

**(on Promoter's letterhead)**

**ALLOTMENT LETTER**

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

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

To

[•]

*[Name and Address of the Allottee(s)] ("Allottee(s)")*

**Subject: Allotment of Unit/Apartment No. [•], in Tower No. [•] in the Project known as "Mulberry at the Prestige City Indirapuram", situated in Indirapuram Extension, NH-24, Ghaziabad-201014, Uttar Pradesh.**

Dear Sir/Madam,

In furtherance to your application dated [•] bearing Application No. [•] ("Application"), we are pleased to inform you that you have been allotted the residential apartment/unit bearing No. [•], having carpet area of [•] square meters, equivalent to [•] square feet, and having super-built area of [•] square meters, equivalent to [•] square feet, type [•], on [•] floor in tower no. [•] along with [•] reserved car parking space in *[please insert the location of the garage/covered parking]* ("Car Parking Spaces") (hereinafter referred to as "Unit" or "Apartment") within the residential group housing project named "Mulberry at The Prestige City Indirapuram" registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as applicable in the state of Uttar Pradesh ("Act") bearing RERA Registration No: UPRERAPRJ..... ("Project"), situated at 'The Prestige City Indirapuram', Indirapuram Extension, N.H.-24-Ghaziabad - 201014, Uttar Pradesh, details of which are more fully described hereinbelow.

We feel immense pleasure to inform you that we have accepted your Application for allotment of the Apartment as per details below for a total price of INR [•] (Indian Rupees [•] only) ("Total Price"), as set in the Application.

Unit No.	
Unit Type	Residential
Wing No.	
Floor No.	

Tower No.	
Carpet Area Super Built up Area	_____ Sq. Mtrs. OR _____ sq. ft. _____ Sq. Mtrs. OR _____ sq. ft.
Count of Car Parking Spaces reserved (If opted)	

**NOTES:**

- (i) Total Price mentioned above is exclusive of the Goods and Services Tax (GST).
- (ii) The additional charges not included in the Total Price which are payable by the Applicant are external development charges, internal development charges, city development charges, generator charges, electricity water and sewerage connection charges, interest free maintenance security deposit, sinking fund, gas connection charges, prepaid meter charges, FTTH (fibre to the home), club membership fees, charges attributable to maintenance of community facility(ies), user fee and utility services charges, common area maintenance charges for a period of 1 year, and other utility services etc., shall be charged extra at the time of offer for possession. The Applicant shall also be liable to pay any fresh government/competent authorities charges/dues/taxes/levy etc. as imposed or any increase in rate/incidence thereof, after the date of the Application.
- (iii) The electric connection is provided as per the applicable government norms.
- (iv) It is noted and agreed that additional power back up and additional electricity load is subject to availability and upon payment of such amount as shall be determined by Promoter. The electric supply and power backup supply shall be provided as per general practice of diversification factor norms on total installed load.
- (v) Detailed breakup of the Total Price given above is provided in **Annexure-2**.

We hereby acknowledge receipt of Rs. \_\_\_\_\_ paid by you at the time of Application (as advance payment / application money) of above Unit on..... (date) vide..... (payment instrument) which is being adjusted in the **Booking Amount** ("Booking Amount" is 10% of the Total Price).

All due payments have to be made as per Payment Plan as per enclosed **Annexure-1** to this allotment letter, time being the essence of this transaction. Please note that you will be fully and solely responsible for any default in payment as set out in the Payment Plan and the consequences that might arise therefrom.

Within 60 (sixty) days from the date of issuance of this allotment letter, two sets of the 'Agreement for Sale' outlining the detailed terms and conditions for the allotment of the Unit currently under construction shall be issued by us. In accordance with the Act, the 'Agreement for Sale' must be registered with the relevant authority. You are required to provide all necessary documents and bear the applicable registration charges, stamp duty, and any other

statutory fees. We will inform you of the date and venue for the execution and registration of the ‘Agreement for Sale’, and your presence to sign the ‘Agreement for Sale’ on the scheduled date is mandatory. Failure to complete the registration process without a valid reason may lead to the cancellation of the allotment, with the refund or forfeiture of payments as per the terms of the Application.

Please note that this allotment letter is subject to the terms and conditions as set out in the Application and the other terms and conditions set out at **Annexure-3**, forming part hereof, as well as those contained in the ‘Agreement for Sale’ to be executed in favour of you in relation to the Apartment.

