

**SANGWAN CITY
ALIGARH**

ALLOTMENT LETTER

LIG / EWS
Unit No.

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SANGWAN LANDCO PVT. LTD
AN ISO 9001-2008 COMPANY

SANGWAN LANDCO PVT. LTD.

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Ph- 0120-4844714/741/755

To,

Dated.....

Mr. / Ms.....

Sub:- Letter For Allotment of Flat At "West Avenue Apartments" in Sangwan City Aligarh

U.P. India.

This has reference to your application dated.....made to M/s Sangwan Landco Pvt Ltd
(Hereinafter referred to as the apartment in Sangwan City Aligarh, U.P. India. In response to your
application, the promoter / developer hereby allots to you (Hereinafter referred to as the 'Allottee(s)')

Which expression shall include is / her legal heirs, successors and assigns) a Flat No.....
(Hereinafter called the 'Unit ') having a super area of.....sq.ft. or.....sq.mtr approximately on
the Floor in the said @ Rs.....per sq.ft for an approximate Basic Cost
Rs.....(Rupees.....only)

(Actual Basic Cost shall be intimated after ascertaining the total super area on completion of
construction of the apartment. The promoter / developer along with its associate companies, who are
owner of the land of this project, has obtained sanctions from the Aligarh Development Authority for
the promotion and the development of a self contained residential colony known as Sangwan City
and after that obtained approvals of "WEST AVENUE APARTMENTS" from ADA separately on
freehold land situated in village Asadpur Qyam Aligarh, (U.P.) The Promoter/developer has
arrangements with its associate companies to carve out, develop and sell units of different size and
dimensions of their behalf either as Flats or as built up Units, for residential use in the said colony.
The Allottee(s) has satisfied himself/herself with regards to the above mentioned arrangements with
the associate companies and promoters/ developers's authority to sell and allot flat in the
said apartment..

DEVELOPER

ALLOTEES(S)

The allotment hereby made is subjected to the Allottee(s) acceptance of the following terms and conditions:

1. The allotments are 'provisional' the plans are sanctioned. If for any reason, any further changes are to be made by the sanctioning authorities of the architects or the promoters remoter resulting in the reduction or increase in the area or F.A.R or location or number of the unit, no claim, monetary or otherwise will be raised by the Allottee(s), however the rates prevailing at the time of booking shall apply on the changed area.
2. The Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold area, open spaces, parking places, lobbies, staircase, roofs, spaces for recreational facility, club, parks, party hall, (excepting what has been allotted to intending allottee(s)), spaces for public amenities, shopping centers or any other space not allowed to him/her/them, which shall all remain the property of the promoter/ developer for all times unless the promoter/developer decides to dispose them off subjected to right of the intending allottee(s), as mentioned hereafter and the promoter/developer can lease out vacant area or the complete block as a whole or in part to one or more person(s) company (ies)/ institution(s) whosoever for short term or long-term.
3. The Allottee(s) is/are aware of and has/ have knowledge that the building plans are tentative and agreed that the promoters/ developer's may such changes, modification, layout/elevation/design, alteration in open space, green area or parking spaces alteration and addition therein as may be deemed necessary or may be requires to be done by promoters/developer's, the government/ ADA, any other local Authority or body having jurisdiction.
4. The apartment on all floors shall be allotted as an independent unit as per the prevailing by law. The Allottee shall not be permitted to construct anything beyond his/her unit or on the terrace. However the company shall have the right to develop and built the area on the terrace in case of any change in the F.A.R and carry out construction of further area development in the eventually of such change in the F.A.R. The Allottee(s) shall have no right to object to the same.
5. If for any reasons the whole or part of the project is abandoned or the developer is unable to handover the unit to the Allottee(s) due to any reason beyond its control the Allottee(s) agree that he/she will have no claim monetary or otherwise on the promoter/developer except that his/her will be refunded in full without any interest.
6. The present allotment is subject to the condition that there is no price control/restriction from any authority. In case of any control or restriction on the price of the unit being imposed by any authority, this allotment will be liable to be cancelled by the promoter at its sole discretion and money deposited by the Allottee(s) will be refundable without any interest.

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1. (a) Installment due towards payment of the unit will be paid at intervals in laid down by the promoter/developer and opted by the Allottee(s). If payment is not received with the stipulated period given in the installment call notice or as laid down in the opted payment plan or in the event of breach of any of the terms and condition of this allotment by the Allottee(s), the Allotment shall be cancelled and 10% of the basic price of the unit shall be forfeited and the balance amount, if any, will be refunded without any interest after completing the cancellation formalities.

