

**Ref No.:**

**Dated:** \_\_\_\_\_

**To**

**Mr. / Mrs.** \_\_\_\_\_

Address \_\_\_\_\_

Contact No.: \_\_\_\_\_

Email id: \_\_\_\_\_

**Subject: Allotment of Apartment No. \_\_\_\_\_ in the Group Housing Project named as 'RenoX Thrive' in Gautam Budh Nagar, Uttar Pradesh.**

**Ref: Application form bearing no. \_\_\_\_\_ dated \_\_\_\_\_**

**Dear Sir/Ma'am,**

This is in reference to your application form bearing number \_\_\_\_\_ dated \_\_\_\_\_ along with your Cheque/ demand draft/ pay order dated \_\_\_\_\_ for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Earnest Money**") submitted with Nivas Promoters Private Limited (the "**Company**") for provisional allotment of an apartment in our Project, named as 'RenoX Thrive', being developed by the Company on land admeasuring \_\_\_\_\_ Sq. Mtrs., situated at \_\_\_\_\_ Tehsil and District Gautam Budh Nagar, Uttar Pradesh.

We are pleased to inform you that subject to your application to the Company, the Company hereby provisionally allot you an apartment bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Fts. (approx.) carpet area on Floor No. \_\_\_\_\_, Tower No. \_\_\_\_\_ ("**Apartment**"), in the said Project on the terms and conditions herein, for Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Total Price**") which includes BSP of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), calculated at the rate of **Rs.** \_\_\_\_\_ per Sq. Ft. of carpet area of the said Apartment, and other charges as mentioned under **Annexure- I** of this Allotment Letter.

You are requested to sign and execute all necessary documents, including without limitation Agreement for Sale ("**Agreement**"), in respect of the said Apartment within \_\_\_\_\_ days of this letter or within such number of days as may be requested by the Company. If you fail to execute and deliver to the Company, the Agreement within the said period of \_\_\_\_\_ days from the date of receipt of this Allotment Letter and/or you fail to appear before the Sub-Registrar for its registration as and when intimated by the Company, then the Company shall serve a notice to you for rectifying the default, which if not rectified within next \_\_\_\_\_ days, your application shall be

treated as cancelled and all sums deposited by you in connection therewith including the Advance Amount shall be returned to you without any interest or compensation whatsoever, within a period of \_\_\_\_\_ days from the termination / withdrawal of the application for allotment after forfeiture of the Earnest Money.

Please note that this provisional allotment is subject to the fulfillment of terms and condition as detailed in this Allotment Letter in respect of the said Apartment.

The List of Specifications is attached **Annexure – II** for your reference.

The terms and conditions with respect to the provisional allotment of the Apartment are enclosed in **Annexure – III** of this Allotment Letter.

You are hereby requested to sign and deliver to the Company, duplicate copy of this Allotment Letter, within \_\_\_\_\_ days of the receipt thereof as an acknowledgement of your acceptance to the terms of the provisional allotment of the said Apartment.

We assure you of our best services and co-operation at all times.

Yours Sincerely

For **Nivas Promoters Pvt. Ltd.**

Authorised Signatory

Accepted and acknowledged by:

Mr. \_\_\_\_\_

(Allottee)

