

ARSHA INFRADEVELOPERS PVT. LTD.

2/169, Vivek Khand, Gomti Nagar,

Lucknow

ALLOTMENT LETTER

Dated

To,

1. Mr/Ms/Mrs.
Son/Wife/Daughter of Shri
Resident of
.....
2. Mr/Ms/Mrs.
Son/Wife/Daughter of Shri
Resident of
.....
3. Mr/Ms/Mrs.
Son/Wife/Daughter of Shri
Resident of
.....

OR

M/sa Partnership Firm duly registered
under the Indian Partnership Act, 1932 at through its Partners
.....

OR

M/s (P) Ltd., registered office at
..... through its authorised Director
.....

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

(Arsha Infradevelopers Pvt. Ltd.
Authorised Signatory)

Sub : Letter of Allotment of Flat in Project named "Arsha Sumangalam" in Block No. situated at Sector-14, Vrindavan Yojana, Raebareli Road, Lucknow.

Congratulations !!!

We are delighted to inform you, that you have been allotted a Unit/Flat bearing no. on Floor, in block no. having tentative carpet area of sq.mtr. and exclusive balcony area of sq.mtr. built up area sq.mtr. ("Unit"), against your Registration/Application form no. dated ("Application Form"), in our residential project named as Arsha Sumangalam ("Project") which is being developed upon project land admeasuring 6650 sq.mtr. corresponding to Plot no. 13-C, Sector-14, Vrindavan Yojana, Raebareli Road, Lucknow. ("Project Land") in accordance with terms and conditions of said Application form and this Allotment Letter.

The allotment of the said unit/flat is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Agreement for Sale, 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.

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A FLAT/UNIT IN THE RESIDENTIAL PROJECT NAMED "ARSHA SUMANGALAM"

1. The Project is a residential project known as "Arsha Sumangalam", comprising of two blocks viz. A & B and each having, basement + Stilt floor + 12 upper floor and common areas and facilities of the Project. The Project has been registered with the Real Estate Regulatory Authority ("Authority" on date 28.07.2017 and the Project's Registration Certificate No. is UPRERAPRJ 3579, which is valid for a period of 5.3 years commencing from 18.10.2015, unless renewed by the Authority. The details of the Promoter and the Project are also available on the website (www.uprera.in) of the Authority as required under Real Estate (Regulation and Development) Act, 2016 ("Act").

2. The basic sale consideration of the Unit is Rs. (Rupeesonly).

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

(Arsha Infradevelopers Pvt. Ltd.
Authorised Signatory)

3. The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits etc. (herein-after referred to as "Additional Payments").

- a) Interest Free Maintenance Deposit ("IFMD") Rs.
(Rupees only);
- b) One month maintenance charges Rs. (Rupees
..... only);
- c) Membership fees of Resident's Association : Rs. (Rupees only);
- d) Electrical sub-station charges : Rs. (Rupees only);
- e) Legal charges : Rs. (Rupees only);
- f) GST : ;

4. The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit aggregates to Rs. (Rupees only)
(hereinafter referred to as "Total Payable amount").

5. The Allottee(s) is/are aware that the total payable amount is inclusive of the booking amount, GST, Cess or any other similar taxes levied in connection with the Project, upto the date of handing over of possession of the Unit, maintenance charges (upto 1 month) cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the said Unit and the Building/Project.

6. The Allottee(s) shall also be liable to pay maintenance deposit and charges, documentation charges, stamp duty, registration charges and any other charges, applicable at the time of registration of the Agreement for Sale, Sale Deed, and sub-Lease Deed etc., in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). IFMD shall be transferred to the Residents' Association or its nominee at the time of conveyance of common areas and facilities of the Project to the Residents' Association.