(b) Subjected to other provisions contained herein below the buyer shall pay a sum of Rs. (Rupees) approximately as per opted payment plan in the following manner:-

Plan-'A' Down Payment Plan:- A Discount of % on Basic Price.

Schedule of Payment

At the time of Booking	Rs.
With in 45 days of Booking	95% Less Booking Amount
At the time of offer of possession	5% of BSP & extra charge as registration etc.

Plan-'B' Construction Linked Payment Plan

Schedule of payment	Amount Payable
At the Time of Booking	Rs.
On commencement of construction	35% Less booking Amount
On construction reaching plinth level	10%
On commencement of GF roof slab	10%
On commencement of first floor slab	10%
On start of slab casting & electric work	10%
On start of internal plaster	10%
On start of flooring of shop	10%
At the time of offer of possession	5%

(c) Installment call notice sent by the promoter / developer at the effect that installment/payment has become due shall be final and binding on the Allottee(s). It is made clear that time for payment is the essence of the contract.

(d) In exceptional circumstances, the promoter /developer may, in its sole discretion condone the delay in payment by charging interest @ 18% per annum. In the event of the promoter/ developer waiving the right of forfeiture and accepting interest/ other compensation on that account, no right whatsoever would accordingly

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(e) The Allottee(s) shall also be liable to pay service tax and other applicable govt charge, levies etc imposed by the Government or Local Authority for any external / peripheral/ services to be provided to the Apartments, on prorata basis according to the size of the unit as may be intimated by the provider to the allottee(s).

(f) Rates are charged above for the area of the unit for covered area plus proportionate share of the area under common passages, staircase, walls etc. i.e. (super area basis).

8. The promoter/ developer shall complete the construction of the Apartment and handover the possession of the unit to the Allottee(s) as soon as possible subject however to force major circumstances, timely payment by Allottee(s) availability of material items for construction, changes of policy by the government agency and local authorities and any other causes beyond the control of the promoter/ developer no claim by way of damages or compensation shall be lie against the promoter / developer in case in handling over the possession on account of the said reasons or any other reason beyond the control of the promoter/developer.

9. In case of any supervening even like acquisition, or any other decision of government or local authorities, the promoter is unable to complete the inti, the Allotte(s) will remain obliged to make payment to the promoter proportionate to the extent of the completion thereof and as may be certified by the Architect of the promoter/developer. The decision so made shall be final. However space fixed above has, the Allottee(s) shall be entitled to the transfer of the right of the promoter /developer in the unit in his/her favor and also be entitled to receive any compensation etc. awarded thereof.

10. The Allottee(s) is/are not entitled to nominate / transfer/ encumber his right of allotment till the sale of the unit in his favor is completed, except with prior written consent of the promoter/developer and on payment of such administrative and other charges as may be specified by the promoter in the behalf. The transferee shall be bound by the terms of this allotment in all respect.

11. Construction cost may show escalation. The rate sq. ft of the saleable space fixed above has been based on cost as on.....This however, shall stand enhanced if the cost of construction increases. The increase in the cost of construction shall be calculated on the basis of the proportionate increases in the building cost indices as followed by the CPWD from time to time. The cost of construction being a part of the sale price will be calculated in accordance with the equation below:-

Final sale price: sale price per sq. ft as recorded above PLUS the following per sq. ft

$Rs * \{ (Cost\ index\ on\ the\ date\ of\ completion_1) \}$

Cost Index on.....

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ALLOTTEE(S)

12 (a) The cost index will be as applicable to the plinth area as followed laid down by CPWD from time to time. The decisions of the promoter/developer on the increased cost of the constructions shall be final and binding. The increased incidence may be charged and recovered by the promoter from the Allottee(s) with any one or more of the installment or separately. There will be no liability to render accounts.

(b) The applicable cost index on any particular date shall be arrived at by averaging interpolating the cost indices available.

13. Cost of electric service connection and other fixtures are not included in the aforesaid price of the unit and shall be payable in addition. Cost of providing and installing firefighting equipment/preventive measures in the building shall be charged additionally and be paid by the Allottee proportionately. All taxes/charges liable on the unit after the date of booking shall be borne by the Allottee(s). The Allottee(s) shall be liable to pay all expenses for preparation of legal documents stamp duty, registration charges other incidental expenses for registration of conveyance deed in relation to the unit as may be intimated to the Allottee(s) by promoter/ developer. The allottee(s) shall entitle to the possession of unit only after the amount payable under the terms of this allotment letter is paid.

