

ALLOTMENT LETTER

Ref. No.:

Date:

To,
Mr/Mrs./Ms.
(R/o).....
Mobile number :
Aadhar Card No.:
Email ID:

Subject: Your request for allotment of residential/commercial unit in “Metro City” situated at Araji No. 827,828,829,835 Ganeshpur, Pargana Shivpur, Varanasi-221003.

Dear Sir/Madam,

Congratulations on becoming a member of Kartikey Developer family!

1. Allotment of the said unit:

We have the pleasure to inform that you have been provisionally allotted following residential/commercial premises bearing No. _____ admeasuring Super area _____ Sq. Mtrs situated on _____ floor in Block _____ (hereinafter referred to as “the said unit”) in our Group Housing residential project “Metro City” being developed on land bearing Araji No. 827,828,829,835 and situated at Village Ganeshpur, Pargana Shivpur, District Varanasi-221003 for a total consideration of Rs. ____ in figures ____ (Rupees. ____ in words ____ only) exclusive of GST, stamp duty and registration charges.

2. Allotment of parking space(s):

Further we are pleased to inform you that you have been allotted along with the said unit, parking space at _____ open/stilt car parking unit bearing No. _____ admeasuring _____ sq. ft. on the terms and conditions as shall be enumerated in the agreement to sale to be entered into between ourselves and yourselves.

3. Receipt of part consideration:

We confirm to have received from you an interest free amount of Rs. (Rupees. ____ in words ____ only), as registration fee on ____ dd/mm/yy ____, via below bank account details and you shall pay to us the balance amount of Rs. ____ in figures ____/- (Rupees ____ in words ____ only) as per the Payment Schedule that will be recorded in “Agreement to Sale”.

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS LETTER FOR PROVISIONAL ALLOTMENT OF A UNIT IN 'METRO CITY'- A GROUP HOUSING PROJECT SITUATED AT Araj No. 827,828,829,835 Village Ganeshpur, Shivpur, Varanasi-221003 (U.P., India)

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the "Agreement to Sale" which upon execution shall compliment /supersede the terms and conditions set out in this allotment letter. The Applicant(s) / Intending Allottee(s) has applied for allotment of a residential / commercial unit with full knowledge of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Developer and understood by him/her/them.

A. TITLE:

1. The residential Group Housing project known as 'METRO CITY' is being developed by M/s.Kartikey Developers (hereinafter referred to as Developer) on land bearing Araj No. 827,828,829,835 and situated at Village Ganeshpur, Pargana Shivpur, District Varanasi-221003 (U.P.), India. Copy of the related documents has been read/perused/fully understood by the applicant(s)/ intending allottee(s), who has fully satisfied himself/herself/themselves with the contents of the same.
2. The Intending Allottee(s) has satisfied himself/herself/themselves about the interest and title of the Developer in the land on which the said Project / Unit is being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her/them in this respect.

B. ALLOTMENT:

1. It is agreed that the possession of unit may not be given by the Developer to the allottee(s) before all payments/dues/taxes/duties etc. are cleared by the allottee(s) at the time of execution and registration of the sale deed.
2. Notwithstanding anything contained in this allotment letter, the Applicant(s) understand that the allotment will be considered as valid, enforceable and proper only on realization of the amount tendered with this document.
3. That the amount remitted by the Intending Allottee(s) in favour of the Developer is only towards the request for allotment of a residential/commercial unit in his/her/their favour. The amount remitted is without any rights in favour of the intending Allottee against the Developer.
4. That I/We (Applicants) shall be liable / responsible for any payment made from any third party account and / or any right created there from and the Developer shall have no liability in this regard.

C. DISCLOSURES OF INFORMATION:

The intending Allottee(s) has seen and accepted following information namely: -

The sanctioned plans, layout plans approved by the competent authority specifications of the project, future plans relevant to the said project and payment schedule.

Furthermore, intending Allottee(s) has the specific knowledge that the plans, designs, specifications, measurements, dimensions, location of the said Unit and /or said Building, floor plans, roads and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Developer, as it may deem fit and also subject to changes/modifications by the Competent Authority.

D. CORRESPONDENCE:

The intending allottee(s) shall get his/her/their complete address registered with the Developer at the time of booking and it shall be his/her/their responsibility to inform the Developer by registered letter about all subsequent changes, if any in his/her/their address. In the case there are joint intending allottee(s), all

Applicant

Co-Applicant

communication shall be sent by the Developer to the intending allottee(s) whose name appears first and at the address given by him/her/them which shall for all purpose be considered served on all the intending allottee(s) and no separate communication shall be necessary to the other named intending allottee(s) and the intending allottee(s) has agreed to this condition of the Developer.

