

ALLOTMENT LETTER

ALLOTMENT LETTER of an Plot in Dream City Phase -2 at Village Sithauli kala tahseel mohanlalganj Dist. Lucknow

M/s Royal ocean india infratech Lvt. Ltd.

Dear Sir/Madam,

- a) It is requested that I/We, applicant(s) may be allotted a flat in the proposed project and an exclusive right to use parking space(s) (hereinafter defined) in the said complex as per the company's payment plan.
- b) I/We, applicant(s), encloses here with a sum of Rs. _____ (Rupees _____ only) by bank draft/ cheque No. _____ dated _____/ drawn on _____ in favour of "Royal ocean india infratech Lvt. Ltd. .", payable at Lucknow, as booking amount.
- c) I/We, applicant(s), acknowledge that the company has provided all the information and clarifications as sought by me/us. I/we am/are satisfied with the same. I/We am/are also relied on my/our own judgment and conducting enquiry before deciding to apply for purchase of the said apartment. I/We am/are not relied upon nor is influenced by any architect's plans, advertisement, representations, warranties, statements of estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical conditions of the said complex/said apartment. This application is complete and self-contained in all respects, no oral or any written representation or statements shall be considered constituting part of this application.
- d) I/We applicant(s) agrees that if the company allots the said apartment (hereinafter defined) then I/We agrees to pay the total price (hereinafter defined) and all other amounts, charges and dues as per the payment plan opted by me/us as and when demanded by the company or in accordance with the terms of this application/agreement (hereinafter defined) that shall be executed by the company in accordance with Company's standard document. I/We, applicant(s), have read and understood the terms and conditions of this application, stated herein after and is agreed with the same.

The particulars of the Applicant(s) are given below for Company's reference and record:

1.(i) **Applicant Mr./Mrs./Ms.** _____

S/W/D _____

Nationality _____ DOB _____ Profession _____

Resident Status: _____ E-Mail ID _____

Aadhar Card No. _____ PAN No. _____

Correspondence Address _____

Permanent Address _____

Tel No. _____ Mobile No. _____

Office Name & Address _____



Applicant

Co-Applicant

Third Applicant

Tel No _____

(ii) **CO-APPLICANT Mr./Mrs./Ms.** _____



S/W/D _____

Nationality _____ DOB _____ Profession _____

Resident Status: _____ E-Mail ID _____

Aadhar Card No. _____ PAN No. _____

Correspondence Address _____

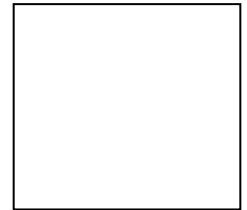
Permanent Address _____

Tel No. _____ Mobile No. _____

Office Name & Address _____

_____ Tel No _____

(iii) **Third Applicant Mr./Mrs./Ms.** _____



S/W/D _____

Nationality _____ DOB _____ Profession _____

Resident Status: _____ E-Mail ID _____

Aadhar Card No. _____ PAN No. _____

Correspondence Address _____

Permanent Address _____

Tel No. _____ Mobile No. _____

Office Name & Address _____

_____ Tel No _____

OR

M/s _____

a partnership company duly registered under the India Partnership Act 1932, through its partner authorized by resolution dated _____ Shri/Smt. _____ (copy of the resolution signed by all partners required).

PAN/TIN: _____ Registration No. _____

OR

Applicant

Co-Applicant

Third Applicant

M/s _____ a company registered under The Companies Act, 1956 having its corporate identification no. _____ and having its registered office at _____ through its duly authorized signatory Shri/Smt. _____ authorized by Board Resolution (copy of board resolution along with a certified copy of Memorandum & Articles of Associations required) PAN _____ (Delete whichever is not applicable)

2. DETAIL OF APARTMENTS

Apartment No.: _____ Floor: _____ Type: _____ Block: _____
 _____ carpet area: _____ sq. Ft. i.e. _____ Sq. Mtr. approx total super area _____ sq. ft. i.e. _____ sq. mtr.

3. DETAIL OF PRICING

Basic Sale Price: _____/- (Total : _____)
 In Words (Total: _____)

Included Items:

- A) Car Parking:**
 - (1) Covered Car Parking @ Rs. _____
 - (2) Open Car Parking @ Rs. _____
 - B) Power Backup @ Rs. _____**
 - Power Backup @ Rs./- per KVA:**
 - C) Fire Fighting : _____**
 - E) EDC : _____**
 - F) EEC : _____**
 - G) Lifetime membership charges of CLUB: : _____**
 - H) Interest Free Maintenance Security: Rs. _____ per sq. mtr i.e. Rs. sq. ft. X _____ = Rs. _____**
 - I) Dual Meter Charge: : Rs. _____**
 - J) Maintenance Charge : Rs. _____ (as per prevailing rate of maintenance at the time of offer of possession)**
- a) Basic Cost @ _____
 b) Other charges @ _____ (GST, Service Tax, VAT, Metro Cess & labour Cess and other charges levied or leviable by competent authority will be chargeable)
 c) Booking will be confirmed after payment of 10% of total sale consideration i.e. earnest money.