14. Upon taking possession of the unit the Allottee(s) shall have no claims against the promoter as to any item of work, quality of work, material, installation etc. in the said unit or any other ground whatsoever complains, if any are to be got rectified before delivery for the possession to the Allottee(s).

15. The Allottee(s) shall not make any additions/alteration in the unit or complex without permission from the promoter and the concerned authorities, nor cause any damage or nuisance in the unit or in the complex in any manner. In case any partition Internal decorations, false ceiling etc. are installed by the Allottee(s) then all necessary permission from the authorities (if Required) will be obtained by the Allottee(s) directly at his own expenses.

16. Before the possession of the unit, the Allottee(s) shall keep an interest free security deposit with the promoter or its nominee as Security Deposit towards the payment of maintenance charges. The amount of Security deposit will be decided by the promoter/developer or its nominee. A separate agreement between the Allottee(s) and the promoter/ nominee will be signed specifically incorporating the terms of payment and maintenance.

17. The maintenance, upkeep, repairs etc of the apartment will be organized by the promoter or its nominee. The allottee(s) agrees and consent to the said arrangements. The Allottee(s) shall pay maintenance charges which will be fixed by the promoter or its nominee from time to time depending upon the maintenance cost. Any delay in payment will make the Allottee(s) liable for interest @ 18% per annum. Nonpayment of any of the charges within the time specified shall also disentitle the allottee(s) to the enjoyment of common service including electricity, water etc.

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18. That the maintenance of the apartment including all walls and partitions sewers, drains pipes etc. shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee will neither himself do not permit anything to be done which damages any part of the building, the staircase, shafts, common passages etc. or violates the rule or bye-laws of the local authorities. The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the company may recover the expenditure incurred in rectification from the allottee(s).

19. Any request for any change in construction of any type in the unit from the allottee(s) will not be entertained.

20. The allottee(s) shall abide by all laws, bye-laws, rules and regulation of the local Development Authority/ Aligarh Municipalities/ Local Bodies and shall be responsible for breach of any of the applicable rules, laws, by laws etc.

21. The allottee(s), if resident outside India shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 and other applicable laws including that of remittance of payment(s) and for acquisition of property in India. The promoter/developer will not be responsible or liable for any concealments or violation in this respect by the allottee(s). A declaration and other required documents to that effect will be furnished by the allottee.

22. The promoter/developer may, in its sole discretion, appropriate the money received from the allottee(s) towards any account due and the appropriation so made shall not be questioned by the allottee(s).

23. That the allottee(s) shall get his/her complete address registered with the promoter/developer at the time of booking and it shall be his/her duty to inform the promoter/developer by registered post about all subsequent changes, if any, in his/her address, failing which all letters posted at the first registered address and the allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.

24. In case there are joint allottee(s), all communication shall be sent to the allottee(s) whose name appears first at the address given by him/her for mailing which shall for all purposes be considered as served on all the allottee(s) and no separate communication is deemed necessary to the other named allottee(s). All the joint allottee(s) have agreed to this condition.

25. The allottee(s) agrees that the promoter shall have a right to raise loans by mortgaging the land of the **apartment** with any financial institution or company. However the promoter shall be bound to vacate any such charges before handing over the possession to the allottee(s).

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ALLOTTEE(S)

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26. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said unit, the same shall be referred to the sole arbitration of a person to be appointed by the company the allottee(s) hereby confirms that he/she /they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceeding shall always be held in Ghaziabad/Noida/Delhi/Aligarh of U.P., India only. The arbitration and conciliation act, 1996 or any statutory amendments /modification shall govern the arbitration proceeding thereof for the time being in force. The high court of Allahabad and court Subordinate to it at Ghaziabad / Noida/ Aligarh shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.

Yours Faithfully

For SANGWAN LANDCO PVT LTD

(AUTHORISED SIGNATORY)

I/ we hereby accept the allotment terms and conditions mentioned herein above .

(Signature of the Allottee(s))

Dated:-

Witnesses:-

1.

2.

(DEVELOPER)

(ALLOTTEE(S))



SANGWAN LANDCO PVT. LTD.

AN ISO 9001:2008 COMPANY

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