

Ref...

Dated

ALLOTMENT LETTER

To,

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This has reference to your application dated _____ M/s ADITYA REALITY is pleased to allot you **Villa no _____** in SIGNATURE GREENS situated at **Khasra No. 87 & 88 Kha** situated at village **Allu nagar diguria pargana & Tahsil and Distt. Lucknow**

This provisional allotment is subject to the fulfillment of terms and condition as detailed below which shall prevail over all other terms & conditions given in our brochures, advertisement, price lists & any other sale documents as well as overrides any other previous communication.

This letter is made this ____ Day of _____

BETWEEN

M/s ADITYA REALITY Having its Registered Office at **Flat No-4C,4th Floor,Saubhagya Apartment,14 Vishnupuri Colony,Church Road Lucknow-226020**, Working office at **Shri Krishna Fort Apartment 2nd floor near Nissan showroom faizabad road chinhat lucknow**. (First Party/Firm)

AND (Allottee/s)

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For **Villa no. _____** in SIGNATURE GREENS Area _____ **Sq.Ft(As per attached approved map)** measuring about situated at **Khasra No. 87 & 88 Kha** situated at village **Allu nagar diguria pargana & Tahsil and Distt. Lucknow**

S.No	Particular	Amount
1	Cost of Villa No-	
2	EDC Charges	
3.	ETC (Electricity Transformer Charges)	
Total Cost of Villa		

Note: Those due dates for payment of installment are projected dates. In case of any change in the said date, the same shall be informed to the Allottee/s accordingly and that date shall be reckoned as due date for all purposes. In case of non-payment of installment, the interest @ 2% per month or any part of a month shall be calculated and charged from due date of payment till the date of actual payment.

POSSESSION OF THE VILLA: Possession is expected to be handed over on the due date of possession as mentioned in the Sale Brochure or on the date of payment of the entire cost of the Villa's and Facility Charges, Registration charges and any other charges as may be intimated by the Firm, whichever is later.

TERMS AND CONDITIONS

This Allotment is made

Between

M/s ADITYA REALITY. Having its Registered Office **Flat No-4C, 4th Floor, Saubhagya Apartment, 14 Vishnupuri Colony, Church Road Lucknow-226020** Working office at **Shri Krishna Fort Apartment 2nd floor near Nissan showroom faizabad road chinhat lucknow.** (First Party/Firm)

AND

.....

(Hereinafter referred to as the ALLOTTEE/S which expression shall include his/ her / their respective legal heirs, successors, executors, permitted transferees and permitted assignees) of the Other Part

WHEREAS the Firm is developing a Residential Row houses in the name and style of “**SIGNATURE GREENS**” situated **Allu nagar diguria pargana & Tahsil and Distt. Lucknow**

AND WHEREAS the Firm is the process of making necessary Allotments to the applicants of the Villa's and a Allotment Letter is being executed incorporating the details as in the application, terms and conditions of which shall form integral part of this Allotment unless superseded, directly or indirectly, by anything contained in the Allotment.

If second party fails to make the payment of installments within the time prescribed in accordance with the payment schedule as provided than interest @ of 2% per month on the amount of installment will be charged on per day basis. On default of the two successive installments the allotment of the Villa's will stand cancelled.

NOW THIS ALLOTMENT WITNESSETH AS UNDER:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions:

"Allotment" shall mean the allotment of the Demised Premises to the Allottee pursuant to his attesting the Application Form at appropriate places and Firm with the terms of the Terms & Conditions (as defined hereinafter);

"Allottee" means the Applicant(s) who by signing the Application Form for allotment in the Firm Standard Form, has/have applied for allotment of the Demised Premises (as described in detail in the Application Form) and have agreed to abide by the terms and conditions hereof by attesting the Terms & Conditions (as defined hereinafter). The term "Allottee" shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include his/their representatives, successors, executors and permitted assigns;

"Application Form" shall mean the application form for allotment of the Demised Premises referred to in the title of these Terms & Conditions and attested at appropriate places by the Allottee(s) / Applicant(s);

"Firm" means M/s ADITYA REALITY, a Partnership Firm having its Registered Office Flat No-4C, 4th Floor, Saubhagya Apartment, 14 Vishnupuri Colony, Church Road Lucknow-226020, Working office at Shri Krishna Fort Apartment 2nd floor near Nissan showroom faizabad road chinhat lucknow unless repugnant to or inconsistent with the context, be construed to mean and include its successors-in-interest and assigns;

"Consideration" shall have the same meaning as described under Clause 3 herein below;

"Demised Premises" means one Villa's at “ **SIGNATURE GREENS**” situated at **Khasra No. 87 & 88 Kha** situated at village **Allu nagar diguria pargana & Tahsil and Distt. Lucknow**, having a Super Area, layout, specifications and location as per the Application Form, for the allotment of which the allottee has made on application to the Firm in its Standard Application Form;

"Booking Money" means the specified as Booking Amount in the Application Form;

"Villa's shall mean the properties that are the subject matter of the *Sale Deeds*;

"Government Authority" means any governmental, statutory, departmental or public body or authority, including courts of competent jurisdiction;

"Law" means any statute, notification, circular, bye laws, rules and regulations, directive, guidelines, ordinance, order or instruction having the force of law enacted or issued by any Governmental Authority, whether in effect as of the date of this Agreement or thereafter;

"Parties" shall mean the Firm and the Allottee and "Party" shall refer to any one of them;

"Person" includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, society and a natural person in his capacity as trustee, executor, administrator, or other legal representative;

"Plan" includes the plan for construction and development at **"SIGNATURE GREENS"** situated at **Khasra No. 87 & 88 Kha** situated at village **Allu nagar diguria pargana & Tahsil and Distt. Lucknow** as approved by the ZILA PANCHAYAT LUCKNOW (Governmental Authority), building plan of the Demised Premises, the layout plan and the location plan attached to the Provisional Allotment Letter (as defined hereinafter);

"Provisional Allotment Letter" A provisional Allotment Letter which may be issued by the Firm to the Allottee upon the Allottee making a request for Allotment of the Demised Premises and agreeing to abide by the Terms & Conditions of Allotment;

"Representatives" shall include the Partner's, officers, employees, agents, consultants, advisors, or other representatives, including legal counsel, accountants technical and financial advisors or such Person and also includes the Representatives of the Representatives of any person;

"SIGNATURE GREENS".shall mean Residential Group Housing being developed at Allu nagar diguria pargana & Tahsil and Distt. Lucknow Constructed on Builder Agreement Land Khasra No. 87 & 88 Kha situated at village Allu nagar diguria pargana & Tahsil and Distt.. Lucknow on Dated 21/04/2012 by builder's agreement. Which is duly registered at the office Sub Registrar IInd on book No. 1 Zild No.12414 Page No. 193 to 300, Document No. 7051 on dated 21/04/2012.

"Terms & Conditions" shall mean these Terms & Conditions of allotment of the Demised Premises;

If any charges demanded by any of the development authority. it will be payable by the purchaser of Villa's. Builder is not liable for it.

"GST @ 12% is chargeable as per government rules..

"Cancellation" means if the allottee(s) wants to cancel the aforesaid unit would be charge 10 % as cancellation charge.

"Third Party" means land owner other than the Allottee(s) or the Firm.

FIRST PARTY

For Aditya Reality

(Partner)

SECOND PARTY

