

LETTER OF ALLOTMENT

Ref No: _____

Date :

To,

1.) If the Allottees(s) is/ are an individual:

Name (**Primary Allottee**): _____

Son of/Daughter of/Wife of: _____

Address: _____

Contact No.: _____

PAN no. : _____

Aadhar Card No.: _____

Email ID: _____

Photograph of
primary allottee

Name (**Second Allottee**): _____

Son of/Daughter of/Wife of: _____

Address: _____

Contact No.: _____

PAN no.: _____

Aadhar Card No.: _____

Email ID: _____

Photograph of second
allottee

(Copy of PAN and Aadhar cards required for the above Allottees)

OR

If the Allottee is a Partnership Firm;

M/s _____ a partnership firm duly registered under the Indian Partnership Act, 1932, through its part Mr./ Ms. _____

authorised vide resolution dated _____ *(copy of resolution signed by all partners*

required). Registration No.: _____, PAN: _____ *(Copy of PAN card required.)*

OR

If the Allottee is a company:

M/s _____ a company within the meaning and provisions of the Companies Act, 2013, having its corporate identification No. _____ and having its Registered office at _____ through its duly authorized signatory Mr. / Ms. _____ authorize vide Board Resolution dated _____ (*copy of Board Resolution along with certified copy of Memorandum and Articles of Association and copy of PAN card required*).

OR

If the Allottee is an HUF:

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, PAN No. of HUF _____.
(*Copy of Aadhar Card & PAN card required*)

Ref : Your Application Letter Dt. _____ .

Sub : Allotment of a Shell Flat (Raw Flat) or Premises/Flat admeasuring _____ sq.mtrs. i.e. _____ sq.ft. (Carpet area calculated as per the definition of RERA Act) bearing No. _____ on _____ floor in _____ wing of 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/Flat”).

Dear Sir/Madam,

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

– U.P. duly registered with Real Estate Regulatory Authority of U.P having RERA registration No. UPRERAPRJ7004.

2. 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 and you have seen, understood and agreed to the documents provided including format of Agreement for Sale, Sanctioned plans, Layout plans, along with the specification approved by the competent authority, Approved drawings, site observation, the stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity.
- 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 UBI (Union Bank of India) 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.
- 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 UBI giving/granting the permission/NOC subject to the terms contemplated therein.
- e) The images, audio-visuals, show flats in the marketing documents/presentations/prospectus/ website by us may show additional features, external views, internal views, elevations, façade, colour schemes, additional fixtures, loose furniture etc. to provide you the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and

design commitment to you and the committed layout and specifications shall only be as detailed separately in the Agreement for Sale and its annexures.

3. a) Pursuant to negotiation, discussion, terms and conditions and on the payment plan CLP(Construction Linked Plan) / DPP(Down Payment Plan) / FPP(Flexi Payment Plan) schemes opted by you as recorded in Application Letter Dt._____, at your request through your above referred Application Letter Dt._____, we hereby confirm that based on the approved Plans, we have agreed to allot to you, a Shell Flat (Raw Flat) or a Premises/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 Premises/ 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 balconies/ verandahs admeasuring _____ sq.mts. and _____ parking of two wheelers/four wheelers in open/basement at the lump sum consideration of Rs. _____/- (Rupees _____ only) and Rs. _____/- Rupees _____ only) as applicable GST in all amounting to Rs. _____/- (Rupees _____ only), out of which you have paid Rs. _____ /Rupees _____ only) and Rs. _____/- (Rupee _____ only) as applicable GST in all amounting to Rs. _____/- (Rupees _____ only) as Application amount along with the Application Letter dt._____ (the payment and receipt whereof we doth hereby admit and acknowledge) which herewith becomes part of the booking amount.

- b) The consideration for time to time shall be paid by you to us as per the payment Schedule being annexed hereto and the same shall be deposited in separate accounts opened as per the provisions of Real Estate (Regulation and Development) Act 2016 for the project named as “Deserve Builders and Developer Ltd, - Deserve Elite Project – Lucknow – RERA” with Union Bank of India, Sachivalaya Branch Lucknow having Account No.38150101003750 having IFCO

Code:UBIN0538159 and Kotak Mahindra Bank Ltd., Kalina Branch, Mumbai having Account No.3411531385 having IFCO Code:KKBK0000631, GST No.09AADCD4203G1Z1.

c) The following are the details of pricing of the said premises /flat :

