

PROVISIONAL ALLOTMENT LETTER

Dear Sir/ Mam,

I/We request that I/We may please be allotted a residential flat in "SHUBOTSAV HEIGHTS" at Khasra no. 42, Anaura, Faizabad Road, Lucknow.

I/We agree to abide by terms and condition of allotment as contained in this application form as well as brochure and any further amendments/ additions that may be made by the company from time to time. I/We agree to take registration of an undivided interest in the land with relation to this flat as determined and arranged by the builder as and when intimated, subject to the condition, that the flat will be construct by the said builder as per the Lucknow government authority approved plan and specified detail of the builder for the apartment I/we agreed to sign and execute as and when desired by the company the agreement for construction & buyer.

PARTICULARS OF FIRST/SOLE APPLICANT

Applicant's Name: -

Father s' / Husband NAME: -

Permanent Address: -

E-Mail ID:-

Date of Birth:-

Mobile no: -

Occupation: -

PAN:-

Residential Status: -

DATE: -

Place: -

Authorized Signatory
(Signature of Builder/Developer)

Signature of the applicants(s)
(Co-applicant)

PARTICULARS OF SECOND/ JOINT APPLICANT-

Applicants' Name:-

Father s' / Husband NAME:-

Permanent Address: -

E-Mail ID:-

Date of Birth:-

Mobile no:-

Occupation:-

PAN:-

Residential Status:-

DATE:-

Place:-

PARTICULARS OF PROPERTY BOOKED-

Flat no. Floor no: Flat type: Super Area of flat:

Rate per sq.ft: RS. - + G.S.T

Additional charges: Electrification +Power Back up + Car Parking Charges

Basic Sale Price of Flat: Rs.

DETAIL OF PAYMENT / BOOKING AMOUNT-

I enclosed herewith an amount of rupees INR. In Words: -

Cheque No. of Dated Amount

Cheque in your favour towards my booking/earnest money.

**** Note: cheque(s)/ demand draft(s)/ pay order(s) are subject to realization**

****This provisional allotment letter is valid only upon the clearance of the DD/Pay order/ cheque after presenting in bank else otherwise.**

DATE: -

Place: -

Authorized Signatory
(Signature of Builder/Developer)

Signature of the applicants(s)
(Co-applicant)

DECLARATION-

I/We hereby solemnly declare that the above particulars given by me/ us are true to the best of my-/ our knowledge and belief. I/We shall furnish any additional information(s) if required. In the event of any delay on my / our part to furnish any particulars desired by the builder. It shall be within the discretion of the builder to reject my / our application. The builder has no obligation or liability to allot me / us a flat. In the matter of any doubt or difficulty arising out of interpretation of terms and condition, I/We shall abide by the decision of the builder and it shall be final and binding on me / us. I/We further agree to pay the balance payment in accordance with the builder schedule of installment. I/We further understand that the timely payment is the essence of transaction and accordingly we will abide by the payment plan. I/We have read the contents relating to the terms and condition allotment in detail annexed here and hereby agree to abide fully by those.

DATE: -

Place: -

Authorized Signatory
(Signature of Builder/Developer)

Signature of the applicant(s)
(Co-applicant)

Payment Mode:- CLP-

As per Annexure A

Rs:-

*PLC- Preferential location charges, EC- Electrification charges, MSC- Maintenance security charges, IDC- Internal development charges furnished / semi furnished / unfurnished Rate Rs. _____, EDC- External development charges.

All payment to be made in favor of BALDAU BUILDWELL DEVELOPERS PVT.LTD. Payable at Lucknow only.

(a)- Housing loan can be arranged as per eligibility

(b)- Project approved by Lucknow Government Authority

FLAT NO.

1. FLAT RATE :-	<u>Rs.</u>
2. CAR PARKING CHARGES (Optional):-	Open- Rs. 30,000/- Covered- Rs. 1,00,000/-
3. PREFERENTIAL LOCATION CHARGES:-	<u>NIL</u>
4. MAINTENANCES SECURITY CHARGES:-	<u>AFTER POSSESSION</u>
5. ELECTRIFICATION CHARGES:-	<u>Rs. 20,000/-(Per Kva)</u>
6. EXTERNAL DEVELOPMENT CHARGES:-	<u>NIL</u>
7. INTERNAL DEVELOPMENT CHARGES:-	<u>NIL</u>
8. POWER BACK-UP:-	<u>Rs.15,000/-</u>

TOTAL- Rs. _____ + G.S.T + Additional charges only.

In words Rupees-

DATE: -

Place: -

Authorized Signatory
(Signature of Builder/Developer)

Signature of the applicants(s)
(Co-applicant)

