

**ARSHA INFRADEVELOPERSPVT. LTD.**

2/169, Vivek Khand, Gomti Nagar,  
Lucknow

ALLOTMENT LETTER

Dated.....

To

1. Mr/Ms/Mrs.....  
Son/Wife/Daughter of Shri.....  
Resident of.....  
.....

2. Mr/Ms/Mrs.....  
Son/Wife/Daughter of Shri.....  
Resident of.....  
.....

3. Mr/Ms/Mrs.....  
Son/Wife/Daughter of Shri.....  
Resident of.....  
.....

OR

M/s.....a Partnership Firm duly registered  
under the Indian Partnership Act,1932 at.....through its  
Partners.....

OR

M/s.....(P) Ltd, Ltd registered office at  
.....through its authorised Director  
.....

X.....  
(Sole/First Allottee)

X.....  
(Second Allottee)

X.....  
(Third Allottee)

X.....  
(Arsha Infradevelopers Pvt. Ltd.  
Authorised Signatory)

Sub: Letter of Allotment, of Flat in Project named "Madhav Residency" in the Affordable Group Housing, situated at Village Tera Khas, Satrikh Road, Lucknow.

Congratulations!!!

We are delighted to inform you, that you have been allotted a Unit/Flat bearing no..... on..... Floor, in Block no..., having tentative carpet area of..... sq. mtr. and exclusive balcony area of .....sq. mtr., built up area of..... sq.mtr ("Unit"), against your Registration/Application form no..... dated....., in our residential project named as Madhav Residency ("Project") which is being developed upon project land bearing Khasra no.114sa situated at Village Tera Khas, Satrikh Road, Lucknow, U.P. (" Project Land").

The allotment of the said unit/flat is subject to the terms and conditions of the Application Form and of this Allotment Letter as well as the terms and conditions of the Agreement for Sale, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in this Allotment Letter.

**TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A FLAT/UNIT IN THE RESIDENTIAL PROJECT NAMED "MADHAV RESIDENCY"**

- 1. The Project land is owned and possessed by Arsha Infradevelopers Pvt Ltd, on the basis of two sale deeds dated 28/05/16 (registered in Bahi No.1 Zild No.18472 pages 231/358 at serial no.8365 in the office of Sub-Registrar -II, Lucknow) and sale deed dated 23/03/2017 (registered in Bahi No.1 Zild No.19464 pages 125 to 204 at serial no.2762 in the office of Sub-Registrar-II, Lucknow, and further the said project is being

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

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developed by Arsha Infradevelopers Pvt Ltd, who is hereinafter referred to as the 'Promoter'.

2. The Project is a residential project to be known as "Madhav Residency", comprising of two blocks viz a viz. A & B and each block consists of Ground floor + 06 upper floor and common areas and facilities of the Project. In Block A, there are also shops on the Ground Floor. The Building plan has been approved by Lucknow Development Authority vide Permit No. 42654 dated 30/06/2017 and the Project has been registered with the Real Estate Regulatory Authority ("Authority") and the Project's Registration Certificate No. is UPRERAPRJ 14513. The details of the Promoter and the Project are also available on the website (www. Uprera.in) of the Authority as required under Real Estate (Regulation and Development) Act, 2016 ("Act").

3. As per the policy of the affordable group housing there is provision of two wheeler and four wheeler vehicles in the Project. And as such 1 BHK Flat/Unit holder will be entitled for one parking slot for two wheeler and 2 BHK Flat/Unit holders will be entitled for one parking slot for Four wheeler, respectively.

4. The basic sale consideration of the Unit is Rs..... (Rupees .....only).

5. The Basic Sale Consideration of Unit does not include, and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments"):

a) Interest free Maintenance Deposit ("IFMD"): Rs..... (Rupees..... only);

b) One month maintenance charges : Rs..... (Rupees..... only);

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(Second Allottee)

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(Third Allottee)

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- c) Electrical sub-station charges: Rs..... (Rupees..... only)  
 d) Membership fees of Residents' Association (One Time): Rs.....  
 (Rupees..... only);  
 e) Legal charges Rs. .... (Rs. ....)  
 f) GST @ .....% Rs. ....