	AS PER APPLICABLE PRICE LIST
(A) BASIC COST OF THE FLAT	
Basic Sale Price (BSP) @ Rs. _____ per sq.ft	Rs. _____
Preferential Location charges (PLC)	Rs. _____
Floor @ Rs. _____	
Park/Club Facing @ Rs. _____ [Road Facing @ Rs. _____]	Rs. _____
(B) ADDITIONAL COST	
1. Car Parking Covered/Open/ Jodi	Rs. _____
2. Lumpsum Maintenance Deposit (LSMD) @ Rs. ____ per sq.ft	Rs. _____
3. External Electrification Cost (E.E.C) @ Rs. _____ per sq.ft	Rs. _____
4. Fire Fighting Equipment Cost (F.F.E.C) @ Rs. _____ per sq.f.t	Rs. _____
5. Power Back up Installation Cost @ Rs. _____ per KVA for _____ KVA	Rs. _____
6. Club Membership Fee	Rs. _____
(C) OTHER COST	
1. External Development Charges (EDC) @ Rs. _____ per sq. ft	Rs. _____
2. Others (if any)	Rs. _____
*TOTAL(A+B+C): AMOUNT IN FIGURE	Rs. _____

4. You shall also be required to pay to us, in addition to the abovementioned price, 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.
5. Further as per Section 194-1A of the Income Tax Act the Flat Purchaser who have purchased the premises/flats having consideration value of Rs.50,00,000/-(Rupees Fifty Lakhs) and/or above shall be liable to pay 1% of the Consideration Value of the said Premises/Flat towards TDS to the Government Treasury and furnish us the Form No. 26QB, Challan & TDS Certificate thereof to the Developer within 7 days from the date of such payment.
6. A) 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 _____ and Rs._____/ - (Rupees _____ - _____ only) bearing No._____ dated._____ drawn on _____ total amounting to Rs._____/ - (Rupees _____ only) including GST as booking amount and shall be treated as the part of the Earnest Money (“EM”)/ booking amount in respect of the Said Premises/Flat.
- B) The total booking amount is 10% (Ten Percent) of the cost of the apartment booked by you. This allotment offer is valid subject to payment of balance of booking amount of Rs._____ within 30 days after the date of issue of this Allotment Letter and realisation of the same in our bank accounts failing which the company has full discretion to cancel your booking and forfeit the amount paid by you with this regard.
7. The payment of the installments as per the Annexure annexed hereto shall be made within 15 days of demand being made.

8. In the event of delay or failure on your part in making payment of the amount of the installment/s within 15 days from the date of demand, you shall pay interest at the rate of 10% per annum on the amount of payment due or as per the rate prescribed in the U.P.RERA Rules which shall be paid by you 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/earnest money and statutory charges/GST 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. However we shall not be liable to pay you any interest on the amount so refunded.

9.
 - a) The regular Agreement for Sale in respect of the said Premises/Flat shall be executed by and between us on the terms and conditions mentioned therein including the usual terms and conditions which shall be binding upon you only upon you pay us 10% of the cost of the unit (which includes taxes and other cost) or more of the total consideration amount calculated as per the _____ payment scheme opted by you with respect to the said premises/flat within 30 (thirty) days from the date of this Allotment Letter.

 - b) If you fail to execute and deliver to us the Agreement for Sale within 30 (thirty) days from the date of this Allotment Letter and/or appear before the Sub-Registrar for its registration as and when intimated by us within the aforesaid period 30 (thirty) days, failing which after giving written notice to you by e-mail/by hand/by post/by courier on the address given by you for the same, this Allotment can be treated as cancelled at our discretion and the booking amount paid by you regarding this shall be forfeited by us and we shall be at liberty to deal with said premises/flat in any such manner as we may deem fit and proper.

10. The stamp duty registration and other charges payable for Sale Deed and registration of Agreement to Sell in respect of the said Premises/Flat shall be borne and paid by you on being required to pay the same.

11. The list of amenities and facilities to be provided in the said premises/Flat in the said Building/wing being annexed herein.
12. 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 in that regard which shall be paid before we proceed to provide the same to you.
13. You shall not be entitled to transfer or assign this allotment under said letter of Allotment to any third party without our written consent signed by Director on such terms as we decide.

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

Yours faithfully,

For Deserve Builders and Developer Ltd.

(Mr. _____)

Authorised Signatory

I/We confirm the above

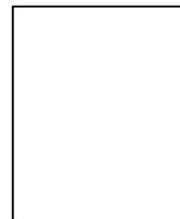
Name:

Phone:

Email ID:

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ANNEXURE

Payment Schedule

List of Amenities