TERMS AND CONDITIONS FOR ALLOTMENT OF Flat-

- 1.) The intending allottee(s) has applied for the allotment of a flat, with full knowledge and subject to all laws, by laws, notification and rules. Applicable to this area, which have been well explained by the builder and understood by him/her.
- 2.) The intending allottee(s) has fully satisfied himself/herself about the right and interest of the builder on the said land and the project and its limitation and in obligation in respect of the same.
- 3.) The intending allottee(s) has fully satisfied himself/herself about the genuineness of the title deed of the said land over which the multi- storied building will be built and there will not be any objection or investigation by the intending allottee(s) in this respect in future.
- 4.) The builder will construct the multi- storied building in accordance with the approved plan of Lucknow Zila Panchayat / Lucknow government authority as well as the specification of construction given in the brochure.
- 5.) However the builder shall have the right to effect suitable and necessary, and if there is any increase/ decrease in the areas the revised. Price will be applicable at the original rate at which the flat was booked. If for any reason the builder is not in a position to allot the flat applied for, the builder shall be responsible only to consider for any alternative property or to refund the amount deposited without any interest within a period of 45 days from the date of receipt of the application form. The area shown in saleable area. Refund policy is applicable only within 45 days of booking. After 45 days of booking the company is not liable for any refund.
- 6.) In future under any govt. clause builder has to sell flat on carpet area in that case total cost of the flat mentioned in allotment letter that cost would be divided by the carpet area of allotted flat and would be considered as basic sales price (BSP) of allotted flats. Other charges will be applicable as same.
- 7.) The builder is at absolute discretion and make such change / variation as may be required by the authorized concerned or otherwise. Deemed necessary or advisable by the builder itself but without substantially altering the dimension of the said flat/ floor area, car parking space to be built for the allottee.
- 8.) (a)- The intending allottee(s) shall not be entitled to get the name of his/ her nominee(s) substituted in his / her place without the prior approval of the builder, who may in its sole discretion permit the same on such terms as it may deem fit.

(b)- The intending allottee(s) shall not assign or transfer the undivided interest in the land, as well as the superstructure on it to come, till it is completed and without the prior written permission of builder.

DATE: -

Place: -

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9). All expenses, regarding the execution of sale deed of the undivided interest in the land, as well as the superstructure on it to come will be borne by the allottee.

10) Proportionate cost for the statutory requirement like firefighting equipment/ installation electric sub- station, external electrification individual service meter et. If any shall be payable extra by the intending allottee(s) over and above the price of the flat agreed for. Such proportionate expenses will be determined and intimated by the builder at its appropriate time. The intending allottee(s) shall pay these expenses in order to preserve the undivided common interest of the apartment within time.

11). In case buyer is not able to make payment according to payment plan/ delay the payment more than 30 day from date of demand raised by builder. Builder is free to impose interest of 18% per annum amount due till date.

12). The intending allottee(s) agrees to pay the total cost of the flat of 10,50,000/+G.S.T per payment plan it shall be incumbent on the intending allottee(s) to comply with these terms of payment. In case the installment are delayed the intending allottee(s) shall have to pay the interest on the amount dues as follow.

13). Up to 1 month delay from the date of outstanding amount 18% p.a even then if the intending allottee fails to pay the installment with interest the builder shall have the right to forfeit the earnest money deposited by him/her and the allotment shall stand cancelled and he/she will be left with no right or lien on the undivided interest in the land as well as flat. The amount paid over and above the earnest money shall be refunded to the intending allottee(s) without any interest after necessary deduction as decide by the builder. Such refund to amount is subject to the re-allotment of the said flat to some other allottee.

14). In case buyer wants to cancel his/her unit builder is free to impose interest on dues and penalty of 18% of total amount demanded till date. After deducting interest and penalty rest amount will be returned to the buyer by builder.

15). In case of cancellation of the booking or withdrawal by the allottee(s) / applicant, the money paid by the allottee/ applicant shall be refund back to him/her without any interest after 12% deduction as decide by the builder.

16). After allotment of the flat all taxes or charge whether levied during execution or in future by govt. or authority concerned on the land or on the building (as the case may be) shall henceforth be borne and paid by the intending allottee(s) only.

DATE: -

Place: -

Authorized Signatory
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Signature of the applicants(s)
(Co-applicant)

17. (a)- Each intending allottee is bound to be a member of the society/ association paying the membership fees to be fixed by the builder initially and the allottee has also to pay an advance against the maintenance charge calculate per sq.ft per monthly basis for a minimum period of six month, before handing over the flat, irrespective of the fact that the physical possession has been taken or not the builder shall hand over all the service to the local bodies or society or association formed with all co- owner of the multi-storied building.

(b)- The allottee has to furnish an affidavit / sign the handed over/ taken over form with relation to his flat as per the standard format of the builder before taking possession of the building.

18). Construction, specification and facilities covered for the apartment are mentioned in the brochure as well as in the plan any additional work, or them. If desired, by the buyer should be intimated well in advance. Such acceptance is purely at the discretion of the builder and may be carried out with additional cost.

19). The bill amount shall be prepared and determined by the builder for such extra work based on the prevailing price at the time of execution.

20). In the event of delay in completion, or in the delivery for possession of the said unit, by reason or non availability of labour, steel, cement, water etc. or by reason of bar, civil commotion, natural calamities etc. or due to any act of God or due to any difficulty or impossibility arising from any govt.. Ordinance, legislation or notification or order by the govt. or local authority etc. the builder will not be held responsible in any manner.

21). Lucknow courts alone shall have jurisdiction in all matter arising out of and/ or concerning this transaction.

22). The intending allottee(s) shall get his /her complete address register with the builder at the time of booking and it shall be his/her responsibility to inform the builder by registered A/D letter about all subsequent changes. If any in his /her address failing which all demand notice and letter posted at the first registered address will be demand to have been received by him/her at the time when these should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.

23). The allotment of flat is entirely at the discretion of the builder and the builder has the right to reject any offer without assigning any reason thereof.

DATE: -

Place: -

Authorized Signatory
(Signature of Builder/Developer)

Signature of the applicants(s)
(Co-applicant)