

Application No. HO/001  
GTC No. HO/001

**PROVISIONAL ALLOTMENT LETTER**

Date:

[●]

CIN : [●]

PAN : [●]

REPRESENTED BY : [●]

AS PER BOARD RESOLUTION NO : [●] dated : [●]

Re: Provisional allotment of Residential Apartment/ Unit Booked By You

Dear [●]

**Particulars of Unit and Parking Space Requested / Allotted**

Requested					
Unit Type	Residential	Zone	[●]	Referred As	Unit and Parking Space
Application No.	[●]	Dated	[●]	Referred As	Application
Allotments (Referred as Unit)					
Block/ Building/ Tower Number:		Unit No.	[●]	Area	[●]
Floor:	[●]	Carpet Area:			
Parking Space Number(s):		Price (in INR):			
Base Price (in INR):	[●]	Per [●]			
Taxes and / Or Other Levies as applicable and specified in Payment Schedule					
Expected Delivery Date ("EDDt"):					[●]

- Subject to payment of all dues on or before [●]

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- A. This has reference to the Application Form, submitted by you for allotment of an unit/ apartment in the group housing project named as [●] ("**Project**"), which is being developed on the land admeasuring 82.10 cottahs (approx.) comprised in L.R. Dag Nos. 166, 200, 202, 203, 206 and 804, Mouza - Rupsing within the jurisdiction of Gossanpur Gram Panchayat, Police Station Bagdogra, District Darjeeling ("**Project Land**").
- B. In response to the said application for the Unit in the Project and relying on your confirmations, representations and assurances to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter and the General Terms and Condition ("**GTC**"), Uttora Chrysanthemum Residency LLP (hereinafter referred as "**UCRLLP**") who undertakes to develop the Project, hereby, provisionally allots to you the Unit, together with undivided, variable, impartible, proportionate share in the Project Land, the open parking space bearing number [●] situated at [●] forming part of the Project ("**Parking Space**") and undivided, variable, impartible, proportionate share in the common area, amenities and facilities of the building and/ or Project ("**Unit And Appurtenances**"), as has been specified in the details provided herein above, subject to the terms and conditions contained herein below:
1. The Unit And Appurtenances has been allotted for residential purposes, upon representation received from you that you shall be using the same exclusively for residential purposes.
  2. You agree to execute the Agreement for Sale, Conveyance Deed or any other agreement and/ or document, as and when called upon to do so by the UCRLLP. The format of the GTC, draft Agreement for Sale and draft Conveyance Deed in respect of the Project is available on the website of UCRLLP and copies of the same may be availed by you from our office.
  3. Payment of the consideration for the Unit And Appurtenances ("**Total Price**") shall be as per the schedule of payments to be specified in the GTC and also as a part of the Agreement for Sale to be executed and registered, payable through A/c payee cheque/ demand draft or online payment (as applicable) into the designated bank account to be specified in the said Agreement for Sale. Further, the following charges, forming part of the GTC and the Agreement for Sale shall also be payable by you in the manner and mode specified therein:
    - a. Association Formation Deposit;
    - b. Interim Maintenance Charge;
    - c. Documentation Charge;
    - d. Security Deposit;
    - e. Registration Fee and Stamp Duty for Agreement for Sale;
    - f. Electrical meter Installation;
    - g. Holding Charges;
    - h. proportionate share of the common expenses/maintenance charges;
    - i. all other rates, taxes, utility charges etc.;
    - j. all outgoings in respect of the Unit And Appurtenances.
  4. The aforementioned charges shall be paid as and when demanded by UCRLLP or maintenance agency or the association of allottees and the determination of the proportionate share by UCRLLP or maintenance agency or the association of allottees, as the case may be, shall be final

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and binding upon you. You agree that in case you fail to pay any charges, fees or taxes in relation to the Unit And Appurtenances prior to the execution of the Conveyance Deed, the amount outstanding along with default interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on the date of default) plus 2% p.a., shall be treated as un-paid sale price of the Unit And Appurtenances. In case of such failure on your part, UCRLLP shall also have the discretion to withhold the execution and registration of the Conveyance Deed transferring the title of the Unit And Appurtenances and/ or cancel this allotment of the same. If any charge remains unpaid after the Conveyance Deed has been executed, then the said charge shall be treated as unpaid sale price of the Unit And Appurtenances and UCRLLP shall have lien on the Unit And Appurtenances for the recovery of such charges and you shall cooperate if UCRLLP takes all legal measures to recover such unpaid price.

5. You shall bear and pay taxes and cesses of all and any kind whatsoever, whether levied or leviable now or in future, or on retrospective basis on UCRLLP or the land owners which would have been otherwise payable if imposed as on the effective date of such imposition, on the Unit And Appurtenances, from the date of this Allotment Letter. So long as the Unit And Appurtenances is not separately assessed for such taxes for the land and/or building(s), the same shall be paid by you in the ratio which the carpet area of the Unit bears to the total carpet area of all the units in the Project. Such apportionment shall be made by UCRLLP or any other agency as the case may be and the same shall be conclusive, final and binding upon you. If such charges are increased (including with retrospective effect) after the execution and registration of the Conveyance Deed, then these charges shall be treated as unpaid sale price of the Unit And Appurtenances and UCRLLP shall have lien on the same for the recovery of such charges and you shall cooperate if UCRLLP takes all legal measures to recover such unpaid price.
6. UCRLLP may, in its discretion, abandon the Said Project, without assigning any reason thereof, and in such an eventuality, except when such abandonment was on account of any *Force Majeure* event, the liability of UCRLLP shall be limited only to refund the amounts received from you, along with interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on the date of such abandonment) plus 2% p.a., calculated from the date of receipt of such amount by UCRLLP upto the date of abandonment of the Project by UCRLLP and you shall have no other claim of any nature whatsoever. Provided that, you shall not be entitled to any such refund of amount subsequent to execution and registration of the Conveyance Deed, or if you are in default of your payment obligations under this Allotment Letter or of the charges due and payable under this Allotment Letter or the Agreement for Sale or the Conveyance Deed, as the case may be, at the date of such abandonment of the Project. Upon occurrence of any *Force Majeure* event whereby the Project is rendered impossible to be implemented and thus abandoned by UCRLLP, then this allotment shall stand terminated and UCRLLP shall refund to you the entire amount received by UCRLLP from you within 45 (forty five) days from that date. UCRLLP shall intimate you about such termination at least 30 (thirty) days prior to such termination. After the said refund, you agree that you shall not have any right or claim etc. against UCRLLP and UCRLLP shall be released and discharged from all its obligations and liabilities under this Allotment Letter, GTC, Agreement for Sale and Conveyance Deed.
7. UCRLLP shall endeavor to offer possession of the Unit And Appurtenances, within the date as specified above as **EDDt**, subject to timely payment of Total Price and other charges as specified in Para 3 above (including but not limited to stamp duty, registration charges, government charges and any other charges due and payable) according to the terms of the Agreement for Sale. If UCRLLP fails to deliver possession of the Unit And Appurtenances within the stipulated

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time due to reasons solely attributable to UCRLLP, UCRLLP shall pay interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% p.a. for every month of delay till the handing over of the possession of the Unit And Appurtenances, within 45 (forty-five) days of it becoming due.

8. You shall be given a notice upon completion of the Project and after obtaining occupancy certificate from the concerned authority in respect of the Project or such part of the Project which comprises the Unit And Appurtenances. Thereafter, you shall, within 15 (fifteen) days from date of the said notice, take possession of the Unit And Appurtenances ("**Date of Possession**"), after fulfilling all your obligations under the Agreement for Sale. You shall, unless you have taken possession earlier, be deemed to have taken possession of the Unit And Appurtenances on the Date of Possession (i.e. the 15<sup>th</sup> day from the date of issuance of the aforesaid notice), irrespective of when the actual physical possession is taken by you.
9. In the event that you fail to take possession of the Unit And Appurtenances within the Date of Possession or you fail to deposit the stamp duty, registration fee and expenses towards execution and registration of the Conveyance Deed within the period specified in the notice issued for the that purpose or neglect to execute and/ or register the Conveyance Deed as and when called upon by UCRLLP and the allotment has not been cancelled for the same, you shall be liable to pay such amount as holding charge as may be specified in the Agreement for Sale. The holding charges shall be in addition to maintenance, and other charges, and not adjustable or substitutable with any other charges and shall be paid as and when demanded by UCRLLP. If you fail to execute the Conveyance Deed for the Unit And Appurtenances within a period of 3 (three) months from the date of issuance of the occupancy certificate, then UCRLLP shall have the right, but not an obligation to cancel the allotment of the Unit And Appurtenances in the manner as specified in the Agreement for Sale.
10. The Unit And Appurtenances is not transferable or assignable for a period of 6 (six) months from date of issuance of this Allotment Letter. Subsequent to the expiry of the aforesaid 6 (six) months period, you shall be allowed to transfer your right of allotment of the Unit And Appurtenances under the Allotment Letter in favour of any other entity ("**Transferee**"), subject to you making an application in writing for UCRLLP's approval for the proposed transfer providing all details of the proposed Transferee. UCRLLP may in its sole discretion, provide its approval in writing, if it is satisfied about the credibility of the proposed Transferee. You may transfer your right of allotment in favour of the Transferee upon receipt of such approval and after the payment of: (a) 3% (three percent) of the Total Price payable for the purchase of the Unit And Appurtenances or market value as assessed by the office of the concerned Sub-Registry for valuation of stamp duty; or (b) INR 1,25,000 (Indian Rupees One Lakh Twenty Five Thousand) only, whichever is higher, as administrative charge to UCRLLP. GST and/ or other taxes shall be charged upon the transfer charge and/ or any other administrative charge, as may be applicable to such transaction.
11. Upon transfer of the Unit And Appurtenances, the Transferee shall be bound by all your obligations specified under this Allotment Letter, the GTC and the Agreement for Sale. The said transfer shall take place only through a registered instrument giving effect to such transfer.

Any transfer of the Unit And Appurtenances, after the execution of the Conveyance Deed, shall be recognized by UCRLLP only if the stipulated transfer charge as mentioned in the Para 10 above, is paid to UCRLLP and a no-dues certificate has been obtained from UCRLLP. In the event of failure to obtain such no-dues certificate by you, the entire amount due from you shall be recoverable

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from the transferee. You shall also ensure that similar provision requiring obtaining no-dues certificate and payment of transfer charges be incorporated in any conveyance deed in relation to the Unit And Appurtenances.

In the event the Conveyance Deed remains unregistered, any subsequent transfer of the Unit And Appurtenances in favour of another entity can only be made by way of a tri-partite agreement, with UCRLLP being a signatory to such agreement. However, transfer by way of a tri-partite agreement would not be required in relation to the Unit And Appurtenances, for which registration process has been duly completed.

Upon transfer of the Unit And Appurtenances, the transferee shall be bound by all of your obligations in relation to the ownership of the Unit And Appurtenances as mentioned in the Agreement or otherwise. Further, all taxes arising out of such transfer shall be borne by the new transferee and UCRLLP shall be indemnified by such new transferee for such tax consequences.

12. In case you want to avail of a loan facility from financing bodies to facilitate the purchase of the Unit And Appurtenances, then:

- 12.1. You agree to obtain a no-objection certificate from UCRLLP in this regard, prior to creation of any encumbrances over the Unit And Appurtenances;
- 12.2. The terms of the financing agency shall be binding and applicable upon you;
- 12.3. The responsibility of getting the loan sanctioned and disbursed will rest exclusively on you. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to UCRLLP, as per the schedule of payments as specified in the Agreement for Sale, shall be ensured by you; and
- 12.4. If so desired by you, UCRLLP shall facilitate the financing by providing relevant documents, but cannot be held responsible for non-sanctioning of loan by the financing bodies, for any reason whatsoever.

13. In respect of all remittances, acquisition/ transfer of the Unit And Appurtenances it shall be the sole responsibility of non-resident/ foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**"), and rules and regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide UCRLLP with such permissions, approvals which would enable UCRLLP to fulfill its obligations under this Allotment Letter. Any refund, transfer of security if provided in terms of this Allotment Letter shall be made in accordance with the provisions of FEMA, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on your part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, you shall be liable for any action under the FEMA, and rules and regulations made thereunder as amended from time to time. You shall keep UCRLLP fully indemnified and harmless in this regard.

14. You shall inform UCRLLP, in writing, any change in the mailing address mentioned in this Allotment Letter along with reasonable proof of such changed address failing which all demands, notices etc. by UCRLLP shall be mailed to the address given in this Allotment Letter and the same shall be deemed to have been received by you. In case of joint allottees, all communications shall be sent to the first named allottee in this Allotment Letter which shall, for all purposes, be

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considered as service on all the allottee's and no separate communication will be necessary to the other named allottee(s).

15. UCRLLP may, in its sole discretion, appropriate towards the sale price of the Unit And Appurtenances, the amounts received from you in any head/ account and you agree to not to question the appropriation so made. The Conveyance Deed shall however be executed only after the outstanding amounts, under all the heads, are paid in full.
16. UCRLLP shall be entitled to carry out alterations, additions, improvements and modifications in future in relation to any unit that has not been allotted to anyone, without affecting the units that have already been allotted and any other part of the Project, in which the Unit And Appurtenances is located and you agree to not raise any objections or make any claims or default in any payments as demanded by UCRLLP on account of inconvenience, if any, which may be suffered by you due to such developmental/ construction or its incidental/ related activities.
17. It is clarified that this offer of provisional allotment shall not be treated as a sale or transfer document. It is further clarified that the Conveyance Deed, in UCRLLP's prescribed format, shall be executed and the Unit And Appurtenances shall be handed over by UCRLLP only after the Total Price and Miscellaneous Deposits and Charges, as to be specified in the Agreement for Sale, together with all other dues and deposits, as applicable as of the Date of Possession, has been received by UCRLLP.
18. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit And Appurtenances shall equally be applicable to and enforceable against any and all future buyers/ assignees of the Unit And Appurtenances, as the said obligations go along with the Unit And Appurtenances for all intents and purposes.
19. You agree to and shall ensure that the persons to whom the Unit And Appurtenances maybe transferred, assigned or given possession shall execute, register, acknowledge and deliver to UCRLLP such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as UCRLLP may reasonably request in order to effectuate the provisions of this Allotment Letter or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
20. UCRLLP shall have the first lien and charge on the Unit And Appurtenances for all its dues and other sums payable by you to UCRLLP. Provided that, if finance has been obtained from any financing body against charge created on the Unit And Appurtenances, UCRLLP shall have a *pari passu* charge on the Unit And Appurtenances along with the financing body, until the entire sum payable by you as per the terms of the Agreement for Sale, is paid to UCRLLP.
21. UCRLLP shall have the right to join as an affected party in any appropriate court in case UCRLLP's rights under this Allotment Letter are likely to be affected/ prejudiced in any manner by the decision of the court on such suit/ complaint in which you are a party. You shall keep UCRLLP fully informed at all times in this regard.
22. This Allotment Letter is subject to Force Majeure conditions or upon the happening of events which UCRLLP could not have reasonably prevented or controlled, or despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented.

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Force majeure shall, *inter alia*, include but will not be limited to:

- a. acts of God and nature including epidemic;
  - b. non-availability of steel, cement, other building materials and infrastructural facilities, including but not limited to water supply, electric supply, etc.;
  - c. explosion, accident, blockade, embargoes, sabotage, breakage or breakdown of facilities or plant or equipment, failure or for defect in major forging or castings or other items of major equipment which require protracted time to obtain, the place of repair, or chemical contamination;
  - d. a plane crash, a shipwreck, train wrecks or failures or delays of transportation;
  - e. strikes, lockouts, work to rule actions, go slows or similar labour difficulties that in any way affect the construction of the Building and development of the Project;
  - f. geological, subsurface ground conditions as a result of which construction of the Building and development of the Project is delayed or no longer financially or technically viable;
  - g. disruptions, challenges and placement of legal and traditional impediments, including as to title or otherwise, in any manner whatsoever by any Person who has agreed to purchase/already purchased any unit in the Building or by any third party whatsoever and delay or non-availability of any and all approvals by any governmental, municipal or other competent authority which delays or materially adversely affects the construction of the Building and development of the Project as mentioned in this Agreement;
  - h. act of war, invasion, armed conflict, hostile act of foreign enemy, blockade, embargo, a revolution, riot, insurrection, civil commotion, or act of terrorism; and
  - i. any event or circumstances analogous to the foregoing.
23. In the event of any conflict, the terms and conditions as set out in this Allotment Letter read with the GTC and the Agreement for Sale, shall prevail over the terms and conditions as set out in the Application Form.
24. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any of the provisions or of the right to enforce each and every provision.
25. The rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India.
26. In case you have to pay any commission or brokerage to any person for services rendered by such person to you whether in or outside India for acquiring the Unit And Appurtenances, in that event UCRLLP makes it clear that it shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of Total Price and other charges (as may be specified in the Agreement for Sale) payable to UCRLLP. Further you shall indemnify and hold UCRLLP free and harmless from and against any or all liabilities and expenses

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in this connection.