**ANNEXURE – I**

**DETAILED BREAKUP OF TOTAL PRICE AND PAYMENT PLAN**

**I: TOTAL PRICE**

- A. Basic Sale Price (**BSP**): Rs. \_\_\_\_\_/- at the rate of Rs. \_\_\_\_\_ per Square Meter of Carpet Area (i.e. Rs. \_\_\_\_\_ per sq. ft.).
- B. Development Charges: Rs. \_\_\_\_\_.  
(External Development Charges (**EDC**) + Infrastructure Development Charges (**IDC**))
- C. Other Charges: Rs. \_\_\_\_\_
- D. SALE CONSIDERATION (A+B+C): Rs. \_\_\_\_\_**
- E. Goods & Services Tax\* (GST): \_\_\_\_\_
- F. TOTAL SALE CONSIDERATION (D+E): Rs. \_\_\_\_\_**
- G. Interest Free Maintenance Security Deposit (IFMSD): Rs. \_\_\_\_\_
- H. Stamp Duty and Registration Fee on the Agreement for Sale\*: Rs. \_\_\_\_\_
- I. Stamp Duty and Registration Fee on the Conveyance Deed\*: Rs. \_\_\_\_\_
- TOTAL PRICE (F+G+H+I): Rs. \_\_\_\_\_**

\* as per rates existing on date of application and may vary at the time of payment.

- All Cheques/drafts to be made in favor of "\_\_\_\_\_Escrow Account" payable at New Delhi/Gurugram. For RTGS details. Account No-\_\_\_\_\_, Bank- \_\_\_\_\_ Bank, IFSC Code-\_\_\_\_\_, Branch-\_\_\_\_\_.
- Basic Sales Price is inclusive of right to use of \_\_\_car parking space and lifetime membership of the club.
- EDC & IDC are pro-rated per unit as applicable, any revision would be charged on pro-rata basis from the Applicant(s).
- Other Charges are towards water meter, electric meter & its connection charges, STP etc. as per the prevailing rates.
- The payment would be considered subject to realization of the instrument. In case of dishonor of cheque for any reason, the Company may cancel the

booking/allotment without any intimation, and Applicant(s) shall be further liable to pay cheque dishonor charges of Rs. 1,000/- (Rupees One Thousand only) along with applicable GST, to the Company.

- The Stamp Duty and Registration Fee shall be collected and further paid by the Company as a pure agent under GST Laws.
- Goods and Service Tax, Development Charges, Registration Fee and Stamp Duty mentioned in this Application Form are as per the prevailing rates and regulations, and are subject to change.
- The date of clearing of the instrument shall be deemed to be the date of payment.
- All payments towards BSP, EDC & IDC, IFMSD, Other charges, other statutory charges or any incidence of tax (current and/or retrospective), maintenance or any other charges shall be payable by the Applicant(s) as and when demanded by the Company or its nominated maintenance agency.
- It shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India.
- Payments from any third party (other than the Applicant(s)) shall not be accepted. In case any payment has been credited to Company's account, the same shall be returned directly to the said third party, and will further give right to the Company to terminate this Allotment Letter.
- The Milestone/installment plan/development linked stage will be attributed to the particular Tower in which the Apartment is located and can be called for payment and become payable on demand in any order irrespective of the sequence, upon achievement of such milestone at site.
- Interest would be charged on delayed payment from the due date of each instalment as per applicable laws.
- In case the Company provides the sub-vention plan then it is applicable to customers/Applicant(s) who are eligible to obtain a home loan from subvention-empanelled HFC.

**II: Payment Plan**  
**[To be inserted]**

**ANNEXURE – II**  
**LIST OF SPECIFICATIONS**

**Living/Dining/Lobby/Passages**

Floor: Engineered wood/ Imported Marble

Walls: Acrylic emulsion paint finish

Ceiling: Acrylic emulsion paint with false ceiling. (extent as per design)

**Master Bedroom**

Floor: Laminated wooden flooring.

Walls: Acrylic emulsion paint finish.

Ceiling: Acrylic emulsion paint

**Bedrooms**

Floor: Laminated wooden flooring.

Walls: Acrylic emulsion paint finish.

Ceiling: Acrylic emulsion paint

**Kitchens**

Floor: Vitrified tiles.

Walls: Tiles up to 2'-0" above counter and acrylic emulsion paint in the balance areas.

Ceiling: false Ceiling

Counter: stone,

Fittings & fixtures: CP fittings, sink with drain board

Modular kitchen with hob and chimney

**Toilets**

Floor: Vitrified tiles

Walls: Vitrified tiles

Ceiling: false ceiling.

Counters: stone.

**Utility Rooms**

Floor: Tiles.

Walls & ceiling: Oil bound distemper.

Toilets: Anti-skid tile flooring and Combination of oil bound distemper and tiles

**Balconies**

Floor: Tiles

Walls & ceiling: Exterior paint

**Doors**

Main apartments doors: 2400 mm. high polished veneer

Internal door : 2400 mm high laminated door

**Windows**

All living and bedroom windows are 2400 mm. high and sliding windows.

**ANNEXURE – III**  
**TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT**

1. Applicant(s) has/have applied for allotment of an Apartment in the Project with the full knowledge and subject to all the laws/notifications and rules applicable to the Project in general and which have been explained by the Company and understood by the Applicant(s).
2. Applicant(s) has/have fully satisfied himself/herself/themselves/itself about the interest and the title of the Company in the Project and has/have understood the obligations of the Company in respect thereof.
3. Applicant(s) has/have inspected and accepted the plans, designs, specifications which are kept at the Company's offices and also at the website of Uttar Pradesh Real Estate Regulatory Authority and agrees that the Company may effect, such variations, additions, alterations, deletions and shall have the right to effect suitable and necessary alterations thereto, as it may deem appropriate or as may be done by the competent authority, in absolute compliance of applicable laws.
4. Applicant(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit and other applicable laws.
5. The receipt of application and acceptance of the Advance Amount by the Company does not confirm the allotment of the Apartment. The said allotment shall be upon the execution and registration of Agreement as enclosed with this Allotment Letter within such timelines as provided hereinabove. Upon the execution of the Agreement, the Applicant(s) hereby undertakes to pay such amounts as per payment plan opted by him/her/it/them.
6. The Applicant(s) hereby undertakes that he shall get the Agreement executed and registered, within a period of 30 days from the date of receipt of this Allotment Letter or such other number of days as may be requested by the Company. If Applicant(s) fail to execute and deliver to the Company the Agreement within the said period of 30 days from the date of receipt of this Allotment Letter by the Applicant(s) and/or fail to appear before the Sub-Registrar for its registration as and when intimated by the Company, then the Company shall serve a notice to the Applicant(s) for rectifying the default, which if not rectified within next 30 days, the application shall be treated as cancelled and all sums deposited by the Applicant(s) in connection therewith including the Advance Amount shall be returned to the Applicant(s) without any interest or compensation whatsoever,

within a period of 90 days from the termination of the application for allotment after forfeiture of the Earnest Money.

7. Notwithstanding anything contained herein, timely performance by the Applicant(s) of all its obligations under the application/this Allotment Letter/payment plan or exercise of any options wherever and whenever indicated herein, including without limitation, its obligations to make timely payments of the Total Price and other deposits and amounts, including any interest in accordance with the application/this Allotment Letter/payment plan shall be of essence under this Allotment Letter.
8. All Cheques/drafts to be made in favor of "\_\_\_\_\_Escrow Account" payable at \_\_\_\_\_.  
  
RTGS details. Account No-\_\_\_\_\_, Bank-\_\_\_\_\_ Bank, IFSC Code-\_\_\_\_\_, Branch-\_\_\_\_\_.
9. The Applicant(s) may after obtaining prior written consent of the Company, assign / transfer his rights, title and interest in the Apartment under this Allotment Letter to any third person / entity. The Company assures the Applicant(s) that the said written consent shall not be unreasonably withheld, however the same shall be subject to payment of transfer/administrative charges as may be decided by the Company from time to time for such assignment/transfer. Such consent/ permission shall always be subject to applicable laws, notifications/ governmental directions. The Applicant(s) shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.
10. All applicable statutory charges, taxes including all Government levied taxes and other levies demanded or imposed at any later date by the concerned/competent authorities shall be payable proportionately by the Applicant(s) from the date of booking as per demand raised by the Company/competent authority as the case may be.
11. In the event that the Applicant is a Non-Resident Indian (NRI), Person of Indian Origin (PIO), Overseas Citizen of India (OCI) or is otherwise bound to comply with the provisions of the Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof along with all notifications, circulars, guidelines etc. issued under the same and as amended from time to time) or with any of the rules and regulations of the Reserve Bank of India or compliance under any other applicable law, governing the actions of such Applicant(s) including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the Applicant(s) shall provide the Company with all