E. FINANCIAL:

1. All payments towards the consideration of the said unit as well as of the garage(s)/covered car parking space(s) shall be made by you in favour of KARTIKEY DEVELOPERS, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the "Agreement to Sale" to be entered between us. Interest at the bank lending rate not exceeding 18% per annum will be levied on the delayed payments.
2. In case of non-payment of two consecutive instalments or delay in payment for more than 30 days from the schedule mentioned and agreed at the time of booking/allotment of the unit, the Developer shall have the right to cancel the booking /allotment/Unit Buyer Agreement, and the intending allottee / purchaser would be entitled to get back the total money so paid by him without any interest but with a deduction of 10% of the total consideration value hereafter referred to as "Earnest Money" of allotted unit for incidental expenses as well as interest towards late payment of instalments. Further, the discretion for accepting the delayed payment with interest shall exclusively be that of the Developer.
3. Since the construction of Unit/Building depends on timely payment of instalments, delay in payment of any of the instalment by the intending Allottee will result in delay in possession for which the Developer will not be responsible. The intending Allottee shall not be entitled for any penalty/compensation from the Developer for delayed possession on account of delay in payment of any of the instalment by him/her/them.
4. In the event of cancellation of unit, the intending allottee shall have no right, lien or interest on the said Unit and the Developer shall have the sole right to sell the said Unit to any other person in its sole and absolute discretion. In case the intending allottee wants to surrender the allotment, for any reason whatsoever at any point of time, then the Developer, in its sole and absolute discretion, may cancel/ terminate the Allotment Letter/ Agreement to Sale and after forfeiting the Earnest Money for incidental expenses as well as interest towards late payment of instalments, may refund the balance amount without any interest and compensation whatsoever.
5. The intending allottee(s) agree to pay to the Developer extra charges on any additional facility provided by the Developer in future during construction.
6. Total consideration mentioned does not include: expenses for stamp duty etc. for execution of any legal document such as Agreement to sale/ Sale Deed, Registration Charges, Legal fees, Service Tax, VAT, GST or any other third party/ statutory taxes, fees, charges, etc. or any other Indirect Tax, if any, imposed on the Builder/Developer/Promoter, in future, by the government, and shall be paid by the allottee, in addition to the 'Cost of Unit and other charges 'signed and agreed in the Allotment Letter/ Agreement to Sale.

F. POSSESSION:

1. That the vacant and actual physical possession of the said unit shall be delivered by the Developer to the Intending Allottee(s) at the time of execution and registration of the sale deed subject to after receiving all the dues/ charges/levies/ duties and taxes with respect to the said Unit covered by Allotment Letter / Agreement to sale or any other agreement or documents executed between the 'The Intending Allottee' and 'The Developer' as agreed by the 'The Intending Allottee' to 'The Developer'.
The Developer shall inform the Allottee to take over the possession, occupy and use the said Unit. Within the stipulated time mentioned in such notice the said unit shall be handed over to the Allottee for his/her/their occupation and use subject to the Allottee having complied with all the terms and conditions of the agreement to sale and is not in default under any of the terms and conditions and has complied with all the provisions, formalities, documentation etc. as may be prescribed by the Developer in this regard. The Allottee shall within the stipulated time in the notice, take over the possession of the said unit by executing necessary indemnities, undertakings, documentation and making payment of all the dues /charges /taxes. Any delay by

Applicant

Co-Applicant

the Allottee(s) in taking the possession after 30 days from the possession due date mentioned in such notice / offer of possession letter, Maintenance Charges, other charges /property tax etc. shall be paid by the allottee to Developer/Maintenance Agency/Government Agencies from the possession due date and the said Unit will be handed over to the Allottee(s) on 'as is where is' basis. The Allottee(s) further agree not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.

2. The Intending Allottee shall, before or after taking possession or deemed possession of the said Unit, as the case may be or at any time thereafter, have no objection to the Company constructing or continuing with the construction of Project Buildings or other building(s) adjoining the Unit sold to the Intending Allottee.

G. MAINTENANCE:

1. The Intending Allottee(s) upon completion of the said Unit agrees to enter into a separate maintenance agreement with any Association/Body of Unit owners or any other nominee/Agency/Association(s) or other Body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/nominated by the Developer from time to time for the maintenance and upkeep of the said Project and the Intending Allottee undertakes to pay all the maintenance bills as raised by the Maintenance Agency from the date of completion of unit / offer for possession / actual possession / sale-deed, whichever is earlier irrespective whether the Intending Allottee is in occupation of the Unit or not. In addition to above the intending allottee shall deposit non-refundable Interest Free Maintenance Security (IFMS), calculated on Super Area of the Unit as the case may be, with the Developer or its nominated Agency as and when demanded by them.
2. The Allottee(s) will neither himself do nor permit anything to be done which damages common areas / adjoining Flats or violates the rules or bye-laws of the Local Authorities or the Association of the Allottee(s). The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Developer may recover the expenditure incurred in the rectification from the allottee(s) said Security along with liquidated damages equivalent to such amount incurred. In case said Security is insufficient to meet such expenditure or losses then the Developer shall be entitled to raise demand against it which shall be strictly payable by the allottee(s) within 30 days of such demand. However, in such an event Allottee(s) shall make further payment to maintain required balance of said Security as applicable. The Allottee(s) shall always keep the Developer and its representatives indemnified in this regard.

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents/terms and condition of this allotment letter and disclosures. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter. Furthermore, I/We declare that the information provided by me regarding identity/address/other details are true and correct and nothing has been concealed there from. The allotment terms and conditions whereof shall ipso-facto be applicable to my / our legal heirs and successors.

Date:

(Signature).....

Place:

(Name).....

(Allottee/s)