6. The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit aggregates to Rs..... (Rupees..... only) (hereinafter referred to as "Total Payable amount").

7. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, GST, cess or any other similar taxes levied in connection with the construction of the Project upto the date of handing over of possession of the Unit, maintenance charges (upto 1 Month) cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the said Unit and the Building Project.

8. The Allottee(s) shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of the Agreement for Sale, Sale Deed, and Sub- Lease Deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). IFMD shall be transferred to the Residents' Association at the time of handing over of the Project to the Association.

9. The Allottee(s) shall pay the Total Payable Amount of Unit less booking amount of Rs..... (Rupees.....

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 (Second Allottee)

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 (Third Allottee)

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.....only) strictly in accordance with the Payment Plan annexed herewith as Annexure - I, through account payee cheque/ demand draft, banker's cheque or online payment (as applicable) in favour of 'Arsha Infradevelopers Pvt Ltd, payable at Lucknow. The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter.

10. The Total Payable Amount is escalation-free, save and except increases, which the Allottee(s) agrees to pay, due to increase on account of development charges like water supply connection charges including its deposit and infrastructure cost or electricity supply connection charges including its deposit and infrastructure cost etc. payable to the competent authority and/or any other increase in charges which may be levied or imposed or increased by the competent authority from time to time, till the date of completion of the Project.

11. The Promoter shall periodically intimate to the Allottee(s) about the installment/ amount payable and the Allottee(s) shall make payment within the time and in the manner specified therein.

12. The Promoter shall have the right to adjust/ appropriate the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Payable Amount.

13. The Allottee(s) shall make all payments due from his/her bank account(s). The Promoter shall not accept any payment/remittances made by third party on behalf of Allottee(s).

X.....  
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(Second Allottee)

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(Third Allottee)

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14. The Allottee(s) agrees to execute the Promoter's Standard Agreement for Sale, Sale Deed or any other agreement and/or document, as and when called upon to do so by the Promoter.

15. All taxes, levies or assessments, falling due from the date of handing over of possession of the said Unit by the Promoter to the Allottee(s) shall be borne by the Allottee (s).

16. Proportionate common electric charges and water charges from the date of offer of possession of Unit shall be borne and paid by the Allottee(s).

17. A detailed agreement for sale shall be executed and registered between the Allottee(s) and the Promoter in the Promoter's Standard agreement to sell format, as and when called upon to do so, by the Promoter, at the cost and expense of the Allottee(s).

18. The sale deed shall be executed and registered in respect of the Unit along with pro rata share in common area of the Project by the Promoter in favour of the Allottee(s) subject to full and final payment of all moneys payable including interest, and all other dues of the Promoter by the Allottee and also subject to compliances of all other terms and conditions of the Application Form and this Allotment Letter.

19. The timely payment of installments as per the Payment Plan shall be the essence of this allotment. In case the Allottee(s) fails to make payment of any installment within 15 days from date of demand by the Promoter, then in such an event the Allottee(s) shall be liable to pay Interest as per Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 ("Rules"). If the above default in payment extends for a period beyond 30 days after demand notice the,

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X.....  
(Second Allottee)

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(Third Allottee)

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Promoter shall be entitled to cancel the allotment of the Unit and forfeit 10% of Basic Sale Consideration of Unit ("Earnest Amount") and taxes, duties, cess, etc. paid to concerned department, brokerage paid by the Promoter in respect of Unit and refund balance amount without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

20. Subject to Force Majeure, the Promoter agrees to offer possession of the Unit in Building on or before 31/03/2022 [in the event of the failure of the Allottee(s) to take over the possession of Unit, the Promoter shall have the option to cancel allotment and forfeit Earnest Amount as well as brokerage paid by the Promoter, taxes, duties, cess, etc paid to concerned department and refund balance amount without any interest or the Promoter may without prejudice to its rights under this allotment letter, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Promoter the following amount:-

- i. The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
- ii. Maintenance charges from the date of offer of possession as per notice of possession.
- iii. Holding/ safeguarding charges @ Rs.5,000/- per month for the period of delay.

