

ALLOTMENT LETTER

Date:

To

Sub : Allotment of Unit / Flat No. ____ on ____ floor, situated in the building being constructed on the Residential Use Non Agricultural land bearing Sub Plot No. 02 admeasuring about 2792 sq. mtrs. forming part of Final Plot No. 232/1 (allotted in lieu of Survey No. 195/1 part) of Town Planning Scheme No. 50, situate, lying and being at Moje Bodakdev, Taluka Ghatlodiya, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar) (hereinafter referred to as 'the said property').

Dear Sir/Madam,

1. We are the owner of Residential use Non Agricultural land bearing Final Plot No. 232/1 , Sub Plot No. 232/2, admeasuring about : 2792 sq. mtrs. (allotted in lieu of Revenue Survey No. 195/1 totally admeasuring about : 4654 Sq. Mtrs.) of Town Planning Scheme No. 50, situated, lying and being at Moje Bodakdev, Taluka : Ghatlodiya, in the Registration District of Ahmedabad and Sub District of Ahmedabad-3 (Memnagar)
2. We intend to develop building with One basements and Six floors (hereinafter referred as EMINENCE - 24) on the said property.
3. We have obtained the sanctioned plans in respect of the said property from the Ahmedabad Municipal Corporation and the said Corporation has granted Commencement Certificate vide No. 7431/300916/A7289/R0/M1 dated 25/11/2016 and No.8463/300916 /A7289/R1/M1 dtd.11.05.2017 (for revision in the plan).

4. Our Real Estate Project namely EMINENCE 24 is registered under the provisions of The Real Estate (Regulation and Development)Act, 2016 with the Real Estate Regulatory Authority at Gandhinagar vide registered no._____.
5. We hereby put on record that we hereby agree to sell to you on ownership basis unit being _____ bearing No. _____ on the_____ floor of EMINENCE 24 having carpet area admeasuring _____ sq. ft. equivalent to _____ sq. metres (hereinafter referred to as "the said Unit") for the consideration of Rs. _____/- .
6. You have paid to us a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and you shall pay to us the balance amount of Rs(Rupees) against the construction progress informed to you. Time in respect of the said payments or installments and in respect of all amounts payable under these presents by you to us is of the essence of the letter .
7. You shall not have any right or authority to assign or transfer the right under this letter, to any other person without our consent in writing.
8. This letter does not give any right either in respect the said unit and this is restricted only to an acknowledgement of your advance money for your proposal to purchase the said unit.
9. The Total Price/consideration mentioned herein above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax (GST w.e.f. 01st July, 2017), and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of "the Unit"; further the total Price above excludes Stamp Duty, Registration Charges, Advocate Fees and all other government levies taxes & duties will be paid & borne by the purchaser and not included in the total Price; the total Price above also excludes maintenance deposit, maintenance expenses, Extra Work Cost (if any) to be borne by the purchaser and not included in the Total Price.

10. Legal Compliances

- 10.1 You shall be liable to execute the agreement for sale with us. You shall also bear and pay appropriate stamp duty, registration charges, GST and other cess as may be applicable.
- 10.2 You should utilize the unit for the purpose for which it is allotted i.e. legal commercial use.
- 10.3 You should submit copies of a PAN, Residence Proof and/or Aadhar card as the case may be along with payments stipulated herein above.
- 10.4 The allotment will be confirmed in your favour through a Registration of the Agreement for Sale in your favour only after fulfillment of the terms and conditions set-forth herein.
- 10.5 Possession will be delivered to you only after execution of registered sale deed /conveyance deed.

11. General terms and conditions

- 11.1 All payments against this allotment shall be made by way of a crossed demand draft /cheque drawn in favour of ARISTA INFRASTRUCTURE.
- 11.2 Please note that if you cancel the booking of said unit, ARISTA INFRASTRUCTURE reserves rights to forfeit all amounts paid by you.
- 11.3 Registration of the sale deed will be done in your favour only after receipt of the building use permission by us and full payment with other charges done by you.

- 11.4 Society Maintenance Charges and Infrastructure Maintenance Deposit will be charged as decided by the promoter of the project and payable at the time of possession.
- 11.5 Electricity/Water charges, Legal Charges, Infrastructure and society Maintenance Charges and Society Deposits etc. shall be charged along with taxes if any & these are to be paid as and when called for.
- 11.6 This letter is passed confirming the above arrangement. The detailed terms and conditions of sale as discussed as per the draft prepared by our Advocate and was shown to you and has been approved by you and agreed upon between us and the same will be set out in an Agreement for Sale, which you shall execute immediately being called upon to do so. We have also shown the sanctioned layout plan alongwith all approvals, permission, orders in respect of the said project to you and you have satisfied about the same
- 11.7 We confirm that we have not agreed to sell the said premises to anybody else nor created any encumbrance on the said premises and the title thereof is clear and marketable.
- 11.9 This Allotment shall be subject to Ahmedabad Jurisdiction Only.

Yours faithfully

For M/S. ARISTA INFRASTRUCTURE

(Authorised Signatory)