

## **ALLOTMENT LETTER**

Ref.No.\_\_\_\_\_/

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

To,

**1.)If the Allottee(s)is an individual:**

Name(**PrimaryAllottee**): \_\_\_\_\_

\_\_\_\_\_Sonof/Daughterof/Wifeof:\_\_\_\_\_

\_\_\_\_\_Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ContactNo.:\_\_\_\_\_

PANno.: \_\_\_\_\_

\_\_\_\_\_AadharCard:\_\_\_\_\_

EmailID: \_\_\_\_\_

Name(**SecondAllottee**):\_\_\_\_\_

Sonof/Daughterof/Wifeof:\_\_\_\_\_

\_\_\_\_\_Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ContactNo.: \_\_\_\_\_

\_\_\_\_\_PAN no.:\_\_\_\_\_

AadharCard:

\_\_\_\_\_EmailID:\_\_\_\_\_

\_\_\_\_\_

*Photograph of  
primaryallottee*

*Photograph of  
secondallottee*

*(CopyofPANandAadharcardsrequiredfortheaboveAllottees)*

**2.)If the Allottee is a Partnership Firm;**

M/s \_\_\_\_\_ a partnership firm duly

Registered under the Indian Partnership Act,1932, through its part Mr./Ms \_\_\_\_\_  
\_\_\_\_\_ authorised vide resolution dated \_\_\_\_\_ (copy of  
resolution signed by all partners required). Registration No.: \_\_\_\_\_ PAN:  
\_\_\_\_\_. (Copy of PAN card required.)

**3.)If the Allottee is a company:**

M/s \_\_\_\_\_ a company

With in the meaning and provisions of the Companies Act, 2013, having its corporate  
identification No. \_\_\_\_\_ and having its Registered office at \_\_\_\_\_  
\_\_\_\_\_ through its duly authorized signatory Mr. / Ms.  
\_\_\_\_\_ authorize vide Board Resolution dated  
\_\_\_\_\_ (copy of Board Resolution along with certified copy of Memorandum and  
Articles of Association and copy of PAN card required).

**4.)If the Allottee is an HUF:**

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of  
\_\_\_\_\_ Aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint  
Mitakshara Family known as HUF, having its place of business/residence at  
\_\_\_\_\_, PAN No. of HUF \_\_\_\_\_. (Copy of  
Aadhar Card & PAN card required)

Dear Sir/Madam,

This has reference to your Application dated: \_\_\_\_\_. Please accept our  
heartiest thanks for showing your interest in purchasing Apartment / Flat in our  
Project "**VAISHALI RESIDENCY**" by **VASHUNDHARA BUILDERS AND DEVELOPERS  
& A TO Z BUILDERS AND DEVELOPERS** (Here in after referred to as PARTNER)  
bearing RERA Registration no: \_\_\_\_\_, situated at **Plot no.194, 196, 197,  
2170,2171,2177, AGARSAIN MARG, VILLAGE SAHAWALI AND SUJRU,  
MUZAFFARNAGAR**, duly approved by the "**Muzaffarnagar Development Authority**" vide  
**approval letter bearing no. MZDA/BP/20-21/0503 dated 19/10/2022.**

We feel immense pleasure to inform you that we have accepted your application  
for allotment of an Apartment / Flat as per details below for a Total Consideration of  
\_\_\_\_\_ (Sale Price),

UnitNo.	
UnitType(Residential Flat)	
Tower/WingNo.	
FloorNo.	
Tower/BuildingName	
Carpetarea	_____Sq.Mtrs. OR_____sq.ft.
Equivalentssuperarea	_____Sq.Mtrs. OR_____sq.ft.
Exclusive Verandah/Balcony/Terracearea(IfApplicable)	_____Sq.Mtrs. OR_____sq.ft.
CountofOpen/CoveredCarParking(s) reserved (Ifopted)	
Count of Open/ Covered 2-wheelerParking(s)reserved(Ifopted)	
ElectricalConnection	_____KVA
PowerBackupbyDG	_____KVA
Total cost of the unit including GST asApplicable,IFMScharges,Powerback upto_____KVA&othercharges ifany.	

- (i) Total Price mentioned above is inclusive of GST but additional external development charges, cost of Electricity meter, IFMS, Sinking Fund, IGL/ PNG connection, additional generator connected load and additional electricity connection load shall be charged extra at the time of giving possession. If there is any change in the GST rates then the difference shall be borne by,or credited to as applicable, by the Allottee.
- (ii) Detailed breakup of the sale price given above is provided in **Annexure-3.**

We here by acknowledge receipt of Rs.\_\_\_\_\_Paid by you at the time of application (as advance payment) of above Unit on..... (date) vide.....(payment instrument) which is being adjusted in the

**BookingAmount.**

All due payments have to be made as per Payment Plan as per enclosed **Annexure-1** to this allotment letter. You have opted\_\_\_\_\_payment plan which includes booking amount of 10% of total cost of Unit, which will include taxes and othercosts.

This allotment offer is valid subject to payment of balance booking amount of Rs. \_\_\_\_\_Within **30days** after the date of issue of this Allotment Letter and realization of the same in our bank accounts failing which the company has full discretion to cancel your booking and refund your booking amount after adjusting the costs and administrative expenses as described further in this document.

**TERMSANDCONDITIONS:**

- 1.) The Allottee(s) is/are aware that having acquired the Vacant Possession of the Land situated **Plotno.194, 196, 197, 2170,2171,2177, AGARSAIN MARG, VILLAGE SAHAWALI AND SUJRU, MUZAFFARNAGAR**, the company is constructing Units of various sizes and dimensions collectively named **"VAISHALI RESIDENCY"** as the Group Housing Complex on the Land and is entitled to allot the Units proposed to be developed and constructed to the intending Allottee(s).
- 2.) The Allottee(s) is aware of that the sanctioned plans, specifications, time schedule for completion of project and other relevant documents/ information has been provided by the Promoter and displayed in UP RERA website up-rera.in. And that the Allottee(s) has studied this documents/information and is fully satisfied.
- 3.) The said Unit has attached balcony/ies, aggregate lyad measuring \_\_\_\_\_ square meters of balcony(s). The Promoter has agreed to permit the Allottee(s),to use the said balcony/ies attached/adjacent to the said Unit, if provided, without any additional consideration.
- 4.) You shall be permitted exclusive right to use\_\_\_\_\_vehicle parking space in the building, as opted by you. It is clarified that location of the vehicle parking shall be identified by us at our sole and absolute discretion at the time of offering the possession of the said Unit.

- 5.) The Allottee(s) has/have fully satisfied himself/herself/themselves in all respect with regard to, all the details of the Unit and all common area/facilities/utilities. The Allottee(s) has/have satisfied himself/herself/ themselves about the right, title and capacity of the company to deal with the Unit/Project and has understood all the limitations and obligations thereof.
- 6.) You shall make timely payment of the sale price as per the **PAYMENT PLAN** opted by you and is here by attached as **Annexure 1**, time being of the essence. Any revision in any kind of tax levied by the GoI or Go UP shall be payable by you in addition to the above cost. In case of non-compliance with this clause, the Promoter at its sole discretion may cancel this allotment in accordance with the process of cancellation as provided under Clause 16 of this Allotment Letter.
- 7.) You are aware that TDS shall also be payable in addition to above cost in case the above cost of the property being purchased by you is above Rs. 50 lakh in accordance with the applicable rates as per the Income Tax Act, 1961. You shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt and other relevant documents to us as per the Act and rules made there under, as applicable to this transaction. Any delay in making the payment to us and/or taxes as aforesaid shall make you liable to pay the interest to us and/or any penalty levied by the concerned authority/ies in respect thereof.
- 8.) This Allotment Letter shall be accompanied by OR within 30 days of the date of this Allotment Letter by payment for the amount equivalent to balance Booking Amount. Non-compliance with this clause shall be deemed to be cancellation of this Allotment Letter at the discretion of Promoter, without need for any further notice by the Promoter.
- 9.) All payments in respect of the Unit booked shall be made through Demand Draft/Cheques/NEFT/RTGS in favour of **M/s VASHUNDHARA BUILDERS AND DEVELOPERS, Punjab National Bank, Account No 6848002100003244 IFSC: PUNB0684800 Payable at Muzaffarnagar** (give account details for electronic transfer). No payment should be made in cash and if any claim of cash payment is made by the Allottee then such claim shall be summarily rejected by the Promoter.
- 10.) The carpet area as given above is as per approved drawings. However, we shall reconfirm the final Carpet area that has been allotted to you after the

Construction of the building is complete, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by us. If there is any reduction in the carpet area within the defined limit then we shall refund the excess money paid by you. If there is any increase in the carpet area allotted to you, you shall pay additional amount to us at the same rate per square meter and prior to taking possession of the unit.

- 11.) That the final finishing of the Unit shall be done after deposit ionofentire amount and obtaining no dues certificate from the Promoter.
- 12.) This Letter is non-transferable or assignable without prior written consent of the promoter. The Allottee(s) shall not sell, transfer, let out and / or deal with the Unit in any manner what so ever without obtaining prior written permission of the Promoter till full amounts in relation to the unit have been received by the Promoter and Allottee has taken possession of it.
- 13.) Issuance of this Non-transferable Allotment letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, Firstly ,the Allottee signs and delivers the 'Agreement for Sale' with all the schedules (**Format available as information as described in Annexure 2**) and after realization of the **BOOKING AMOUNT** and balance payment due as per this Allotment Letter within 30(thirty) days from the date of this Allotment letter; and appears for registration of the Agreement for Salebefore the concerned Sub-Registrar as and when intimated by the Promoter. ThisAllotment Letter is not meant or to be treated or deemed as Agreement for Sale as contemplated under provision so flaw.
- 14.) That it shall be the responsibility of the Allottee(s) to inform the Promoter in writing if there are any subsequent changes in their Address or other relevant contact details otherwise the address/contact details given by the Allottee(s) shall be used for all correspondence and such correspondence shall be deemed to have been received by the Allottee(s). Any communication made to the Primary Allottee shall be deemed to be made to both or all Allottees.
- 15.) If the Allottee(s) fails to execute and deliver to the Promoter the Agreement for Sale within 30 (thirty) days from the date of this Allotment Letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid period 30(thirty) days AND/OR pay the full booking amount, then the Promoter shall serve a notice to the Allottee (s) by e-mail/by hand/by post/by courier on the address given by the Primary

