

LETTER OF ALLOTMENT

DATE: ____/____/2019

To,

Subject: Allotment of Residential Apartment No. _____ in the Project known as " Leela Orchid Greens", situated at " _____".

Dear Sir,

We thank you for your interest in our project for a residential Apartment. We appreciate you taking the time to apply for this *vide* Application dated _____. It is indeed our pleasure to inform you that pursuant to the said application form, we are pleased to allot _____ residential Apartment in our project.

The details of the residential Apartment allotted are detailed as under:

Residential Apartment No.	
Tower/ Block/Building No.	
Floor	
Type	____EHK
Super Area (In sq. feet)	
Carpet Area (As per RERA) (In sq. feet)	
Common Area (In Sq. feet) (on pro rata basis)	
Covered (Car Parking) No.	As Applicable
Area of Car Parking (in sq. feet)	As Applicable
BASIC COST(Exclusive of Taxes)	
Price for Covered/ Car Parking	As Applicable
Preferential Location Charges (PLC)(Exclusive of Taxes)	
External Development Charges(EDC)	
Infrastructure Development Charges (IDC)	
Taxes including GST and other charges (12% on Basic Cost & 18% on PLC)	
TOTAL COST OF SAID APARTMENT(Inclusive of Taxes)	INR
Rate per sq. feet of the said Apartment (Carpet Area)	

Terms and Conditions:

1. Parallel to the issuance of this Letter of Allotment, the Allottee has paid / shall be liable to pay at least ten percent of the total cost of said residential Apartment as earnest money together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being of the essence.
2. The Allottee shall, in relation to the residential Apartment, make all payments to the Developer from his own bank account/resources only and not from and through the bank accounts of any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the residential Apartment shall be issued in favour of the Allottee only.
3. The Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Buyer Agreement to be executed separately between the Developer and the Allottee(s), including timely payment of amounts stated hereunder.
4. That the Purchaser(s) shall from time to time sign, all application papers, documents, maintenance documents and all other relevant papers as required in pursuance to this transaction and do all the acts, deeds and things as the Developer may require for safeguarding the interest of the Developer and other Purchaser(s) in the complex.
5. **PARKING SPACE-**
The Allottee(s) shall have a right to use the parking space only for its own purpose and shall not be able to sublet/ lease the same to anyone else and the same shall stand automatically transferred with sale of the said residential Apartment. The exact space allotted for the parking to the Allottee(s) shall be specified at the time of possession only. The parking space allotted shall be used only for the parking of vehicles and in no way can be used for any other purposes like store house, running a temporary shop like Photostat etc. and in case any inhabitant or any other person is found misusing the same, the [Developer/ Association of Allottees/ Maintenance Agency] reserves the right to stop any or all of its services being provided to the Allottee(s) or anyone claiming through him/ them including the tenant under common amenities or even to resume the apartment allotted to him/ them in case such misuse is continued for more than 30 days of its written intimation to the Purchaser(s).
6. **CHANGES IN APARTMENT, LOCATION, AREA ETC.-**
If considered necessary by the Developer, there are any changes in the location, No. of preferential locations, number, boundary or area of the said apartment, such change in the area shall inter-alia entail proportionate increase or decrease in the consideration of the built up Apartment/ flat at the original rate at which the Apartment was booked a supplementary document may be executed with the Purchaser(s) which Purchaser(s) shall be bound to execute.
7. **POSSESSION-**
 - (i) The possession of the apartment shall be handed over within the time period as committed while signing the Buyer Agreement, the details of which shall be mentioned in therein to be executed in this respect during the course of business.
 - (ii) Date of offer of possession would be the date on which the letter regarding the offer of possession is sent to the Purchaser(s) by the Developer herein on the address as declared by the Purchaser(s) in the Application form and Buyer Agreement executed or any other address as may be communicated by the Purchaser(s) in writing through registered post or by hand or through general publication in the newspaper or through any kind of electronic media i.e. through e-mails as provided by the Purchaser(s) in the application forms etc. and in case of non-acceptance of the Letter of offer of possession or non-payment, the Developer shall be well within its right to deduct the necessary Maintenance charges from the Interest Free Maintenance Security (IFMS) of the Purchaser(s) as paid in accordance with the Maintenance agreement.
 - (iii) It is agreed that the Developer shall also be entitled to reasonably extend the delivery of possession of the Residential Apartment on account of any default or negligence attributable to the Purchaser(s) fulfilment of conditions as mentioned in the present Allotment Letter, Buyer

Agreement, to be executed and Offer of Possession which shall be issued in the due course as per the terms of the Buyers Agreement.

- (iv) While obtaining the possession of the property, the Purchaser(s) shall not be entitled to raise any kind of dispute or question about the completion/ occupation of the complex which shall be totally separate matter viz. a viz. the handing over of the possession of the residential Apartment to the Purchaser(s) and possession shall be handed over to the Purchaser(s) at once or in phases as per the discretion of the Developer herein in the larger interest of the Complex and the Developer shall be able to charge the maintenance charges from the date of offer of possession from the Purchaser(s).
- (v) That neither the Purchaser(s) nor any of his/her representative shall be entitled to visit the site of the Complex without prior permission of the Developer and that too at his sole discretion before the offer of the possession by the Developer and as such shall not be entitled to alter or change anything which has been standardized as per the plans already shown and agreed upon by him while entering into legal relationship with the Developer.
- (vi) That the Developer shall give notice to the Purchaser(s) about the date on which the Developer would be handing over the possession of the residential Apartment to the Purchaser(s) which shall apply only in case all the payments timely due from the Purchaser(s) have been received on time by the Developer. The Purchaser(s) shall himself or through its attorney take delivery of the residential Apartment within two months from the issuance of notice of possession and after issuance of the no-dues certificate. In the event the Purchaser(s) fails to accept and take delivery of the residential Apartment within such time as may be notified in the notice, the delivery of the residential Apartment shall be deemed to have been taken by the Purchaser(s) on the date indicated in the notice and holding charges shall become applicable. Upon taking the delivery of the residential Apartment, the Purchaser(s) shall not be entitled to put forward any claim against the Developer in respect of any item of work for any reason what so ever.
- (vii) On failure of the allottee to pay the instalment, apart from paying the interest on the delayed amount, the possession of the residential Apartment shall be extended to the extent of period of delay in paying the defaulted amount.

