

Ref.....

Date: -----

To,

ALLOTMENT LETTER

Dear Sir/Ma'am,

This is to inform you, the Applicant/Allottee, that on the basis of Application Form duly signed and submitted by you and a sum of (Rupees only) paid by you for the purchase of a Unit in our Project- "EKANA ONTARIO", sector 7, Gomti Nagar Extension, Shaheed Path, Lucknow, on Plan basis, you have been allotted Flat/Unit No..... having super area of about sq.ft. on floor.

You are required to make the entire payment of the above Unit as per the payment plan opted by you at the time of booking.

Timely payment is one of the most important terms of the allotment and in case there is any delay in making payments, the allotment made through this allotment-letter shall stand cancelled.

The allotment of the aforesaid Unit is subject to following terms and conditions:

Terms and Conditions of Allotment of Unit in Project: "Ekana Ontario" :

The Applicant(s) has applied for allotment of a Unit in EKANA ONTARIO, Sector 7, Gomti Nagar Extension, Shaheed Path, Lucknow, a Project being promoted and developed by M/s Ekana Sportz City Pvt. Ltd. (hereinafter referred to as the "company")

and he/she/they have/has agreed to abide by the terms and conditions laid down herein below:

1. The Allotment of the Unit is entirely at the discretion of the **company**.
2. The Applicant(s) has/have fully satisfied himself/herself/themselves about **title of the land** on which the project is being developed and constructed and the interest and arrangement of the company in the said land and has understood limitations and obligations in respect thereof.
3. I/We agree that upon completion of the unit if there emerges **any variation in its area** from what was shown at the time of booking/allotment, then in such case the payment for the excess/shortfall area shall be paid/refunded, as the case may be, proportionately at the same rate as agreed herein. However, should such variation in area be unacceptable to me/us then my/our registration shall be treated as cancelled and I/We shall left with no right, lien or interest herein save and except to claim refund of the actual amount paid by me/us.
4. Timely payment of instalment and other dues pertaining to the unit is the essence of the terms of the booking/allotment. **Penal interest @ 18% P.A shall be payable** by the applicant(s) **in case of failure to pay the instalments and other dues by due date**. However, if payment is not received within **45 days** from the due date of unpaid instalment/ part payment or in the event of breach of any of the terms and conditions of this allotment by the applicant(s), the allotment will be cancelled at the discretion of the company and the applicant(s) amount of earnest money/booking amount paid to the company will be forfeited. The balance amount shall be refundable to the applicant(s) without any interest only after giving necessary required documents demanded by the company. However if the allottee wishes to cancel his/her allotment for whatsoever may be the reason, then the total amount paid by the applicant will be refunded after **deducting 25% of the Basic Selling Price (BSP) amount as penalty** {Agreed by the Applicant(s)}

5. Transfer of allotment of the said Unit by the applicants shall be permissible at the sole discretion of the company on payment of such administrative charges as may be fixed by the company clearing all the dues till the date of transfer.
6. All statutory charges including external development charges and other levies demanded or imposed by the **authorities** shall be payable proportionately by the applicant from the date of booking as per demand raised by the company.
7. The applicants of the unit shall pay necessary charges including security deposit for the maintaining and up-keeping the **Residential apartment** and providing the various services as determined by the company or its **nominated maintenance agency** and as and when demanded by the company/its nominee.
8. The company shall have the first lien and charges on the said unit for all its dues and sum payable by the applicant(s) to **the company**.
9. **Loan from financial institutions** to finance the said unit may be available by the applicant(s). However, the company shall **not be held** responsible in any manner if a particular institution/ bank refuses to finance allotted unit on any ground.
10. In case the company is forced to abandon the project for any reason whatsoever, the company shall inform the applicant about the same and the **company's liability** in such eventuality shall be limited to the refund of the amount paid by the applicant(s) without any interest or compensation within 1 (one) year from the date of communicating such happening.
11. The applicant(s) shall, before taking possession of the unit, have the **Sale Deed** for the said Unit executed in his/her favour **after paying registration fees, stamp duty and other charges**.
12. The applicant(s) shall use/cause to be used the said unit for commercial purpose only, and will not use, cause to be used for any other purpose.
13. It is understood clearly that the **Preferential Location Charges and other charges** shall be in addition to the basic sale price and the other terms of allotment shall be as per the standard terms of allotment letter/agreement of the company.

14. The applicant(s) 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 about all the subsequent changes in the address, failing which, all demand notice and letters posted at the first registered address will deemed to have been received by him/her.
15. In case there are joint applicant(s), all communications shall be sent by the company to the applicant **whose name appears first**, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other names applicant(s).
16. Courts in Lucknow shall have exclusive **jurisdiction** in case of any dispute.

This application form is being signed while applicant(s) are in full control of their mental faculties, fully understanding that it is a legal document and are signing it without any fault, fear or pressure from any person so as to have a record legally with their full consciousness which shall be binding upon them and their respective legal successors in interest.

Signature of First/Sole Applicant

Signature of Second Applicant (if any)

Date: _____

Place: _____

Thanking You.

For EKANA Sportz City Pvt Ltd

Authorised Signatory