

To.

Mr.

Address..

Mob. No .:.....

Email ID:

Sub: Allotment of Unit no..... on Floor . CELESTIAL of project" Situated at Celestial GH-18 Gomtinagar ,Baghamau,Shalimar Oneworld Lucknow 226001

Dear Sir/Madam,

With reference to your application for allotment of a Unit in our **project "CELESTIAL at - Celestial GH-18 Gomtinagar ,Baghamau,Shalimar Oneworld Lucknow 226001** please find enclosed the Allotment letter.

Kindly go through the same and provide us the acknowledgement duly signed by you within 30 days from the date of issuance of this letter.

For any further details please feel free to write us at **customer@abhyudayainfra.com**

Thanking you,

Yours faithfully,

For ABHYUDAYA HOUSING AND CONSTRUCTION PVT LTD

(Authorized Signatory)

ALLOTMENT LETTER

To.

Mr.

Address..

Mob. No .:.....

Email ID:

Dear Sir/Madam,

With reference to your application form no. ____ dated _____ for the allotment of aflat, we are pleased to allot you Unit no. measuringsq.ft. on Floor of Tower **CELESTIAL of project"Celestial -Situaded at Celestial GH-18 Gomtinagar,Baghamau,Shalimar Oneworld, Lucknow 226001**

This allotment is subject to the terms and conditions detailed below and shall prevail overall other representations, assurances, orally or otherwise given in the brochures, advertisement, price-lists and any other document and the same shall be binding upon the Allottee/s and the promoter-company.

For ABHYUDAYA HOUSING & CONSTRUCTION PVT LTD

(Authorized Signatory)

Date:

To.
Mr.
Address..
Mob. No .:.....
Email ID:

Sub: Allotment of Unit no..... on Floor . CELESTIAL of project" Situated at Celestial GH-18 Gomtinagar ,Baghamau,Shalimar Oneworld Lucknow 226001

Congratulations !!!

We are delighted to inform you, that you have been allotted a Unit/Flat bearing no..... on ___ **Floor**, in Tower **CELESTIAL** having tentative carpet area of Sq.Ft. and exclusive balcony area of built-up area **Sq.Ft.** ("Unit"), against your Registration/Application dated ("Application Form"), in our residential project named as "CELESTIAL" ("Project") in accordance with terms and conditions of said Application form and this Allotment Letter.

The allotment of the said unit/flat is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Agreement for Sale and any other document, required to be signed with you for the purpose of sale, including timely payment of total payable amount and other payments as per the payment schedule, mentioned in this Allotment Letter.

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A FLAT/UNIT IN THE RESIDENTIAL PROJECT NAMED "CELESTIAL":

1. The Project is a residential project known as "CELESTIAL", and has been registered with the Real Estate Regulatory Authority("Authority") on date and the Project's Registration Certificate No. Is The details of the Promoter and the Project are also available on the website (www.uprera.in) of the Authority as required under real Estate (Regulation and Development) Act, 2016 ("Act").
2. The basic sale consideration of the Unit is **Rs.**
3. The Basic Sale Consideration of a Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits etc, (herein-after referred to as "Additional Payments"):

Additional Charges	Amount
EXTERNAL DEVELOPMENT CHARGE	
EXTERNAL ELECTRIFICATION CHARGES	
FIRE FIGHTING EQUIPMENT COST	
POWER BACK UP CHARGES (@25000 PER KVA	

CLUB MEMBER CHARGES	
IFMS	
GST	

Advance maintenance charges Rs..... (To be communicated and Demanded at the time of offer of possession)
Electrical sub meter charges Rs..... (To be communicated and Demanded at the time of offer of possession)
Legal charges Rs..... (To be communicated and Demanded at the time of offer of possession)

4. The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit aggregates to Rs..... (hereinafter referred to as "Total Payable amount").It is specifically clarified that the IFMS & GST will not be part of the sale consideration for the purposes of registration of the sale deed, and the said amount will be separately payable by the allottee at the time of _____.
5. The Allottee(s) is/are aware that the total payable amount is inclusive of the booking amount, GST, Cess or any other similar taxes levied in connection with the Project, up to the date of handing over of possession of the Unit, maintenance charges, cost of internal/external development charges and the cost of providing facilities, amenities, specifications within the said Unit and the Building/Project as specified in.
6. The Allottee(s) shall also be liable to pay maintenance deposit and charges, documentation charges, stamp duty, registration charges and any other charges, applicable at the time of registration of the Agreement for Sale, and Sale Deed, etc., in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). IFMS shall be transferred to the Promoters or its nominee at the time of conveyance of common areas and facilities of the Project.
7. The Allottee(s) shall pay total payable amount of Unit, less booking amount ofstrictly in accordance with the Payment Plan annexed herewith, through account payee cheque/demand draft, banker's cheque or online payment (as applicable) in favour of Abhyudaya Housing and Construction Pvt Ltd', payable at Lucknow. The receipt would-be valid only after realization of the said cheque/bank draft and effect of credit in the account of the Promoter.
8. The total Payable Amount is escalation-free, save and except increases, which theAllottee(s) agrees to pay, due to increase on account of development charges,

