open parking if available. The Allottee(s) shall not allow his / her visitors to bring in the vehicles in to the complex and same shall ensure to be parked outside the complex at his own risk.
- c) The Allottee(s) shall not use or allow his/her flat to be used for any prohibited activities, so as to ensure the quiet and peaceful life/living of the occupants / owner of the flats in the complex.
- d) The Allottee(s) shall not put, affix and display any sign boards indicating his business or professional activities or other kind of boards or neon signs, which may form any kind of publicity or temporary or permanent or installation of any windows, screens, permanent curtains, coloring etc.
- e) The Allottee(s) shall not do or cause to do any act in the form of additional constructions, whether temporary or permanent or in the beauty of these areas for the purpose they are meant.
- f) The Allottee(s) shall not use the park, garden , common areas, open space etc. for any kind of functions, congregations, parties, get together, group meetings etc. and it shall be strictly ensured to maintain the beauty of these areas for the purpose they are meant.
- g) That except for the areas herein allotted and all common usage rights and facilities attached there with, all rights and interests in the entire common areas and facilities in the said housing complex, covered and open parking space (except areas of which usage rights specifically allotted to office, company who shall be entitled to use them for any purpose what so ever. Any Allottee(s) shall not cause any type of encroachment / construction on the above said areas and shall have no right or title whatsoever of any kind in these areas.
- h) The Allottee(s) undertakes that he / she shall allow the maintenance staff to enter in his/her flat/duct etc. at all reasonable time for cleaning / maintaining/ repairing of the pipes / leakage/ sewage in his/her flat.
- i) The Allottee(s) underrakes that he / she shall pay the expenses for repairing the toilets, bathrooms or any other part of any flat and paying thereof damaged due to his / her negligence or willful act.
- j) The Allottee(s) underrakes that he / she shall pay the expenses for repairing the toilets, bathrooms due to his/her negligence or willful act.
- k) The Allottee(s) underrakes that he / she shall be responsible to pay for any equipment in the complex i.e. lifts, fireighting equipment, motors, panels , water pumps or any other item if it occurs or any other part of any flat and paying thereof damaged due to his / her negligence or willful act.

1. The Allottee(s) has satisfied himself/ herself/ itsel about all features and aspects of the project including physical inspection of the land where the proposed project "Hare Krishna Krishna" is being developed/ raised, the tentative building plans and ownership records of the land and all other documents relating to the title , competency etc. And the Allottee(s) has been provided with all the information/ clarifications, as and when desired.

GENERAL CONDITIONS:

It is further clarified that the super area mentioned in the agreement is tentative and for the purpose of computing sale price in respect of said flat only and the inclusion of common areas in the said building/ tower for the purpose of calculating super areas does not give any right, title or interest in common areas to buyer, except the right to use common areas by sharing with other occupant in the said building subject to timely payment of maintenance charges.

- ▷ Site for retail shops and shops,
- ▷ Root/ top terrace above flats.
- ▷ Car parking areas.

It is specifically made clear that computation of super area does not include:

In case of flat provided with exclusive open terraces the calculation of super area shall be done separately. Buyer however, shall not be permitted to cover such terraces and shall use the same as open terrace only and in no other manner whatsoever

Whereas the covered area of the said flat, shall mean the entire area enclosed by its periphery walls including area under walls, columns, balconies, cupboards etc. and half the area of common walls adjacent to other premises/ flats, which form integral part of the said flat. Common areas shall mean all such portion/ areas, in the entire building which the buyer shall be sharing with other occupants of the said building that include entrance lobby, drivers, common toilet, lift lobbies, lift shafts, electrical shafts, service, plumbing shafts, service ledges on all floors, common corridors, passageways, staircase, maintenance offices/ stores, etc., fire shafts, lift machine room, maintenance rooms, maintenance offices/ stores, etc., architectural features if provided, and security/ fire control rooms.

Super Areas means the total area comprising of covered and the proportionate common area. Super Area for the purpose of calculating the sale price with regard to said flat shall be the sum of the said flat area and its pro-rata share of common areas in the entire building.

