

ALLOTMENT LETTER

UP-RERA registration No. [•] of [•] bearing [•] dated [•] registered with Uttar Pradesh Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016.

Date:

From	To
Promoter name: Emaar India Limited (CIN: U45201DL2005PLC133161)	<Customer name:>
Address: 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110017.	<Address:>
Mobile: 1-800-103-3643 (toll free) / 0124-4416306	<Mobile:>
Email Id: feedback.in@emaar.ae	<Email id:>

SUBJECT: Allotment of a Residential Unit, in the Project “[ELITE OASIS]”, which is part of a residential Group Housing Colony Project situated on a land parcel admeasuring [•] acres (11827.08 sq. mtrs.) out of 226.37 acres, comprised in the Licenced Land situated in Villages Sarsawa, Ardauna Mau and Ahma Mau, Pargana – Lucknow, Tehsil – Sarojini Nagar and District Lucknow, named as Gomti Nagar Extension, Sector-7, Amar Shaheed Path, Lucknow, Uttar Pradesh, India

1. Details of the allottee:

ALLOTTEE DETAILS	
Application No. (If any)	
Date	
Name of the Allottee	
Son/Wife/Daughter of (if applicable)	
Nationality	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account No.)	
Aadhar Card No.	
Passport No.	
Corporate Identification Number (in case Allottee is a company)	
Registration Number (in case Allottee is a partnership firm / limited liability partnership firm / society / trust)	
GST ID (in case Allottee is a company / limited liability partnership firm / HUF / Trust)	

PROJECT DETAILS	
Details of UPRERA Registration	[•]

		Dated: [•]
		Valid Upto:
Project Name		ELITE OASIS
Project Location		Villages Sarsawa, Ardauna Mau and Ahma Mau, Pargana - Lucknow, Tehsil – Sarojini Nagar and District Lucknow, named as Gomti Nagar Extension, Sector-7, Amar Shaheed Path, Lucknow, Uttar Pradesh, India.
If project is developed in phases then, Phase Name		NA
Nature of Project		Residential Group Housing Colony
Proposed date of Completion of the Phase/Project		[•]
Proposed date of Possession of the unit		[•]
License No.		[•]
Name of Licensee		1. M/s. Emaar India Limited., 2. M/s. Achates Buildcons Private Limited, 3. M/s. Acorn Developers Private Limited, 4. M/s. ADZE Properties Private Limited, 5. M/s. Bhavishya Buildcon Private Limited, 6. M/s. Chum Properties Private Limited, 7. M/s. Hake Developers Private Limited, 8. M/s. Kartikay Buildwell Private Limited, 9. M/s. Perpetual Realtors Private Limited, 10. M/s. Pushkar Projects Private Limited, 11. M/s. Sacred Estates Private Limited, C/o Emaar India Limited
Name of Collaborator (if any)		Emaar India Limited
Name of the BIP holder (if any)		Not Applicable
Name of the change of Promoter (if any)		Not Applicable
	Details of License approval, renewed approval	License No. [•] of [•]
		Endst. No. [•]
		Dated: [•]
		Valid Upto: [•]
	Details of Approved Building Plan	[•]
		Dated: [•]
	Details of Approved Layout Plan	[•]
		Dated: [•]
	Details of Approved Environmental Clearance	EC Identification No. [•]
		Dated: [•]
	Revised Zoning Plan	Memo No. [•]
Dated: [•]		

Dear Sir/Madam,

With reference to your application as per details above submitted in this office and other required documents, it is intimated that the Company has allotted you the following Unit as per the details given below:

UNIT AND BOOKING DETAILS			
1	Nature of the unit		Residential Flat/Apartment
2	Flat	Unit No.	[•]
		Number of parking space(s)	[•]
		Property Category	[•]
			[•]
			[•]
			[•]
			[•]
			[•]
3	Carpet Area (sq. mtrs)		[•]
4	Balcony area (sq. mtrs.) (not part of the carpet area)		[•]
5	Verandahs area (sq. mtrs.) (not part of the carpet area)		[•]
6	Open terrace area (if any)		[•]
7	Block/Tower No.		[•]
8	Floor No.		[•]
9	Rate of carpet area (Rs. / sq. mtr.)		[•]
10	Rate of Balcony area (Rs / sq. mtr) (only in affordable housing)		[•]
11	Proportionate cost of Common Areas		
12	Taxes, EDC, IDC and any interest thereon		
13	IFMS Charges		
14	Maintenance Charges including GST for first 12 (Twelve) months commencing from issuance of Intimation for Offer of Possession + 75 (Seventy Five) days or 30 (Thirty) days from the handover date of the Unit, whichever is earlier i.e. Maintenance Charges Commencement Date.		
15	Total Consideration amount		