Allottee for rectifying the default which if not rectified within 15 (fifteen) days from the date of its receipt by the Primary Allottee, this Allotment can be treated as cancelled at the discretion of Promoter and balance amount shall be returned after forfeiting the booking amount which will be 10% of the unit cost in addition to recovery of broker's charges if the booking has been got done by the Applicant(s) through a broker or agent. No interest or any type of compensation what so ever shall be payable by the Promoter in such cases.

- 16.) If the Allottee(s) want to cancel this Allotment Letter and gives the same in writing OR this Allotment is otherwise deemed to have been cancelled under clause 6 of this agreement, then balance amount shall be returned after forfeiting the booking amount which will be 10% of the unit cost in addition to recovery of broker's charges if the booking has been got done by the Applicant(s) through a broker or agent. No interest or any type of compensation what so ever shall be payable by the Promoter in such cases.
- 17.) The Allottee(s) hereby confirm, agree and acknowledge that, if booking of the said Unit is done through any **Real Estate Agent or Broker**, then in that event promoter shall not be held liable or responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. Allottee(s) further agree and confirm that Promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with Allottee(s).
- 18.) The images, audio-visuals, show flats/unit in the marketing documents/presentations/prospectus/website by the Promoter may show additional features, external views, internal views, elevations, façade, color schemes, additional fixtures, loose furniture etc. to provide you the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Allottee(s) and the committed layout and specifications shall only be as detailed separately in the Agreement for Sale and its annexures.
- 19.) Allottee may at his/her/their discretion and cost may avail housing loan from Bank/financial institution. The Promoter shall under no circumstances be held responsible for non-sanctioning of loan to the Allottee for any reason what so ever. The payment of instalments/any other dues to company shall not be linked to the loan availed/to be availed by the Allottee.

- 20.) That in the case where the project is progressed ahead of schedule or completed before time or occupancy is handed over to the Allottee(s) before scheduled date then purchasers too will mandatorily pay their dues ahead of original schedule in accordance with the existing stipulations/actual stage wise completion of construction and no penalty/ interest/ costs can be imposed on the promoter for such pre-ponement of construction.
- 21.) **In case of Residential Apartment/Flat:** The Allottee(s) shall not use the Premises for any purpose other than residence and shall not use the unit for guest house or any commercial activities or any other activity not allowed under residential use by the competent authority.
- 22.) **In case of Commercial Unit/Space:** The Allottee(s) shall use the Unit only and exclusively for the permitted commercial purpose which may include any shop or service of daily need viz. bakery ,gift shop, stationary shop ,saloon, book shop, beauty parlour, boutique, grocery, electronics store, medical store, office of professionals like Advocates, CA, architect or any similar services but for no other purpose including without limitation to residential use/industrial use of any kind and/or for opening a liquor shop, meat shop, garbage shop etc. (Update the Permitted Usage as per requirement)
- 23.) The Allottee(s) shall also not use the Car Parking (s) reserved to him/her/they for any purpose other than for parking cars or two-wheelers.
- 24.) A Regular and detailed Agreement for Sale under the applicable law will be executed in due course of time. The provisions of the Agreement to be executed shall have precedence over this Allotment Letter this Allotment Letter shall stand superseded on execution of such Agreement. That the terms and condition mentioned in the Agreement for Sale are provided here in as informed in **Annexure 2** are obligatory and shall have a binding effect on Allottee(s).
- 25.) Stamp duty and registration costs in respect to the captioned Apartment/Flat, for Agreement for Sale and for Conveyance Deed will be paid by the Allottee(s) only.

For

Authorised Signatory



I/We hereby declare that I/We have gone through and understood the terms and condition mentioned above and have seen and satisfied myself/ ourselves with all the information mentioned here in including in the Annexures, agree to the same and shall abide by the same.

*(Signature of Primary Allottee)*

*(Signature of second Allottee)*

**“Annexure1”**

**PAYMENTPLAN**

**“Annexure2”**

**Please see the format for agreement for sale at our website at the following link:.....**

**Additionally, you can see a hard copy of this format at our following offices:**

**“Annexure 3”**

**SALE PRICEBREAKUP**