like water supply connection charges, including its deposit and infrastructure cost or electricity supply connection charges including its deposit and infrastructure cost etc. payable to the competent authority and/or any other increase in charges which may be levied or imposed or increased, by the competent authority from time to time, till the date of handing-over of possession.

9. The Promoter shall periodically intimate to the Allottee(s) about the installment/amount payable and the Allottee(s) shall make the payment within the time and in the manner specified therein. Time in respect of the payments of all/ any amounts payable under the payment schedule, is of essence of the contract.
10. The Promoter shall have the right to adjust/appropriate the instalment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the total payable amount.
11. The Allottee(s) shall make all payments due from his/her bank account(s). The Promoter shall not accept any payment/remittances made by third party on behalf of Allottee(s). Third party payments can be accepted by submitting Third Party declaration and PAN Card copy of payee and other document as may be required by the Promoter for verification and proof.
12. The Promoter has been sanctioned electric load by the Madhyanchal Vidyut Vitran Nigam Ltd. (MVVNL) on the basis of a multi-point metering system. The Allottee(s) shall be required to obtain electric connection separately for its Unit/Flat from the Promoter and according to which electric connection/supply shall be provided by Promoter through prepaid meter and proportionate security deposit will be borne and paid by the Allottee(s).
13. The Allottee(s) shall also be liable to pay the proportionate electricity charges for the common areas, to the Promoter till such time the Resident's Association is formed and the maintenance of the building is handed over to them.
14. All taxes, levies or assessments, falling due as well as proportionate common electric charges and water charges, from the date of handing over possession of the said Unit by the Promoter to the Allottee(s) shall be borne by the Allottee(s).
15. A detailed agreement for sale shall be executed between the Allottee(s) and the Promoter, in the Promoter's Standard agreement to sell format, as and when called upon to do so by the Promoter.
16. The sale-deed shall be executed and registered in respect of the Unit along with pro-rata share in common areas of the Project, by the Promoter, in favour of the Allottee(s), subject to full and final payment of all money payable including interest, if any, and all other dues of the Promoter by the Allottee, and also subject to compliances of all other relevant terms and conditions of the Application Form and this Allotment Letter.

17. The timely payment of instalments as per the Payment Plan shall be the essence of this Allotment. In case the Allottee(s) fails to make payment of any instalment within 15 days from the date of demand by the Promoter, then in such an event the Allottee(s) shall be liable to pay Interest as per Uttar Pradesh Real Estate (Regulation and Development Rules, 2016 "(Rules)". If the above default in payment extends for a period beyond 30 days after demand notice, the Promoter shall be entitled to cancel the allotment of the Unit in favour of the Allottee(s) and forfeit 10% of Basic Sale Consideration of Unit ("Earnest Amount"), alongwith any amount paid towards taxes, duties, cess, etc. to the concerned department and brokerage paid by the Promoter, in respect of Unit, without any claims whatsoever and refund balance amount without any interest after the sale of Unit to a new Allottee/buyer, from the amounts realized from such new Allottee/buyer.
18. Subject to force majeure, the Promoter agrees to offer possession of the Unit in Building on or before And in the event of the failure of the Allottee(s) to take over the possession of Unit, the Promoter shall have the option to cancel allotment and forfeit Earnest Amount, brokerage paid by the Promoter, taxes, duties, Cess, etc. paid to concerned department and refund balance amount without any Interest or the Promoter may without prejudice to its rights under this allotment letter, in its sole discretion decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall Pay the Promoter the following amount:
- i) The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
 - ii) Maintenance charges shall be payable after three months from the date of offer of possession as per notice of possession.
 - iii) Holding/safeguarding charges @ Rs..... per month for the period of delay.
19. In case the Allottee(s) chooses to cancel/withdraws from the Project without any fault of the Promoter or fails to execute the agreement for sale or sale deed within given time, the Promoter herein is entitled to forfeit the Earnest Amount, all the taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority, brokerage paid by the Promoter and all other penalties, interest liabilities, dues of any nature whatsoever including any other payments in terms of this allotment letter, from the amounts paid by the Allottee(s) till the date of cancellation and the balance amount if any, shall be returned by the Promoter to the Allottee(s) without any interest, after the sale of the Unit to a new Allottee/buyer, from the amounts realised from such new Allottee/buyer.
20. Further on cancellation of the allotment of Unit by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the allotted Unit shall stand extinguished and the Allottee(s) shall have no further legal rights, title and interest of any nature over the Unit and the Promoter shall be entitled to transfer the Unit to another person(s) at its own discretion.