SUPER AREA

2. The drawing displayed in the site office / registered office of Builder showing the Flats / Building are provisional and tentative and are subject to change at the instance of the sanctioning authorities / Architects or the Builder and the change can be made during the course of construction without any objection or claim from the allottee.
3. The construction of the flats shall be as per the sanctioned building plans subject to normal variations which may be necessary as per requirements of the project but within the compounding limits. If the size of the flat allotted marginally increases or decreases, the total cost of the flat shall accordingly be increased or decreased proportionally.
4. If for any reason whether within or outside our control the whole or part of the scheme is abandoned, no claim will be preferred except that your money will be refunded in full without interest.
5. The company has got the building plans and got the same Sanctioned / got sanctioned from the Mathura Vrindavan Development Authority.
6. Transfers of the rights as allottee for the said flat herein, will be at the discretion of the Builder and will need prior written approval from the Builder. Administrative charges as prescribed by the Builder from time to time will be paid by the allottee, before the transfer. Any change in the name of the allottee (including addition / deletion), as registered / recorded with the builder will be deemed as transfer for this purpose. The administrative charges for transfer of rights herein amongst family members (husband, wife and own children and real brother / sister) will be 50% of the normal administrative charges for every transfer.
7. There may be variation in the color, design, size etc. in the tiles, fittings and fixtures among different flats. However, in such an event, material/product of equal good quality shall be used.
8. That no Allottee(s) shall have the right to make any structural changes in the flat, whether outside the flat or inside the flat, in any manner what so ever. The Allottee(s) of the flat in the said group causing obstruction or hindrance to the other Allottee(s) or passerby etc., without prior written publicity or advertisement outside his flat or anywhere in the common areas, thereby causing damage or damage to the constructional feature of the whole building as well as that of adjoining houses complex shall ensure that the original structure of the flat is maintained to avoid any danger or damage to the constructional feature of the whole building as well as that of adjoining flats.
- That neither the provisional Allottee(s) nor the occupier of the flat can put up any sign board, standard size depicting his name on the entrance of the Flat or on the specially designated space permission of the company. However the provisional Allottee(s) may put the nameplate of the company on the flat or anywhere in the flat or outside his flat or anywhere in the common areas, thereby causing damage to the constructional feature of the whole building as well as that of adjoining flats.

9. The common facilities, conveniences, club, swimming pool etc. etc. shall be operational on the completion of the entire project, irrespective that the possession has been handed over to the Allottee(s) phase/block wise.
- That the Allottee(s) shall not cover, particularly the balconies and open areas by putting any kind of permanent or temporary structures, so as to ensure that the exteriors of the housing complex remains uniform and the beauty of the whole building is not tainted with.
9. The common facilities, conveniences, club, swimming pool etc. etc. shall be operated on the completion of the entire project, irrespective that the possession has been handed over to the Allottee(s) phase/block wise.
10. It is hereby agreed, understood and declared by and between the parties that the sale deed / registry shall be executed & registered in favour of the Allottee(s) after the Flat has been finally constructed at the site, after receipt of the total sale consideration, agreed herein by the Builder and other connected expenses i.e. cost of Stamp Duty for registration of the sale deed / registry, registration charges / fee, miscellaneous expenses and incidental legal fee / charges, which shall be borne and paid by the Allottee(s).
11. The Allottee(s) shall abide by all laws, rules and regulations of the Mathtura Vrindavan Development Authority / Local bodies/State Govt. of U.P. and of the proposed Body Corporate, Association of the Buyers (as and when formed, till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after the completion of the Complex. The Flat shall be used for the purpose for which it is allotted.
12. The allottee(s) is aware that various flats are being allotted to various persons under Uniform terms and conditions. The allottee(s) agrees that he will use the said flat for Residential purpose and shall not use the aforesaid flat for any other purpose which may or likely to cause nuisance to allots(s) of other flats in this Complex or to crowd the passage to use it for any illegal or immoral purpose. The Flat shall be used for activities as are permissible under law.
13. Any betterment charges, development levies, property taxes, additional premium, ground rent, vacant land tax and any other sums payable to or demanded by the municipal authorities, Mathtura Vrindavan Development Authority and any concerned Local Authority or Government Agency and the Maintenance charges to be charged by Authority for maintenance of the above said plot in the name of the Promoter, shall to be borne by the Buyer in proportion to the area acquired under this agreement, and shall be payable immediately on demand.

