

## LETTER OF ALLOTMENT

Date :

To

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir/Madam,

Sub : Allotment of a Shell Flat (Raw Flat) or flat in wing \_\_\_\_ the building known as "Deserve Elite" to be constructed in Group Housing Vrindavan Yojana No.III of U.P.Awas Vikas Parishad, situated at Sector 11, Plot bearing No.11/GH-7(C), Rai Bareilly Road, Lucknow (for short "Said Premises").

1. We are constructing, a building known as "Deserve Elite" having 7 (seven) wings namely "A", "B", "C", "D", "E", "F" and "G" consisting inter-alia of ground floor plus such upper floors (hereinafter referred to as the "Said Building") in Group Housing Vrindavan Yojana No.III of U.P.Awas Vikas Parishad on the property being situated at Sector 11, Plot bearing No.11/GH-7(C), Rai Bareilly Road, Lucknow.
2. The Real Estate Regulatory Authority of U.P hereinafter referred to as "the said RERA Authority" have issued a Registration Certificate bearing number \_\_\_\_\_ (hereinafter referred to as the said "Registration Certificate" ) to us regarding the said building.
3. After obtaining the Registration Certificate under the provisions of RERA Act, we have created our web page on the website of the RERA Authority and have uploaded all the details of the said project on the same.
4. We have informed you and you have also confirmed from our web page in the website of RERA Authority that:

- a) The layout and the building plans in respect of the said building is duly sanctioned and approved from Architect and Planning Unit of U.P.Awas and Vikas Parishad.
- b) For your benefit and convenience we are giving you option for purchase of Flats without standard amenities i.e. without flooring, internal wiring, internal painting, internal plumbing (hereinafter such Flats shall be referred to as the said "Shell Flat (Raw Flat)").
- c) We are constructing the said Building with the loan assistance of DHFL (Dewan Housing Finance Corporation Limited) to whom the entire project assets and receivables have been mortgaged/charged as and by way of exclusive charge save and except first charge of U.P. Awas Awam Vikas Parishad and hence the rights hereby created shall be subject to prior mortgage/charge of DHFL. The final transfer of the Flats/Units in favour of the purchaser/allottee shall be made only subject to payment of the entire sale consideration and other amounts for the concerned flat/unit to DHFL(Lender) through the Project Account No..... maintained with Axis Bank"\_\_\_\_\_ Branch.
- d) In view of the above for repayment of such finance and as contemplated in the finance documents we have obtained a letter from the DHFL giving/granting the permission/NOC to you subject to the terms contemplated therein.
5. Pursuant to negotiation and discussions and on the terms and conditions recorded in Application Form Dt.\_\_\_\_\_, at your request we hereby confirm that based on the approved Plans, we have agreed to allot to you, a Shell Flat (Raw Flat) or a flat bearing No.\_\_\_\_ , admeasuring \_\_\_\_ sq.ft. i.e. \_\_\_\_ sq.mtrs. Carpet area (calculated as per the definition of RERA Act) as per the approved plan, (for short "Said Flat"), on the \_\_\_\_\_ floor in \_\_\_\_\_ Wing of the Building known as "Deserve Elite", to be constructed by us on the above mentioned property along with the permission to use \_\_\_\_ parking of two wheelers/four wheelers in stilt/basement at the lump sum consideration of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) and Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) as applicable GST in all amounting to Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only). The consideration for time to time shall be paid by you to us as per the payment Schedule being being annexed hereto.

6. You shall also be required to pay to us other charges such as, electricity meter deposits, water meter deposits, advance toward maintenance charges, legal charges, membership fees etc. and other statutory levies including GST ., the cost of extra facilities including Club House charges and all other charges and taxes applicable thereon.
7. With full knowledge of the aforesaid facts and subject to what is stated herein, you have delivered to us Cash / cheque/Pay order/Demand Draft/R.T.G.S transfer subject to realization for Rs.\_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) bearing No.\_\_\_\_\_ dated.\_\_\_\_\_ drawn on \_\_\_\_\_ as booking amount and shall be treated as the Earnest Money ("EM") in respect of the Said Flat.
8. The payment of the installments as per the Annexure annexed hereto shall be made within \_\_\_\_ days of demand being made.
9. In the event of delay or failure on your part in making payment of the amount of the installment/s on being due, we shall either cancel this Letter of Allotment and after deducting the amount of GST, Legal charges and other expenses refund the balance amount to you or extend the time by \_\_\_\_ days from due date for which you shall pay interest at the rate prescribed in the U.P.RERA Rules which shall be paid within the extended period of 30 days and on such delay or default again, this letter of Allotment shall stand cancelled without any further intimation to you in which event after deducting the booking amount and statutory charges/Service Tax and other expenses the balance amount shall be refunded to you and thereafter we shall be at liberty to deal with said flat in any such manner as we may deem fit and proper.
10. The stamp duty registration and other charges payable for Sale in respect of the said Flat shall be borne and paid by you on being required to pay the same. The regular "Agreement for Sale" in respect of the said Flat shall be executed by and between you and ourselves in due course of time on the terms and conditions mentioned therein.
11. In the event if you require any extra amenities or facilities on being requested we at our option will provide the same on payment of cost and other charges / taxes as may be claimed/demanded by us which shall be paid before we proceed to provide the same to you.

12. The list of amenities and facilities to be provided in the said premises in the said Building/wing shall be annexed along with the Agreement to be executed in due course of time.
13. You shall not be entitled to transfer or assign the aforesaid allotment under said letter of Allotment to any third party without our consent signed by Director on such terms as we decide.
14. You shall not be entitled to cancel this allotment letter or the Agreement for sale on being executed.

Please confirm all of the above in the duplicate of this letter.

Yours faithfully,

For\_\_\_\_\_

\_\_\_\_\_

Authorised Signatory

I/We confirm the above

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\_\_\_\_\_

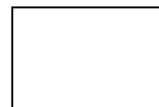
Name:

Phone:

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## ANNEXURE

### Payment Schedule