Please further note that the ‘Agreement for Sale’ contains detailed terms and conditions of the allotment of the Apartment in your favour. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the ‘Agreement for Sale’ shall prevail.

We will be pleased to assist you on any matter relating to this communication.

Thanking you and assuring you of the best of our services at all times.

Yours sincerely,

**For Prestige Projects Private Limited**

Authorised Signatory

## **“Annexure-1”**

## **PAYMENT PLAN**

**“Annexure-2”**  
**TOTAL PRICE BREAKUP**

**“Annexure-3”**

**(Other Terms and Conditions)**

1. The Allottee has applied for allotment/purchase of the Apartment in the Project with full knowledge about the Project and the larger development known as ‘The Prestige City Indirapuram’ or TPCI (as defined in the ‘Unit Buyer Agreement’ / ‘Agreement for Sale’) subject to all the laws, rules, regulations, notifications and government policies as applicable to the said Project and/or TPCI in particular and in the area in general which have been explained by the Promoter and understood by the Allottee.
2. The Allottee has fully satisfied himself about the title, interest and rights of the Promoter in the Project and the descriptions and specifications of the Project and has understood all the limitations and obligations in respect thereof, and there will be no more investigation or objection by the Allottee in this respect.
3. All payments towards the Total Price of the Apartment will be made through the ‘Bank Account’ of the Allottee only and/or from his known source of income/home loan and if the payment is made otherwise, the same shall be at the risks and consequences of the Allottee.
4. The Allottee agrees that the Promoter shall have absolute and unfettered right to change the Apartment Number/Phase/Category before the execution of the ‘Agreement for Sale’. The Promoter, in its sole discretion, may also entertain the request of the Allottee for the change, subject to the availability of the flat/apartment/unit in the desired category.
5. The Allottee, who is Non Resident Indian/Person of Indian origin resident outside India/Foreign National/Foreign Company, agrees that all remittances, for the acquisition/transfer of the said Apartment be the sole responsibility of such Allottee and he/she shall comply with all the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rules and regulations of Reserve Bank of India or any other applicable laws and provide the Promoter with such permission, approvals, which would enable the Promoter to fulfill its obligations under the said allotment. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility on account of any default/violation/failure on the part of the Allottee.
6. The Allottee shall get his complete address registered with the Promoter and submit necessary ID/address proof and it shall be the Allottee’s sole responsibility to inform the Promoter in writing by Registered/Speed Post A.D. about all or any subsequent changes, if any, failing which all communications/notices etc. sent by the Promoter at the first address as mentioned by the Allottee in his Application or at the last known address as informed by the Allottee, as the case may be, shall be deemed to have been received by the Allottee. In case of joint Allottees, all communications/notices shall be sent by the Promoter to the Allottee whose name appears first in the Application submitted by the Allottees, and this shall for all purposes be deemed to have been received by all the Allottees, and no separate communication shall be necessary to the other joint-Allottee(s).

7. The Allottee agrees and acknowledges that the Total Price for the Apartment applied for by him and allotted herein is fair and acceptable to the Allottee. The Allottee further agrees and acknowledges that a similar flat/apartment/unit may be/have been sold/allotted by the Promoter at a different price/consideration and the Allottee shall not raise any objection or claim in this regard.
8. The Allottee has seen and accepted the layout plans, and agrees that the Promoter may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit or as may be done/directed by any competent authority in the interest of the Project and the Allottee hereby gives his consent to such variation/addition/deletion/alteration and modification to the layout plans.
9. The Allottee acknowledges and agrees that he/she will be solely responsible for meeting the expenses in respect of stamp duty and registration charges payable for the registration of the 'Agreement for Sale' and the subsequent sale / conveyance deed in relation to the Apartment hereby allotted and shall be solely responsible to get the 'Agreement for Sale' and the sale / conveyance deed duly stamped and registered with the jurisdictional 'Sub-Registrar of Assurances', in compliance with the Act and rules made thereunder.
10. In the event of breach of any term and condition mentioned in the Application, this allotment letter or the 'Agreement for Sale', the booking/allotment may be cancelled at the discretion of the Promoter in accordance with the terms hereof, Application and 'Agreement for Sale', and the Booking Amount paid to the Promoter by you shall stand forfeited and you shall be left with no right, title, interest, lien or claim of whatsoever nature on the said Apartment.
11. The Allottee has read and understood the terms and conditions specified under the 'Agreement for Sale' and undertakes to abide by the same.