

ALLOTMENT LETTER

Date: _____

To,

Mobile No. _____

(Applicant/Co-Applicant, hereinafter also referred to as “Allottee”)

Subject: Allotment of commercial space bearing unit no. _____, on floor, in Prominent Mall (said commercial space is hereinafter referred to as the said “Unit”), at Khasra Plot No. 416 & 417, Mohibullapur, Sitapur Road, Lucknow.

Dear Sir/Ma’am,

We are pleased to inform you that on the basis of **Application** dated _____, duly signed and submitted by you and a sum of Rs _____ **.....(Rupees only)** paid by you towards the purchase of a Unit in our Project- “**Prominent Mall**”, at Khasra Plot No. 416 & 417, Mohibullapur, Sitapur Road, Lucknow, you have been allotted Unit No. (“**Unit**”) having super area of about sq. ft., on floor in the said Project. The basic sale price (BSP) of the said Unit and the break-up of its total sale price is as mentioned in the Application Form.

You are required to make all the payments related to the above Unit as per the **Payment Plan** opted by you at the time of booking, and which is being annexed herewith as **Annexure A**, for your kind reference and record.

Timely payments as per the Payment Plan opted by you is one of the most important terms of the allotment and in case there is any delay in making payments, the allotment made through this allotment-letter shall, at the sole discretion of the Company, stand cancelled.

This allotment is in continuation of the Application Form submitted by you, which already contains relevant particulars related to the said Unit. The allotment is subject to the terms and

conditions already mentioned in the said Application Form which shall be treated as part of this Allotment Letter. The said terms and conditions are being mentioned again in **Annexure B** to this Allotment Letter.

Your unique customer id is _____, which shall be referred compulsorily by you in all future correspondences between Company and you.

Thanking You.

For PROMINENT DEVELOPERS

Authorized Signatory

Annexure A

Payment Plan

(Mention the Specific Payment Plan opted, alongwith details of exact amounts of the various installments **(in figures and not just in percentage)** and the timelines **with actual dates**.

Annexure B

TERMS AND CONDITIONS

The Allottee(s) agree(s) that:

1. Allottee(s) undertake to pay all installments and all dues, in terms of and strictly as per the timeline stated in the Payment Plan opted, or as stipulated in the Application Form or as may be required by law or demanded by the Company in future.
2. The Allottee(s) has/have satisfied himself/herself that the Company is developing and constructing the said Project on the Project Land and is sufficiently entitled to develop, sell and deal with the said Project proposed to be so constructed.
3. The Allottee(s) represents and acknowledges that he/ she / they is/are fully satisfied with the right, title and interest of the Company over the Project Land and has/have understood all limitations and obligations of the Company in respect thereof. The Allottee(s) undertakes not to hereinafter raise objections with respect to the Company's right/ title/ interest/ entitlements in the Project Land and rights to sell and develop the Project.
4. The Allottee(s) has/have tendered the Application Form for allotment of the Unit in the Project based upon his/their own due diligence and without relying on any alleged representations and assurances of the Company or any of its representatives or agents or brokers and with full cognizance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the Unit from the Company without any recourse to warranties implied in terms hereof. The Allottee(s) has studied the market and available products and taken a conscious decision to apply for a Unit in the Project without any undue influence, inducement or force by whatever means.
5. The Allottee(s) understand that the area of the Unit may be subject to certain changes for any reason(s) beyond the control of the Company. I/We understand that the marketing plan/brochure is only a mere indication of the proposed Project. The areas mentioned in the drawings are reasonable estimates and are subject to change, to which the Allottee(s) would never object and would rather provide a consent letter, if any, required. The Company reserves the right to change the design, elevation, specifications, amenities and facilities, plans, etc. of the project including change in FAR etc., as the case may be, due to aesthetic reasons or to meet the planning/regulatory requirement or for any other reasons.
6. The Allottee(s) agree(s) that changes in respect of the Unit shall, if any will be communicated to the Allottee(s) by the Company, which shall be binding on the Allottee(s), who shall be liable to pay for any additional charges etc. that may be demanded by the Company due to such changes in the Unit. It is also agreed by the Allottee(s) that the Company shall also have right to change the Unit allotted to the Allottee(s) anytime until before the final transfer deed (conveyance deed) is executed and duly registered.
7. The Allottee(s) clearly and unequivocally understand(s) that any rights and entitlements shall accrue only when the allotment is made by the Company in his/her/their favor and the necessary agreements to sell/definitive documents is/are signed and all its terms and conditions are duly complied with, by the Allottee(s). The Allottee(s) agree that in the event of the Company not accepting his/her/their Application for any reason whatsoever, the Allottee(s) shall have no claim, right, entitlement, title, interest or lien on the said Unit and shall not raise any objection for non-allotment.
8. The Allottee(s) clearly and unequivocally understand(s) that the Company is not required to and will not give any

reminder to the Allottee(s) (s) to comply with any or all of the obligations under the Application Form and the future definitive documents to be entered into. It shall be the sole responsibility of the Allottee(s) to comply with his/her/their duties and obligations, as set out under the Application Form and the Agreement to sell/Definitive Documents to be entered in to as stated hereinbefore.