21. In case the Allottee(s) wants to avail the loan facilities from his/her employer or anyBank or any Financial Institution, to facilitate the purchase of the Unit, the Promoter shall facilitate the process subject to the following:
- i) The terms of the Employer/Bank/Financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.
 - ii) The responsibility of getting the loan sanctioned and disbursed, as per thePayment Plan shall rest exclusively on the Allottee(s).
 - iii) In the event of the loan not being sanctioned or the disbursement getting delayed,the payment to the Promoter, as per Payment Plan shall be ensured by the Allottee(s).
22. In the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, which shall be assessed by the Promoter [and such assessment shall be final and binding on the Allottee(s)], then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with interest within forty-five (45) days from that date. The Promoter shall intimate to the Allottee(s) about such termination at least thirty (30) days prior to such termination. The Allottee(s) agrees that he/she shall not have any rights, claims, etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement to Sell to be executed.
23. The Promoter shall not make any additions and alterations in the sanctioned plans, in respect of the said Unit or the Project, without the previous written consent of the2/3rd of Allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s)for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed as consent of theAllottee(s) as required under Section 14 of the Act.
24. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s) without aforementioned prior consent, or such minor changes or alterations as per the provisions of Section 14 of the Act.
25. The Promoter shall confirm the final Carpet Area, Super Area and Covered Area that has been allotted to the Allottee(s), after the construction of the Building is complete and the partial completion certificate is granted by the competent authority.The Total Payable Amount, for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by the Allottee(s) within 60 days with interest at the prevailing Interest Rate. If there is any increase in the Carpet Area which is not more than 3% (three percent) of the Carpet Area of the Unit, allotted to theAllottee(s), the Promoter may demand the additional consideration, charges, taxes,etc. from Allottee(s). All these monetary adjustments shall be made in the TotalPayable Amount in proportion to increase/decrease in area of the Unit.

26. The Allottee(s) understands and agrees that a Residents' Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and facilities of the project. The allottees of all the Apartments of the Project shall become the members of the Residents' Association by paying non-refundable membership fees. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Residents' Association. Until the formation of the Residents Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Residents' Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and facilities of the Project.
27. The Allottee(s) shall be liable to pay from the date of offer of possession, house-tax, property-tax, or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the carpet area of Unit to the carpet area of all apartments in the Project. If the Promoter has to pay the aforesaid amounts on behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge interest for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the promoter.
28. On intimation from the Promoter, the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter within 30 days of date of receipt of intimation and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.
29. The Promoter shall at all times, have the first lien and charge, on the said Unit for all its dues and other sums payable by the Allottee(s) to the Promoter.
30. The Promoter has made clear to the Allottee/s that the Project will be developed and completed in phases and the Promoter shall be carrying out extensive development /construction activities for few more months/ years in future in the Project and shall also be connecting /linking the amenities/facilities via electricity, water, sanitary/drainage system etc of additional development /construction with the existing ones in the Project. The Allottee/s has confirmed that he/she/they shall not make any objection or make any claim or withhold any payment as demanded by the Promoter on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc as above said. The Allottee also consents that if due to additional construction/development the

green area etc gets reduced then he/she/they shall not raise any objection/claim in this regard against the Promoter.

31. The Allottee(s) shall not transfer/ resale the Unit without prior consent of the Promoter till the Agreement for Sale is registered.
33. The Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws.
34. In case the Allottee(s) is NRI/Foreign National Buyer, the adherence to the provisions of the Foreign Exchange Management Act, 1999 and any other law related thereto as may be prevailing at the time shall be the responsibility of the Allottee(s).
35. The Allottee(s) shall not use the said Unit for any purpose other than residential except with prior written permission of the Promoter.
36. In case of joint allottees, all the correspondence shall be done only with the 'First allottees' at the address for communication as it appears on the application form.
37. The Allottee(s) confirms that he/she has understood each and every clause of this Allotment Letter and its legal implication there on and has clearly understood his/her/their obligations and liabilities and the Promoter's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoter and its agents and representatives indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter by the Allottee.
38. The allotment or any other incidental transaction shall be subject to the jurisdiction of courts at Lucknow only.

Warm regards,

For ABHYUDAYA HOUSING & CONSTRUCTION PVT LTD

(Authorized Signatory)