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Note: Carpet Area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation- For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee;

1. We have received Earnest Money amount which is not exceeding 10% of the Total Price, in respect of the above referred Unit as per the details given below:

1.	Earnest Money	Amount in Rs.	
		(percentage of total consideration value)	
2.	Cheque No. / DD No. / RTGS		
3.	Dated		
4.	Bank Name		
5.	Branch		
6.	Amount deposited		
7.	Total sale consideration		

2. **Mode of Booking**

1.	Direct/Real Estate Agent	
2.	If booking is through Real Estate Agent, then Real Estate Agent Reg. No.	

PAYMENT PLAN	
Payment Plan (Inclusive of all charges/fees) (Copy attached)	Construction linked plan
Bank Details of Master Account (100%) for payment via RTGS	
Payment in favour of	[•]
Bank Name	[•]
Account Number	[•]
IFSC Code	[•]
Bank's Address	[•]
Swift Code	[•]

Best Wishes

Thanking You

Yours Faithfully

**For Emaar India Limited
(Authorised Signatory)**

I/We have read and understood the contents of above communication, accordingly, I/We accept and confirm the same by appending my/our signature(s)

Applicant

Dated:

Annexure A:- 'Payment Plan'

Earnest money which is not exceeding 10% of the Total Price is being paid at the time of allotment in terms of Clause 3.1 above. Balance consideration amount shall be paid as under:

OR						
S.no.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Interest	Balance Payable (in Rs.)
1.						
2.						
3.						
	Total Payable					

Any other plan duly approved by UPRERA

The Allottee(s) will abide by all the detailed terms & conditions mentioned in the Agreement for Sale which is annexed with the Allotment Letter.

Best Wishes

Thanking You

Yours Faithfully

For Emaar India Limited

(Authorised Signatory)

I/We have read and understood the contents of above communication, accordingly, I/We accept and confirm the same by appending my/our signature(s)

Applicant:

Dated:

This Allotment is subject to the following conditions:

1. TERMS

- 1.1 That the allotment of above Unit is subject to the detailed terms & conditions mentioned in the Application Form and Agreement for Sale. Although there shall not be any variation in the terms and conditions.
- 1.2 Terms & conditions provided in 'Agreement for Sale' shall be final and binding on both parties subject to any condition in this Allotment Letter.
- 1.3 The Allottee(s) shall not carry out transfer/resale of this Unit without prior consent of the Promoter till the Agreement for Sale is registered and until 20% of the Total Price along with all the dues or charges payable to the Promoter are duly paid.
- 1.4 Upon execution of the Agreement to Sell agreeing to abide by the terms and conditions therein contained, the allotment shall become final and binding upon the Company. If, however, you fail to execute and return the Agreement to Sell, as aforesaid, within 30 days from the date of the Allotment Letter, the allotment may be treated as cancelled at the discretion of the Company, and as such the booking amount / earnest money paid by you shall stand forfeited.
- 1.5 Upon issuance of this Allotment Letter, the Allottee(s) shall be liable to pay the consideration value of the unit as shown in the Payment Plan as annexed.
- 1.6 The Total Price (as defined in the terms and conditions in Agreement for Sale) shall be payable on the date as specifically mentioned in the "Payment Plan" as annexed.

2. Total Price

- 2.1 The Total Price includes *inter-alia* IFMS, Taxes and Cesses (GST and any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project) paid/payable by the Promoter up to the date of handing over the possession of the unit to the Allottee(s) along with parking, including any taxes thereon (if applicable), after obtaining the necessary approvals from Competent Authority for the purposes of such possession and Maintenance Charges for a period of 12 months commencing from issuance of Intimation for Offer of Possession plus 75 days or 30 days from the date of handover of the Unit, whichever is earlier ("**Maintenance Charges Commencement Date**").
Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such change/modification from such point onwards as applicable:
- 2.2 In case, the Allottee(s) fails to pay to the Promoter as per the Payment Plan, then in such case, the Allottee(s) shall be liable to pay interest on the due date at the prescribed rate under the Uttar Pradesh Real Estate (Regulations and Development) Rules, 2016.
- 2.3 On offer of possession of the unit, the balance total unpaid amount shall be paid by the Allottee(s) and thereafter the Allottee(s) will execute the Conveyance Deed within 3 (Three) months as per provisions of Act/Rules.
- 2.4 The stamp duty and registration charges will be payable by the Allottee(s) at the time of registering the Conveyance Deed with the Sub-Registrar Office, Lucknow. Administrative charges on registration of Conveyance Deed shall be additionally levied by the Promoter.
- 2.5 Interest as applicable on instalment will be paid extra along with each instalment, including taxes thereon, if any.
- 2.6 The Maintenance Charges + GST after the expiry of the aforesaid period of 12 months shall be paid by the Applicant directly to the maintenance agency appointed

by the Promoter, details whereof, shall be provided by the Promoter at the time of Intimation for Offer of Possession.

3. MODE OF PAYMENT

3.1 In case the above terms & conditions are acceptable to you, then you are advised to submit your consent in writing in this office along with **Rs. _____/- (Rupees _____ Only)** towards 10% of the Total Price, in this office through Cheque / Demand Draft/RTGS drawn in favour of '[•]' payable at PAR and sign the 'Agreement for Sale' within 30 (Thirty) days from the date of issue of this Allotment Letter.

3.2 All cheques/demand drafts must be drawn in favour of "[•]".

3.3 Name and contact number of the Allottee(s) shall be written on the reverse of the cheque/demand draft.

NOTE: In case Allottee(s) think(s) any of the condition(s) are non-reasonable, not suitable to him / her / it / them, then he / she / it / they may request the said modification to be carried out by the Promoter. In case if the Promoter does not modify the terms and conditions, the Allottee(s) may approach the Authority for the same. The Authority in such a case shall evaluate whether the request of the Allottee(s) is in consonance with the Act or not.

4. NOTICES

- a. All the notices shall be deemed to have been duly served if sent to the Allottee(s) by Registered Post at the address given by the Allottee(s) to the Promoter and email Id provided in the Application Form.
- b. You will inform us of any change in your address, telephone no., email ID for future correspondence.

5. CANCELLATION BY ALLOTTEE(S)

If the Allottee(s) seeks cancellation/withdrawal from the Project without any fault of the Promoter or fails in making payment of required additional amount towards the Total Price and signing of 'Agreement for Sale' within the said given time, then the Promoter shall be entitled to forfeit 10% of the Total Price payable for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus one percent. 50% of money paid by the Allottee over and above the earnest money, i.e. 10% of the Total Sale Price, shall be returned by the Promoter to the Allottee, within 45 (forty five) days of such cancellation/ withdrawal, and the remaining 50% of the money paid by the Allottee shall be returned by the Promoter on re-allotment of the Unit or at the end of 1 (one) year from the date of cancellation/withdrawal by the Allottee, whichever is earlier.. Furthermore, the amount returned to the Allottee shall be exclusive of any GST paid.

6. COMPENSATION

Compensation shall be payable by the Promoter to the Allottee(s) as per provisions of the Act as adjudged by the adjudication officer in the manner as provided in the Act/Rules.

7. SIGNING OF AGREEMENT FOR SALE

- a. The Promoter and Allottee(s) will sign "Agreement for Sale" within 30 (Thirty) days of allotment of this Unit.
- b. That Allottee(s) shall be required to be present in person in the office of the Promoter, on any working day during office hours to sign the 'Agreement for Sale' within 30 (Thirty) days.

8. CONVEYANCE OF THE SAID UNIT

The Promoter shall within 3 (Three) months of receipt of Total Price of the Unit along with parking (if applicable) as well as stamp duty and registration charges, and Completion Certificate / Occupation Certificate execute a conveyance deed in favour of the Allottee(s).

9. ASSOCIATION OF ALLOTTEES

The Allottee(s) shall become a member of any association/society in respect of the Project that may be formed by the Promoter on behalf of the Allottees as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.

Documents to be attached along with Allotment Letter

Sr. No	Annexures
1.	Payment plan
2.	Action plan of Schedule of Development (Duly approved by UPRERA)
3.	Location Plan
4.	Floor plan of Residential Apartment/ Unit
5.	Copy of Licenses
6.	Copy of letter of approval of Building Plan
7.	Copy of approved Layout Plan
8.	Copy of Approved Architectural Control Sheet
9.	Copy of Revised Zoning Plan
10.	Copy of Environment Clearance
11.	Copy of draft Agreement to Sale
12.	Copy of Board Resolution vide which above Signatory was authorized
13.	Specifications (which are part of the Apartment/ Unit) as per National Building Code and applicable building byelaws
14.	Specifications, amenities, facilities (which are part of the project) as per National Building Code and applicable building byelaws