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PAYMENT PLANS DETAILS:

Down Payment Plan

1	At the time of Booking	10%
2	Within 30 days of Booking	40%
3	Within 60 days of Booking	45%
4	On Intimation of Possession	5%

Construction Linked Payment Plan

1	At the time of Booking	10%
2	On Start of Foundation Work	10%
3	On Start of Basement Roof Slab	7.5%
4	On Start of Ground Floor Roof Slab	7.5%
5	On Start of 1st Floor Roof Slab	7.5%
6	On Start of 2nd Floor Roof Slab	7.5%
7	On Start of 3rd Floor Roof Slab	7.5%
8	On Start of 4th Floor Roof Slab	7.5%
9	On Start of 5th Floor Roof Slab	7.5%
10	On Start of 6th Floor Roof Slab	7.5%
11	Upon Start of Brick Work	7.5%
15	Upon Start of Tiles Work	7.5%
16	On Intimation of Possession	5%

DECLARATION

I/We applicant(s) do, hereby, declare that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. I/We, further, authorize the company to forfeit the earnest money i.e. 10% of basic sale consideration in case of non-compliance of agreed terms & conditions on account of pre- estimate loss of company.

Yours faithfully

Date _____

Signature of First Applicant

Place _____

Signature of Second Applicant

Terms and Condition

1. Nature of Booking

a) This is a booking form for proposed flat at - " _____ "

b) The provisional booking do not convey in favour of purchaser any right, title or interest of whatsoever nature unless and until required documents such as Agreement to Sell is executed.

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2. Mode of Payment

All payments from outstation locations are to be paid through Demand Drafts only. Demand Drafts/local cheques are to be made payable to ROYAL OCEAN INDIA INFRATECH PVT. LTD.. The purchaser must insist on a duly signed receipt from authorized personnel. That if intending allottee make any payment to any other person/company except ROYAL OCEAN INDIA INFRATECH PVT. LTD... against his/her/their booked flat then the intending allottee will be solely responsible and liable for the said wrong payment.

- a) That the schedule of installments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment.
- b) That part payment of Rs. 100,000/- regarding booking will be accepted subject to payment of 10% of basic sale price within 15 days otherwise the amount will be forfeited on account of pre-estimated loss of company.

3. Delayed Payments

- a) Interest on delayed payment will be at the rate of MCLR + 1% per annum.
- b) That if I/We fail to pay the installment on prescribed time limit, Builder has full right to cancel the flat. In that case builder may return the deposited amount after statutory deduction i.e. 10% of the total sales consideration. I/we shall not create any objection / dispute in any manner whatsoever.

4. Cancellation Charges

- a) In case of cancellation either or booking or agreement, the statutory deduction will be **10%** of the basic sale consideration.
- b) Refund shall be made to the purchaser within 45-90 Days from the receipt of refund application & amp, I- Bond with valid reason for cancellation, after adjusting the statutory deduction of 10% of basic sale consideration which is pre-estimated loss of company due to non-compliance of agreed terms & amp; conditions. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the applicant(s), as booking amount, within 45-90 (forty-five - Ninety) days of such cancellation/ withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment/re-booking of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier.

5. Possession

- a) The possession of flat will be handed over after 36 months + 6 months' grace period from the date of execution of agreement.
- b) In case of delay in handing over possession of the said Flat attributable of delay of Developer, the Developer would pay a sum equivalent to **PMI interest** per sq. mtr., provided however that the intending Allottee has made payment of all installments towards the sale consideration amount of the said Flat in time and without making any delay to the Developer or as per RERA Act provision.
- c) That in case the intending Allottee(s) fails to take possession of Apartment within given "Fit-out-period", Rs. ___/- per sqm. will be charged for the delay per month till physical possession" and maintenance charges will be applicable from the date of offer of possession.
- d) The company shall handover the possession of the completed Flat to the purchaser only on payment of all dues to the company and in case allottee did not turn up to take possession in spite of offer of possession interest payable by allottee shall be of the MCLR + 1% per annum (approx-10%).
- e) Since the project is having different types of units, the constructions will be completed in phases. All the major common facilities will be provided as per the completion of phase. As such the intending Allottee(s) must take

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uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other apartments in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.

10. That the Apartment shall be used for activities as are permissible under the Law.
11. That in case of NRI/Foreign National intending Allottee(s) the observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be responsibility of the intending Allottee(s).
12. That in case, the intending allottee makes any payment to any other person/company, except ROYAL OCEAN INDIA INFRATECH PVT. LTD.. against his/her/their booked flat, then the intending allottee will be solely responsible and liable for the said payment.
13. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration of a person to be appointed by the „BUILDER“, the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of LUCKNOW, (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force.
14. **Jurisdiction:** The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.

Signature of Applicant

Signature of Co-Applicant

Applicant

Co-Applicant

Third Applicant