9. The Allottee(s) agree(s) and acknowledges that Booking Amount shall be as mentioned in the Payment Plan.
10. In the event that before the allotment letter is issued, the Allottee(s) withdraw(s) his/her/their Application for allotment, the Company shall be entitled to forfeit all the money already tendered by the Allottee(s) pursuant to the Application Form.
11. The Allottee(s) shall pay the total consideration of the Unit and other charges as applicable as per the payment schedule (Payment Plan) opted. All cheques/demand drafts payable by the Allottee(s) should be drawn in the name of Prominent Developers, payable at Lucknow.
12. After the allotment letter is issued by the Company, if the Allottee(s) fail(s) to sign and execute the necessary Agreement/Definitive Documents for the allotted Unit or fail(s) to make payment of the amounts on the due dates/within the time prescribed in the Payment Plan opted by the Allottee(s), or if any of the cheques of the Allottee(s) are dishonored for any reason whatsoever, then the Company shall be entitled, at its sole discretion, to give a grace period of fifteen (15) more days and no more, to honour the obligation due, but if the Allottee(s) still fails to discharge the obligation or make the payment then an interest of 12% p.a. of the sum so due shall be payable additionally for the period of delay. Further the Company in its sole discretion, notwithstanding any other term or condition or clause herein, may also choose to cancel the allotment of the Unit and forfeit ten percent (10 %) of total cost payable for the said Unit, in case of failure of the Allottee(s) to make timely payments. The Allottee(s) will also not be entitled to the refund of amounts paid towards interest on delayed payment in any of the above circumstances. The Allottee(s) clearly understands that timely payment of the payments due as per the Payment Plan opted is the most essential term.
13. If the Allottee(s), for any reason whatsoever cancels, or seeks to cancel the booking of the Unit after the issuance of the Allotment Letter, then the Company shall be entitled to forfeit ten percent (10 %) of total cost payable for the said Unit and return the balance amount, if any, without any interest.
14. Super area means the sum total of covered area of the Unit, including the area under its periphery walls, area under columns and walls plus proportionate share of total areas meant for common use and facilities.
15. The Allottee(s) hereby agrees that the Company shall have the right to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of his/her/their respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the Unit being made free of any encumbrances at the time of execution of its Conveyance Deed/ Sale Deed/ Transfer Deed, in favour of the Allottee(s) or his nominee. The Company/Financial Institution/Bank shall always have the first lien/charge on the Unit for all its dues and other sums payable by the Allottee(s) or in respect of the loan granted for the purpose of the development of the Project.
16. The Allottee(s) agree(s) that they have been informed and are aware that only written and signed commitments from authorized signatories of the Company will be honored and that oral statements or representations or commitments will not bind the Company and will not be relied upon by the Allottee(s).
17. Payment of maintenance charges by the Allottee shall be mandatory and non-payment of any of maintenance

charges within the time specified shall disentitle the Allottee(s) to the enjoyment of the common areas and other common services.

18. The Allottee(s) understands and acknowledges that views/designs/looks/details/features/facilities etc shown in the brochure (or similar document by whatever name called), if any, are of indicative nature only, and the final product may vary from the same and the Allottee unequivocally states that he/she/they has/have made the decision to book the Unit, without relying on any representation or information given or shown or depicted in any such brochure, or any other document other than the Application Form. All intending purchaser/s, including the Allottee(s) herein are bound to inspect all plans and approvals and visit project sites and apprise themselves of all plans and approvals and other relevant information. The relationship between the Company and the Allottee(s) will be governed strictly by the Application Form and the definitive agreements to be executed from time to time and not on basis of anything stated/mentioned/shown in the brochure or any other similar document.
19. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the Allottee(s) to the Company in respect of the Unit.
20. The Allottee(s) agree(s) that if due to any legislation, order, rule or regulation made or issued by competent legislature or appropriate Government or by RERA or by any other statutory authority; or if due to refusal, delay, denial, withdrawal or withholding of the grant of necessary approvals/permissions relating to the said Project by any Competent Authority(ies); or if by reason of any matters/issues relating to the said Project becoming subject matter of any litigation before any court of law; or if due to force majeure conditions, the Company after allotment, is unable to deliver the Unit to the Allottee(s), the Company shall refund the amount paid by the Allottee(s) without any interest, taxes or compensation whatsoever.
21. The Allottee(s) shall get his complete address registered with the Company at the time of allotment of Unit and further it shall be his/her/their responsibility to inform the Company by sending a letter Registered A.D. about any subsequent change in the address, failing which, all demand notices and letters shall be posted at the first address written in the Application, and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communications the Allottee(s) shall write the unit no. clearly.
22. In case there are joint Allottee(s), all communication shall be sent by the Company to the Allottee whose name appears first in the Application, at his/her given address, which shall for all purposes be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named joint Allottee(s).
23. The Allottee(s) clearly and unequivocally confirm(s) that in case remittances related to allotment/purchase of the Unit are made by non-resident(s) / foreign national(s) of Indian origin, it shall be the sole responsibility of the Allottee(s) to comply with the provisions of Foreign Exchange Management Act,1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the Application Form, or under the allotment letter or the definitive documents. Any implications arising out of any default by the Allottee(s), shall be the sole responsibility of the Allottee(s). The Company accepts no responsibility in this regard and the Allottee(s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee(s), subsequent to the signing of the Application Form, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws.
24. It is understood by the Allottee(s) that the Company is not required to send reminder/notices to the Allottee(s) in

respect of the obligations of the Allottee(s) as set out in the Application Form and those to be set out in the allotment letter and/or Agreement to Sell or any modifications thereof and the Allottee(s) is required to comply with/fulfill all such obligations on its own and pay the same forthwith on demand.

25. The Allottee(s) agrees that if the Government/ Concerned Authority imposes any charges, GST, levies, taxes, fees etc. in respect of any facilities, or additional cost of land whatsoever, the same shall be payable by the Allottee(s) proportionate to his/her/their share, as and when demanded by the Company.
26. Courts in Lucknow, U.P. alone shall have jurisdiction in case of any dispute.
27. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

Allottee/Co-Allottee

Date: