

UPVAN HEIGHTS

Promoter :- PRAKASHBHAI M. RAMANI & 3 OTHERS

Rev. Survey No.104/P2, Plot No. 2+3+4, O.P.No.22+24/1, F.P.No.22+24/1/2,

T.P.S.No.12 Kothariya, Shyam Sundar Park,Kothariya,

Rajkot, Gujarat-360002. Mo. 8849315303

Date: -

To,
Name:
Address :
Phone No.

Allotment Letter

RERA Registration No. : _____

Sub.: Allotment of Flat No. _____ having carpet area _____ Sq. Mt. Exclusive balcony area _____ Sq. Mt. and undivided land area _____ Sq. mt. , in the Project UPVAN HEIGHTS **Having Land Area. 340.50 Sq.Mtr.** Situated at Plot No. 2+3+4, Revenue Survey No.104/P2 ,T.P.S. No. 12 (Kothariya), O.P.NO.22+24/1, F.P.No.22+24/1/2, Shyam Sundar Park, Kothariya, Rajkot, Gujarat-360002.

CHATURSEEMA

East :-
West :-
North :-
South :-

We thank you for your interest in our project and the payments required for the purpose of allotment of your chosen residence. It is indeed our pleasure to inform you that Flat booked by you is provisionally allotted to you.

The details of the applicant and the Flat allotted thereto are as under:

Name of Allottee	:	_____
Joint Applicant's Name	:	_____
Address of Allottee	:	_____
Phone No of Allottee	:	_____
Flat No.	:	_____
Carpet Area (Sq. Mt.)	:	_____
Exclusive balcony/ Verandah Area (Sq. Mt.)	:	_____
Undivided Land Area (Sq. Mt.)	:	_____
Consideration Value (Rs.)	:	_____
Approx Stamp Duty (Rs.)	:	_____
Approx Registration Fees (Rs.)	:	_____
GST (Rs.)	:	_____
Maintenance Charges (Rs.)	:	_____
Date of Possession	:	_____

Terms and constions:

1. Upon issuance of this letter of allotment, the allottee shall be liable to pay 10% consideration value and the society formation and other charges as specified in table hereto together with the applicable government taxes .
2. **Upon payment of 10% consideration value promoter and Allottee will execute Agreement for sale As per Real Estate (Regulation And Development) Act,2016**
3. The Allottee shall, in relation to the flats , make all the payment to the developers from his own bank account only and not from and through the bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payment made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the flat shall be issued in favour of the allottee only.
4. The aloottees agrees and undertakes to be bound by and performs all the obligation and the terms and conditions contained in the application form and this letter of allotment, including timely payment of amount started hereunder.
5. In the event the Allottee fails or neglect to comply with any of his obligations under the application form / letter of allotment , including (but not limited) making payment of all due amount as per schedule of payment stated in Annexure “A” hereto (and interest thereon, if any) or seeks to withdrew or cancel the letter of allotment /agreement to sell in respect of the House, the allottee shall be deemed to be in default. In the event of such default, the developers shall issue notice to the allottee of such default and the allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the developer shall have the option to cancel the allotment of the House, by sending a termination letter. On such termination , the following shall apply:
 - a. The allotment/booking/agreement to sell for the flat(s) shall stand immediately terminated and the allottee shall have no right whatsoever with respect to the House save and except the right to receive refund amount as per (b) below.
 - b. All amount paid to developer by the allottee towards consideration value or part thereof (excluding interest and taxes thereon) after deducting therefrom the liquiteted damages amounting to 10% of the total consideration (“ Refund Amount”) shall be refunded . The payment of refund amount shall be subject to and after deducting tax at source and/ or other applicable government levies and taxes. For the sake of clarity, the interest and /or taxes paid on the consideration value shall not be refunded upon such cancellation / termination. In the event, the amount paid by the allottee towards consideration value is less than the liquidated damages, the allottee shall be liable to pay to developer the deficit amount of liquidated damages.
6. All overdue payment shall attract interest at 2% + Prevailing SBI MCLR rate, from the dates they fail due till realization. It is clarified that payment of such interest shall be without prejudice to other rights and remedies. Available to the developer, Including the right to cancel/ terminate the allotment and /or claim losses/ damages incurred or suffered in that regards.
7. The total price is escalation-free except for escalation due to increase on account of development charges payable to the competent authority and / or other increase in charges

which may be levied or imposed by the competent authority , local bodies / government from time to time.

8. The developer shall endeavor to make available that Flat for possession on or before **31st December, 2023** to the purchase/s of subject to the allottee not being in breach of any of the terms of the Application form / letter of allotment / agreement to sell. In the event of any force majeure situation (including but limited to inordinate delay in issuance of NOCs / connection/ approvals / licenses from the competent local authorities and/ or judicial or regulatory orders), the date of such possession for fit out shall stand extended accordingly.
9. The House cannot be let, sublet, re-sold or transferred To any third party by the allottee till all amounts in relation to the House have been received by the developer and the allottee has taken possession of the House
10. The allottee agrees not to do or omit to do any act, deed or thing or behave in appropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the project or the developer or its associates or its representatives. In the event , the allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the developer shall be entitled to proceed as per the provision of this allotment letter.
11. The Allottee hereby agree that the developer shall entitled to recover / set off / adjust from the amount if any, payable by the allottee to the developers including the consideration value , the society and other charges , interest and /or liquidated damages . The Allottee agrees and undertakes not to raise any objection or make any claims with regards to such adjustment / set off and the claims , if any , of the allottee, in that regard, shall be deemed to have been waived.
12. This letter of allotment shall be governed and interpreted by and construed in accordance with the laws of India. Any dispute between parties shall be settled amicably .in case of failure to settle the dispute amicably, which shall be referred to the authority as per provisions of the Real Estate (Regulation and Development) Act, 2016, rules and regulations, thereunder.

I would like to take this opportunity to thank you for the trust that you have response in us , and assure you of your best services at all times.

Warm Regards.

For, **MAHESHBHAI DEVJIBHAI BHUVA**

KALPESHBHAI PRAGJIBHAI BHUVA

PRAKASHBHAI MEGHJIBHAI RAMANI

ARVINDBHAI VALLABHBHAI RUPARELIYA