ALLOTMENT LETTER FOR FLAT/ UNIT/ APARTMENT:

Allottee Name & Address : Mr./Ms. .....

.....

Allottee Mobile number & mail id : .....

Project Commencement Date : 16.10.2024.

Project Completion Date : 15.10.2029.

Dear Sir/Madam

We are pleased to allot you the Flat No:……..... of **Urmila Vamika Phase - I** project located at Mauza - Rukanpura, Anand Vihar, P.S- Rupaspur, District – Patna (Bihar) , Pin code -800 014.

Nature of Document:

1. Whereas the Promoter has developed the site which has the legal right through development agreement vide Deed No-10272 the project named as **"Urmila Vamika Phase - I"** which has the valid permission from the **Patna Municipal Corporation** which is the competent Authority for approval of Plans vide **Plan Case No : P/RUNKANPURA/PRN-G+3/686/2023** , herein after referred to as the **"Project- Urmila Vamika Phase - I"** which was registered with Bihar Real Estate Regulatory Authority vide registered Number..... dt:.....

2. Whereas the Allottee has approached the Promoter to allot Flat No…….. in the **"Project-Urmila Vamika Phase - I"** after having examined the title and required sanctions/permissions approvals and also having satisfied with the right/title/authority of the promoter to convey the Flat in the Project.

3. The promoter and Allottee have come to a conclusion about the sale price and promoter agreed to allot the Flat. Thereof this Letter of Allotment is issued by the Promoter to Allottee, with the following terms and conditions

1. The Allottee has paid the Booking amount of Rs..... to the Promoter vide Cheque / DD / transaction id:.....

2. The Allottee shall enter in to Registered Agreement for sale before paying the 10% of total cost (Including the Booking Amount) of unit/ Flat/ Apartment.

3. The Allottee is bound by all terms and conditions of the Registered Sale Agreement, which will be executed by the promoter on fulfilment of the conditions of this Allotment Letter in due course of time.

a. 10 % on Booking of Flat.

b. 10 % on Start of Piling Work/Raft.

c. 10 % on Start of Plinth Work.

d. 10 % on Casting of 1st Roof.

e. 10 % on Casting of 2nd Roof.

f. 10 % on Casting of 3rd Roof.

g. 10 % on Casting of 3rd Roof.

h. 10% on Completion of Brick work & Plaster Work.

i. 10% on Completion of POP and Tiles Work.

J. 10% at the time of Handover of the Flat/ Unit/ Apartment.

4. In Addition to the sale consideration, as mentioned above, the Allottee shall bear the Stamp Duty and Registration charges of the Sale Agreement and also Conveyance/Sale Deed to be executed by the promoter in respect of the Schedule Flat. Further, the Allottee shall bear taxes payable to State and Central Government, if any.

5. All payments to be made in favour of **M/s. Vamika Homes Pvt. Ltd. – Urmila Vamika Phase - I**, payable at **Patna**.

Bank Name (separate RERA A/c) :

A/c No:

Branch Name:

IFSC Code:

<u>Declaration by Allottee</u> :

I / we have read and understood the Agreement of sale prepared by the Promoter as per the standard format specified in Bihar Real Estate (Regulation and Development) Rules-2017 and hereby give my consent to abide and be bound by all the terms and conditions. I / we shall be entitled to an agreement of sale from the Promoter on payment of the Amounts / instalments payable as per agreed terms.

Signature of Allottee

Date:

Promoter / Authorized Signatory

Date:

PROFORMA OF CONVEYANCE DEED

This Deed of Sale (Conveyance Deed) made at ……. on this day of 20…….

M/s Vamika Homes Private Limited (CIN – U10101BR2001PTC9530), a company incorporated under the provisions of the Companies Act,1956, having its Registered Office at " Vamika Kunj Apartment, Munder Shah Lane, P.O.- B.V. College, P.S.- Rajiv Nagar, Patna – 800 014, Bihar and **(Pan –AABCV3573B)**, represented by its managing director **Mr. Sudhir Kumar (Pan No.-AELPK4536Q, Aadhar No-5898 9701 4886)** hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

(if the Second Party is a company)

(CIN No……..) a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at ……..(PAN ……), represented by its authorised signatory,……..(Aadhar No……..) duly authorised vide board resolution dated ……..,hereinafter referred to as the **"Second Party"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

(if the Second Party is a Partnership)

…….. a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its registered office at ……..(PAN ……), represented by its authorised Partner,……..(Aadhar No……..) duly authorised vide board resolution dated ……..,hereinafter referred to as the **"Second Party"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

(if the Second Party is an Individual)

Mr/Mrs……., (Aadhar No……..) Son/daughter of……, aged about ……., residing at……..,(Pan ……..), hereinafter referred to as the **"Second Party"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

(if the Second Party is a Hindu undivided family(HUF))

Mr……., (Aadhar No……..) Son/daughter of……, aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as ……..HUF having its place of business/residence at ……(Pan ……..), hereinafter referred to as the **"Second Party"** (which expression shall unless repugnant to the context

or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

The Sellar and Second Party shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party".**