27. Two copies of this Allotment Letter shall be signed and UCRLLP shall retain the original and a copy of this Allotment Letter shall be sent to your reference and record. If the same is not signed and returned by you within 10 (ten) days from the date of this Allotment letter, UCRLLP will have the right to cancel this provisional allotment and refund the Application Money received from you in accordance with paragraph [●] of the GTC issued by UCRLLP, after providing for the deductions specified under paragraph [●] of the GTC.
28. You agree and understand that terms and conditions of the Allotment Letter may be modified/amended by UCRLLP in accordance with any directions/ order of any court of law, competent authority, in compliance with applicable law and such amendment shall be binding on you.
29. UCRLLP further reserves the right to correct, modify, amend or change the schedule of payment of Total Price and Schedule for Payment of Miscellaneous Deposits and Charges, which are indicated to be tentative at any time prior to the execution of the Agreement for Sale of the Unit And Appurtenances.
30. All or any disputes arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity of the terms thereof shall be resolved in accordance with the dispute resolution mechanism specified in the GTC/ Agreement for Sale.

Thanking you,

Yours faithfully,

For **Uttora Chrysanthemum Residency LLP**

(Authorised Signatory)



**ACCEPTANCE BY ALLOTTEE(S)**

I/We hereby accept all the terms and conditions of this Allotment Letter.

I/We agree to abide by the terms and conditions of this Allotment Letter including those relating to payment of Total Price, and other charges, Taxes and cesses, as to be specified in the General Terms and Condition (“GTC”) and the Agreement for Sale.

I/We confirm that I am/ we have seen relevant documents, title deeds, licence(s), approved layout plan etc., and have also familiarized myself/ourselves with the dimensions and other details of the Unit And Appurtenances and also understood all limitations and obligations of UCRLLP in respect thereof and I/we confirm that my/our investigation(s) is/are complete in all respects. In this regard, I/we confirm that I/we have satisfied myself/ourselves about the competence of UCRLLP to allot the Unit And Appurtenances and its role as the developer of the Project.

I/We also confirm that the said Unit And Appurtenances has been allotted to me/ us for using the same for residential purpose only.

I/We further confirm that I/we have considered all the legal terms set out in this Allotment Letter and consulted my/our Legal Counsel and UCRLLP about the legal implications and that I/we have no reservation about the terms and conditions set out in this Allotment Letter and accordingly I/we have now expressed my/our desire to unconditionally accept the terms of this Allotment Letter.

I/We understand that the description and reference of the entire Project Land is given only to acquaint me/us with regard to the overall development that may take place on the Project Land and that such tentative description of the overall development plan is not intended to convey to me/us any impression of any right, title or interest and UCRLLP has not given any kind of representation or warranty in any of the developments falling outside the Unit And Appurtenances forming part of the Project, which is the subject matter of this Allotment Letter.

I/We confirm that all payments shall be made in accordance with the schedule of payment to be separately mailed to me in due course of time and/ or to form part of the GTC and the Agreement for Sale. Further, all other expenses and charges as set out in the Allotment Letter, the GTC and the Agreement for Sale shall be paid in the manner as required by me/us.

I/ We understand that UCRLLP relying on these specific undertakings has agreed to allot the Unit And Appurtenances and I/We confirm that these undertakings shall survive throughout the ownership of the Unit And Appurtenances by me/us, our legal representatives, successors, administrators, executors, assigns, nominees, subsequent transferees, etc., and accordingly I/we agree and undertake to incorporate these conditions in the sale deed with the subsequent transferee(s).

I/We expressly agree to abide by the conflict resolution mechanism of Arbitration as outlined in the GTC/ the Agreement for Sale.

Thanking you,

Yours faithfully,

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Name of First or Sole Allottee

Place :

Date :

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Name of Second Allottee

Place :

Date :