relevant and required permissions, approvals, consents, documents, information, no objection certificates, etc. including for remittances beneficiary's name, beneficiary's account number, bank name, branch name, bank address, swift code etc., as would enable the Company to lawfully carry out its obligations under this Application. The Applicant(s) shall have the sole responsibility to duly fulfill at all times, all or any of the said compliances and to furnish suitable certifications/consents/ permissions thereof to the Company and the Company accepts no responsibility in this regard.

12. The Company shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / hypothecation or securitization of receivables or in any other mode or manner by creating a charge / mortgage on the Apartment and / or the Project and / or the Project Land and / or the receivables from the same, subject to the condition that the Apartment shall be free from all encumbrances at the time of execution and registration of the conveyance/sale deed. The Company / financial institution/ bank, as the case may be, may always have the first lien / charge on the Apartment for all their dues and other sums payable by the Applicant(s) or in respect of any loan granted to the Company for the purpose of the construction of the Project.
13. The Applicant(s) may, for the purpose of facilitating the payment of the Total Price obtain financial assistance from banks/financial institution after obtaining prior written permission from the Company. Any such arrangement / agreement shall be entered into by the Applicant(s) at his sole cost, expense, liability, risk and consequences. The Applicant(s) shall keep the Company indemnified from all costs, expenses, injuries, damages etc. which the Company may suffer for any breach / default that may be committed by the Applicant(s) to the third party(ies) / banks/ financial institution. In this regard, the Company may at the request of Applicant(s), enter into a tripartite agreement with the Applicant(s)' banker / financial institution to facilitate the Applicant(s) to obtain the loan from such bank / financial institution for purchase of the Apartment. The Applicant(s) hereby agrees that the Company shall be entitled to cancel the application and the provisional allotment of the Apartment, at the request of the Applicant(s)' banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Applicant(s).
14. The Applicant(s) may obtain finance from any financial institution / bank or any other sources stated above, but the Applicant(s) obligation to purchase the Apartment and pay the amounts payable pursuant to this Allotment Letter is not to be contingent on the Applicant(s)' ability or competency to obtain such financing and the Applicant(s) will remain bound under this Allotment Letter

whether or not the Applicant(s) has been able to obtain financing for the purchase of the Apartment.

15. The Applicant(s) undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said Apartment/ Project.
16. The Company shall not be held responsible or liable in any manner for not performing or delay in performing any of its obligations or undertakings provided in the Allotment Letter if such performance is prevented or delayed due to Force Majeure.
17. The Applicant(s) shall use the Apartment only for the 'residential' purposes as per the provisions of the Agreement and other documents to be executed pursuant thereto, and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other apartments in the Project nor for any illegal or immoral purposes.
18. In case of a contradiction between the terms and conditions herein and the Agreement, which the Applicant(s) are required to sign and execute on confirmation of provisional allotment, the terms and conditions of the Agreement shall survive and supersede.
19. The Applicant(s) shall get his complete address registered with the Company and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. In case there are joint Applicant(s), all communications shall be sent by the Company to the Applicant(s) whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant(s).
20. In case any cheque submitted by the Applicant(s) pursuant to the application towards the said Apartment is dishonored for any reason whatsoever, the Company may cancel the booking, without any intimation to the Applicant(s). In case of dishonor of cheque for any reason, Applicant(s) shall be liable to pay cheque dishonor charges of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only) to the Company.

21. The Courts at Gautam Buddha Nagar, Uttar Pradesh alone shall have jurisdiction in case of any dispute.