7. The Allottee(s) shall pay total payable amount of Unit, less booking amount of Rs. (Rupees only) strictly in accordance with the Payment Plan annexed herewith, through account payee cheque/demand draft, banker's cheque or online payment (as applicable) in favour of ARSHA INFRADEVELOPERS

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

(Arsha Infradevelopers Pvt. Ltd.
Authorised Signatory)

PVTG. LTD.', payable at Lucknow. The receipt would be valid only after realization of the said cheque/bank draft and effect of credit in the account of the Promoter.

8. The total payable amount is escalation-free, save and except increases, which the Allottee(s) agrees to pay, due to increase on account of development charges, like water supply connection charges, including its deposit and infrastructure cost or electricity supply connection charges including its deposit and infrastructure cost etc. payable to the competent authority and/or any other increase in charges which may be levied or imposed or increased, by the competent authority from time to time, till the date of handing-over of possession.

9. The Promoter shall periodically intimate to the Allottee(s) about the installment/amount payable and the Allottee(s) shall make the payment within the time and in the manner specified therein.

10. 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.

11. The Allottee(s) shall make all payments due from his/her bank account(s). The Promoter shall not accept any payment/remittances made by third party on behalf of Allottee(s).

12. That the Promoter has been sanctioned electric load by the Mandhyanchal Vidhut Vitran Nigam Ltd. (MVVNL) on the basis of multi-point metering system. The Allottee(s) shall be required to obtain electric connection separately for its Unit/Flat from the Promoter and according to which electric connection/supply shall be provided by Promoter through prepaid meter and proportionate security deposit will be borne and paid by the Allottee(s).

The Allottee(s) shall also be liable to pay the proportionate electricity charges for the common areas, to the Promoter till such time the Resident's Association is formed and the maintenance of the building is handedover to them.

13. All taxes, levies or assessments, falling due as well as Proportionate common electric charges and water charges, from the date of handing over of possession of the said Unit by the Promoter to the Allottee(s) shall be borne by the Allottee(s).

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

(Arsha Infradevelopers Pvt. Ltd.
Authorised Signatory)

14. A detailed agreement for sale shall be executed between the Allottee(s) and the Promoter, in the Promoter's Standard agreement to sell format, as and when called upon to do so by the Promoter.

15. The sale-deed shall be executed and registered in respect of the Unit alongwith prorata share in common areas of the Project, by the Promoter, in favour of the Allottee(s), subject to full and final payment of all money payable including interest, if any, and all other dues of the Promoter by the Allottee, and also subject to compliances of all other relevant terms and conditions of the Application Form and this Allotment Letter.

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 within 15 days from the date of demand by the Promoter, then in such an event the Allottee(s) shall be liable to pay Interest as per Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 "(Rules)". If the above default in payment extends for a period beyond 30 days after demand notice, the Promoter shall be entitled to cancel the allotment of the Unit in favour of the Allottee(s) and forfeit 10% of Basic Sale Consideration of Unit ("Earnest Amount"), taxes, duties, cess, etc. paid to the concerned department, brokerage paid by the Promoter, in respect of Unit and refund balance amount without any interest after the sale of Unit to a new Allottee/buyer, from the amounts realized from such new Allottee/buyer.

17. Subject to force majeure, the Promoter agrees to offer possession of the Unit in Building on or before 31.07.2020. And in the event of the failure of the Allottee(s) to take over the possession of Unit, the Promoter shall have the option to cancel allotment and forfeit Earnest Amount, brokerage paid by the Promoter, taxes, duties, cess, etc. paid to concerned department 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 Unit 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 @ Rs. 20000/- per month for the period of delay.

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

(Arsha Infradevelopers Pvt. Ltd.
Authorised Signatory)

18. In case the Allottee(s) choose to cancel/withdraws from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Amount, all the taxes, duties, cess, etc. deposited, by the Promoter to the concerned department/authority, brokerage paid by the Promoter and all other penalties, interest liabilities, dues of any nature whatsoever, from the amounts paid by the Allottee(s) till the date of cancellation and the balance amount if any, shall be returned by the Promoter to the Allottee(s) without any interest, after the sale of the Unit to a new Allottee/buyer, from the amounts realised from such new Allottee/buyer.