14. The Buyer shall be liable to pay all expenses for preparation of legal documents including Stamp Duty, Registration Charges, other incidental expenses for registration thereof in relation to the flat and joint rights in plot underneath as may be intimated to the Buyer by the Promoter.

2.

1.

2.

Signature of the Allottee(s)

WITNESS

Authorized Signature

The Allotment Letter is accepted unconditionally

For Hare Krishna Drchid

Yours faithfully

Thanking you

herein above, and in the presence of the following witness.

IN WITNESS WHEREOF the Allotees and Company hereby hereto have set their respective hands and have signed this Agreement at this place and on the _____ day, _____ month and _____ year first written

the same shall be subject to the jurisdiction of Delhi Court only.

That in case any dispute(s) between the Company and the Allottee(s) on any of the matter(s) issued pernaining to the subject matter of this Allotment Letter or interpretation of any term of this Allotment Letter

SETTLEMENT OF DISPUTE

main lease as well as sub-lease by the Mathura Vrindavan Development Authority.

23. The Allottee (s) shall use the flat for residential purpose only as clearly stated as condition in the

same/Company.

22. Every Allottee shall be liable to pay regular usage charges for using the club facilities. The use of the club facility shall be subject to the terms and conditions or rules of the club governing the

STAGES	PERCENTAGE OF PAYMENT
At the time of Booking	10%
Within 30 Days	05%
On Foundation	05%
On Basement Roof	05%
On Ground Floor Roof	05%
On First Floor Roof	05%
On Second Floor Roof	05%
On Third Floor Roof	05%
On Fourth Floor Roof	05%
On Fifth Floor Roof	05%
On Sixth Floor Roof	05%
On Eighth Floor Roof	05%
On Ninth Floor Roof	05%
On Tenth Floor Roof	05%
On Brick Wall & Plaster Roof	05%
On Electric Plumbing	05%
On Flooring & P.O.P	05%
At the time of Possession	05%
TOTAL	100%

PLAN - B : (STAGE WISE PAYMENT)

STAGES	PERCENTAGE OF PAYMENT
At the time of Booking	10%
Within 30 Days of Booking	85%
At the time of offer of Possession	5%
TOTAL	100%

PLAN - A : (DOWN PAYMENT PLAN)

<u>SPECIFICATIONS</u>	
Structure :	Earthquake resistant RCC frame structure with masonry infill walls designed by highly experienced engineers.
Flooring :	Vitrified tiles in Drawing Room, Dining Room, Bedroom and Kitchen, Laminate wooden Flooring in Master Bedroom.
Kitchen :	Granite platform with 2 ft. height Glazed Tiles above counter top and Stainless Sink.
Toilet :	Glazed Tiles upto 7 ft./Doors level height on walls and antiskid ceramic Tiles on Floor, Branched Sanitary ware and CP Fittings.
Electrical :	Copper wiring and concealed PVC Pipes with sufficient Light and Power Points and TV, Telephone Points in living Room and Bedroom.
Doors/Windows :	External doors and windows of UPVC /Aluminum or equivalent and internal frames of hardwood with flush doors.
Internal Finish :	POP painting and plastic enamel paint, texture paint in drawing room and master bedroom.
External Finish :	Superior Paint Finish.
Security :	Round the clock centralized Security with intercom facility.
Entertainment :	Club house with Gadgets and swimming pools.
Fire Fighting :	Fire detection & fire fighting system as per national building code norms.

- Modular Kitchen
- Dining Table
- Wooden Almirah in Rooms
- POP with Paint
- Ceiling Fans & Exhaust Fan
- Geyser in Bathroom
- Fancy light fittings.
- Double Bed
- Sofa Set with Centre Table
- Split/ Window AC
- Induction Chuhia
- Refrigerator (LG/Samsung/any equivalent brand)
- LCD TV (LG/Samsung/any brand)
- Curtains.

FULL FURNISHED :

FURNISHINGS (OPTIONAL)