21. In case the Allottee(s) choose to cancel the booking of the Unit for any reason, and withdraws from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Amount, all the taxes, duties, cess, etc. deposited, by the Promoter to the concerned department/authority, brokerage paid by the Promoter in respect of Unit and all other penalties, interest liabilities, dues of any nature whatsoever, from the amounts paid by the Allottee(s) till the date of cancellation and the balance amount, if any, shall be

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(Second Allottee)

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(Third Allottee)

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returned by the Promoter to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

22. Further, on cancellation of allotment of Unit by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the allotted Unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Unit and the Promoter shall be entitled to transfer the Unit to any other person(s) at its own discretion.

23. In case the Allottee(s) wants to avail of a loan facility from his employer or any Bank or any Financial Institution to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following: -

- The terms of the Employer/ Bank/ Financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.
- The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Allottee(s).
- In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter as per Payment Plan shall be ensured by the Allottee(s).

24. In the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, which shall be assessed by the Promoter (and such assessment shall be final and binding on the Allottee(s), then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest within forty-five (45) days from that day. The Promoter shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination. Allottee(s)

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

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agrees that he/she shall not have any rights, claims, etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement to Sale to be executed.

The Promoter shall not make any additions and alterations in the sanctioned plans in respect of the said Unit or the Project without the previous written consent of the 2/3rd Allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

25. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of Act.

26. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the partial completion certificate is granted by the competent authority. The Total Payable Amount payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest. If there is any increase in the Carpet Area which is not more than three percent of the Carpet Area of the Unit, the Promoter may demand the additional consideration, charges, taxes. etc. from the Allottee(s). All these monetary

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(Second Allottee)

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(Third Allottee)

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adjustments shall be made in the Total Payable Amount in proportion to increase/decrease in area of the Unit.

27. The Allottee(s) understands and agrees that he/she shall become the members of the Residents' Association by paying membership fees. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Residents' Association. Until the formation of the Residents' Association, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project.

28. The Allottee(s) shall be liable to pay from the date of offer of possession, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, so long as the Unit of the Allottee(s) is not separately assessed.. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter, failing which the Promoter shall be entitled to charge interest for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

29. The Promoter shall at all times have the first lien and charge on the Said Unit for all its dues and other sums payable by the Allottee(s) to the Promoter.

30. The Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws.

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

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(Arsha Infradevelopers Pvt. Ltd.  
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31. In case the Allottee(s) is NRI/Foreign National Buyer, the adherence to the provisions of the Foreign Exchange Management Act, 1999 and any other law related thereto as may be prevailing at the time shall be the responsibility of the Allottee(s)

32. The Allottee(s) shall not use the said Unit for any purpose other than residential except with prior written permission of the Promoter.

33. In case of joint allottees, all the correspondence shall be done only with the 'First Allottee' at the address for communication as it appears on the application form.

34. In case, the allottee(s) intends to transfer the Unit so allotted to him/her, to any third party, in such an event, the transfer charges as applicable, shall be payable by the allottee(s) to the Promoter.

35. All or any disputes arising or touching upon or in relation to the terms and conditions of the booking and allotment letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled through Arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The Courts at Lucknow alone and the High Court of Judicature at Allahabad at its Lucknow Bench alone shall have the jurisdiction.

36. The Allottee(s) confirms that he/she has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his/her obligations and liabilities and the Promoter's obligations and

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

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(Arsha Infradevelopers Pvt. Ltd.  
Authorised Signatory)

limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoter and its agents and representatives indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.

Warm regards,

For (Authorized Signatory)

### Acceptance of Allotment

I/We hereby accept the allotment of Unit bearing no.....on..... Floor in Block No..... , tentatively admeasuring having tentative carpet area of .....sq. ft. and exclusive balcony area of..... sq. ft., Built up area of..... sq, ft ("Unit") Project named as "Madhav Residency" which is being developed by Arsha Infradevelopers Pvt Ltd, situated at Village Tera Khas, Satrikh Road, Lucknow, subject to the terms & conditions of the Application/Registration Form no..... dated..... and this Allotment Letter.

Thanks and regards,

(Customer Name)

Witnesses :

1. Signature

Name

Address

2. Signature

Name

X.....  
(Sole/First Allottee)

X.....  
(Second Allottee)

X.....  
(Third Allottee)

X.....  
(Arsha Infradevelopers Pvt. Ltd.  
Authorised Signatory)