19. Further on cancellation of the allotment of Unit by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the allotted Unit shall stand extinguished and the Allottee(s) shall have no further legal rights, title and interest of any nature over the Unit and the Promoter shall be entitled to transfer the Unit to any other person(s) at its own discretion.

20. In case the Allottee(s) wants to avail the loan facilities from his/her employer or any Bank or any Financial Institution, to facilitate the purchase of the Unit, the Promoter shall facilitate the process subject to the following :

The terms of the Employer/Bank/Financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.

The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Allottee(s).

In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per Payment Plan shall be ensured by the Allottee(s),.

21. In the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, which shall be assessed by the Promoter [and such assessment shall be final and binding on the Allottee(s)], 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. The 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.

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

(Arsha Infradevelopers Pvt. Ltd.
Authorised Signatory)

22. The Promoter shall not make any additions and alterations in the sanctioned plans, in respect of the said Unit or 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.

23. 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 the Act.

24. The Promoter shall confirm to the final Carpet Area, that has been allotted to the Allottee(s), after the construction of the Building is complete and the partial completion certificate is granted by the competent authority. The Total Payable Amount, payable for the 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 the Allottee(s) within 45 days with interest at Interest Rate. If there is any increase in the Carpet Area which is not more than three percent of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from title Allottee(s). All these monetary adjustments shall be made in the Total Payable Amount in proportion to increase/decrease in area of the Unit.

25. The Allottee(s) understands and agrees that a Residents' Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and facilities of the Project. The allottees of all the Apartments of the Project shall become the members of the Residents' Association by paying non-refundable membership fees. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Residents' Association. Until the formation of the Residents' Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Residents' Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and facilities of the Project.

26. The Allottee(s) shall be liable to pay from the date of offer of possession, house-tax, property-tax, or any other fee, cess or tax as applicable under law, as and when levied by any local

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

(Arsha Infradevelopers Pvt. Ltd.
Authorised Signatory)

body or authority and so long as the Unit 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 carpet area of Unit to the carpet area of all apartments in the Project. If the Promoter has to pay the aforesaid amounts on 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.

27. 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 within 30 days of date of receipt of intimation and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.

28. The Promoter shall at all times, have the first lien and charge, on the said Unit for all its dues and other sums payable by the Allottee(s) to the Promoter.

29. The 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 the Allottee(s) is NRI/Foreign National Buyer, the adherence to the provisions of the Foreign Exchange Management Act, 1999 and any other law related thereto as may be prevailing at the time shall be the responsibility of the Allottee(s).

31. The Allottee(s) shall not use the said Unit for any purpose other than residential except with prior written permission of the Promoter.

32. In case of joint allottees, all the correspondence shall be done only with the 'First Allottee' at the address for communication as it appears on the application form.

33. The Allottee(s) confirms that he/she has understood each and every clause of this Allotment Letter and its legal implication there on and has clearly understood his/her/their 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

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

(Arsha Infradevelopers Pvt. Ltd.
Authorised Signatory)

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

Warm regards,

for (Authorized Signatory)

ACCEPTANCE OF ALLOTMENT

I/We hereby accept the allotment of Unit bearing no..... on Floor in Block no., tentatively admeasuring /having tentative carpet area of sq.mtr. and exclusive balcony area of sq.mtr., Built up area of sq.mtr. ("Unit") Project named as "Arsha Sumangalam", which is developed by Arsha Infradevelopers Pvt. Ltd. situated at Vrindavan Yojana, Raebareli Road, Lucknow, subject to the terms and conditions of the Application/Registration Form no. dated and this Allotment Letter.

Thanks and regards

(Customer Name)

(Sole/First Allottee)

(Second Allottee)

(Third Allottee)

(Arsha Infradevelopers Pvt. Ltd.
Authorised Signatory)