A. Smt . Urmila Devi, Smt. Indu Kumari, Kumari Bindu, Kumari Mamta and Anamika ("Owner") is the absolute and lawful owner of (Khesra No /Survey No.).(Please insert land details as per local laws) Plot No – 161(P), Khata No - 234, Thana No - 18, Mauza - Rukanpura, Patna under the Danapur Nizamat Nagar Parishad, Bihar totally admeasuring 17 Decimil situated at Plot No – 161(P), Khata No- 234, Thana No - 18, Mauza- Rukanpura,, Patna , under the Danapur Nizamat Nagar Parishad, Bihar("Said Land") vide sale deed(s) dated 1980 registered as document no. deed No.-10272 at the office of the District Registry Office, Patna.

The owner and the Promoter have entered into a development agreement dated 14.08.2021 registered as document No. Deed No - 10272 at the office of the District Registry office, Patna.

B. The Said land is earmarked for the purpose of building a residential project, comprising …….flats is known as **"Urmila Vamika Phase - I"("Project")**;

AND WHEREAS the first Party is sound and disposing mind, without undue influence, coercion or fraud and for legal requirements and necessities has agreed to sell and transfer the said Plot/Apartment unto the Second Party for a total sale consideration of Rs……./-(Rupees……) and the second party has also agreed to purchase of above said Plot/Apartment for the above mentioned sale consideration.

NOW THIS SALE DEED WITHNESSETH AS HEREUNDER:

1. That the entire sale consideration amount of the above said Plot/Apartment amounting to Rs…….has been received by the First Party from the Second Party, as full and final sale consideration of the above said plot/Apartment, prior to the execution of this sale deed, the receipt of which is hereby admitted and acknowledged by the First party, The details of the payment is given as hereunder:-

Cheque /Dd No.	Amount	Dated	Name of the Bank

2. That the First Party has handed over the actual, physical, vacant possession of the said Plot/Apartment unto the purchase and the Second Party has taken the possession and he/she is in possession of the same.

3. That in consequences of the aforesaid consideration, the said Plot/Apartment is hereby conveyed to the Second Party and the Second Party shall hereinafter hold, possess use, utilize the said Plot/Apartment hereby conveyed as absolute owner thereof at all time and from time to time without any interruption by the First Party or any other person claiming through or under the First Party.

4. That the First Party hereby undertakes and agree to get the above said Plot/Apartment mutated in the name of purchase in all relevant revenue recorded and/or in any other records of any authority concerned and the First Party shall sign any or all documents required in this behalf and/or the Second Party get mutation at his own level on the basis of this sale deed even in the absence of the First Party.

5. That the said Plot/Apartment sold hereby is free from all sort of encumbrances such as sale, mortgage, litigation, disputes, attachment, acquirement, charges, claim etc and the First Party has subsisting right to sell,transfer and convey the same in any or all manners.

6. That the First Party hereby undertake to indemnify the Second Party in case any defect in the title of the First party is found of the said Plot/Apartment.

7. That the Second Party has right to use in common any or all casement rights, common path, common stairs , common passage, common sewage, drainage etc.

8. That the First Party is liable to pay all taxes and charges of the said Plot/Apartment upto the date of registration of the sale deed and thereafter all such taxes and charges shall be paid and borne by the Second Party.

9. That the Second Party has borne all expenses of stamp duty, Registration fee and legal charges in respect of this sale deed.

10. That has right to use , utilize, hold, sell and transfer the said Plot/Apartment in any or all the manners and the Second Party has right to use the Plot/Apartment in all manners

11. That the Second Party has the proportionate right in the land and the event of any natural calamity like fire, earthquake, flood and the said building collapse or is materially , damaged then in that event the Second Party above named shall have a right to reconstruct the same and he shall have right to raise pillars, beams etc, from the land and/the said Plot/Apartment and the First Party, his legal heirs, other transfers or assigns shall have no right to object in any manner whatsoever it may be.

12. That the Second Party shall have every right to get new electric, water, sewer connections or may get transferred and/or changed in his/their own name in the records of Department/Authority concerned on the basis of this deed without any further consent of the First Party.

13. The Second Party shall not do any illegal activities in the said Plot/Apartment which are against the rules which may cause damages/loss to the neighbours and the other Plot/Apartments of the Project. PROVIDED ALWAYS AND it is hereby agreed that wherever and whenever such interpretation would be requisite to give the fuller possible scope and effect or any contract or covenant herein contained.The expression, First party and Second Party include their heirs, executors, administrators, legal representatives and assign language and it is hereby declared by both the parties that in any case the interpretations of this sale deed in considered necessary the English Language drafting shall prevail of all intents and purposes.

IN WITNESS whereof, it is declared by the First Party and the Second Party that this sale deed has been drafted by the advocate on their instructions and after satisfying the same in their Vernacular, the First Party and Second Party have signed and executed this sale deed on the day,month and year , first hereinabove written in the presence of the First Party and Second Party.

WITNESSES

1. First Party

2. Second Party