8. MAINTENANCE-

- (i) The Purchaser(s) hereby agrees & undertakes that it shall enter into separate detailed maintenance agreement with the maintenance agency appointed or nominated by the Developer or the association of persons as shall be formed by the occupants of the project, which shall clearly spell out the detailed terms & conditions upon which the said common areas shall be managed for the maintenance of the common areas of the Complex.
- (ii) The Purchaser(s) undertakes to become a member of the Association of Allottees and shall continue to pay the Maintenance charges as determined by the said Association from the date of offer of possession by the Developer whether the possession is actually obtained or not by the Purchaser(s) and irrespective of whether the residential Apartment is occupied at any time or not. Any such Association and/or Society shall be formed at the behest of the Developer only and shall be only one in number for the entire project herein and without the consent of the Developer, no Purchaser(s) shall be entitled to form or register the Society/Association of the residential Apartment owners. Any such Society as may be formed shall not be binding on the Developer or other residents of the Complex.
- (iii) Till such time the aforesaid Maintenance Society/ Association of Person etc. is formed, the Developer shall function as the Maintenance Society with all rights of the Maintenance Society
- (iv) Also, it is clearly mentioned here that the Developer shall be well within its rights to hand over the entire maintenance of the said complex project to the occupants of the said complex/project upon the completion of the project and occupants shall be bound to constitute one maintenance society which can obtain the necessary authority and charge from the Developer whereupon the Developer shall be finally and fully relieved of its responsibility to maintain the said complex as per the law applicable.

9. ALLOTTEE(S) RIGHT OF TRANSFER

- (i) The Purchaser(s) can assign, transfer, lease or part with possession of the said residential Apartment with the prior consent to the Developer. In such an event, except sale, it shall be the responsibility of the Purchaser(s) to continue to pay the charges pertaining to the said residential Apartment of whatsoever nature payable under this Agreement to the Developer. The Purchaser(s)

undertakes that he/ she shall not divide/sub-divide the said residential Apartment in parts without the prior consent of the Developer, except the partitions, additions, and alterations as provided in the Agreement.

- (ii) The Purchaser(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said residential Apartment, without taking 'No Dues Certificate' from the Developer/ Association of Allottees/ Maintenance Agency regarding the maintenance charges payable for the Services as and when applicable.
- (iii) The Purchaser(s) cannot transfer the registration, booking or allotment in favour of a third party unless and until 10% of the price has been paid against the said residential Apartment and approved by the Developer, who may at its sole discretion permit the same on payment of transfer charges as fixed by the Developer which have been fixed at **INR 1,00,000/- +GST as applicable** of the said residential Apartment carpet area. Apart from this the proposed purchaser shall also be liable to pay all the administrative charges as may be fixed by the Developer from time to time and both the earlier allottee and the proposed purchaser shall be required to sign and submit inter-alia affidavit/ undertaking/ indemnity bond, request for transfer or any other document and would be required to clear all dues till that date to both the Developer and Maintenance society. The Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such sale/transfer.
- (iv) It is specifically made clear to the Purchaser(s) that as understood by the Developer at present there are no instructions/directions of the competent authority to restrict any nomination/transfer/assignment of the allotted residential Apartment. However, in the event of any imposition of such instructions/directions at any time after the date of this application to restrict nomination/ transfer/ assignment of the allotted said residential Apartment by any authority or payment of the stamp duty or any other charges through any order, the parties i.e. both the Developer and the Allottee have to comply with the same and the Purchaser(s) has specifically noted this and shall abide by the same.
- (v) It is further agreed by the Purchaser(s) that he shall make sure that in the event the said residential Apartment is transferred/sold or the Purchaser(s) gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which the Developer requires necessary for safeguarding its interest in the Complex and the residential Apartment to the full satisfaction and in accordance with the formats of the Developer.

10. CHANGE OF NOMINEE

That every Purchaser(s) shall be mandated to provide the name of his/her nominee of the residential Apartment being allotted to them and the Purchaser(s) shall be fully entitled to get the name of his/her nominee substituted in his/her place, with prior approval of the Developer provided the Purchaser(s) has paid at least 50% of the total sale consideration and cleared all dues till that date to the Developer along with any penal charge, if any applicable, who may in its discretion permit the same on such conditions as it may deem fit and proper keeping in view the guidelines issued by the Authority.

11. SAFEGUARDING OF INTEREST

That the Purchaser(s) shall from time to time sign, all application papers, documents, maintenance documents and all other relevant papers as required in pursuance to this transaction and do all the acts, deeds and things as the Developer may require for safeguarding the interest of the Developer and other Purchaser(s) in the complex.

I would like to take this opportunity to thank you for the trust that you have reposed in **Leela Orchid Greens** of M/s **Leela Residencies Pvt. Ltd.**, and assure you of your best services at all times.

Thanking you and assuring best services from our side as committed.

For _____

(Authorized Signatory)

I/We do hereby accept the terms & conditions as stated hereinabove in toto & shall adhere to the same completely.

