

### Allotment Letter

Dated:

To,

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(Sole/First Applicant)

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Please refer to your application dated \_\_\_\_\_ with M/s. Sanfran Developer Pvt. Ltd.. having its registered office at 143, First Floor, Tribhuvan Complex, Ishwar Nagar, Mathura Road, New Delhi-110065. We are pleased to allot you a unit in Sanfran Ashok City, Kanpur-Gwalior Bypass Road, Jhansi (U.P.) as per details below:

This allotment is subject to the terms and conditions detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document. This cancels all previous allotment letter issued against this allotment, if any. You are requested to quote the allotment No. in all future communication with us.

#### UNIT DETAILS

Type Villa ; Unit No. \_\_\_\_; Block \_\_\_\_; Saleable Area \_\_\_\_ sqfts. Plot Area \_\_\_\_\_ Sqft.

BASIC PRICE (Inclusive of Preferential Location Charges (PLC) if any) Rs. \_\_\_\_\_/-  
ONLY. \_\_\_\_\_)

Company

Allotee (s)

### **PAYMENT PLAN**

Booking Amount: Rs. \_\_\_\_\_/-(Paid vide Receipt No.: \_\_\_\_\_ )  
(The Allotment Letter is subject to realization of the booking amount cheque/draft.)

### **PRICE DETAILS**

| Particulars             | Rate | Amount |
|-------------------------|------|--------|
| <b>Basic Sale Price</b> |      |        |
| P.L.C                   |      |        |
| Total Amount Payable    |      |        |

| Particulars   | Rate | Amount |
|---|------|--------|
| Club Membership (on offer of Possession)                                      |      |        |
| IFMS / Sq.Ft. (on offer of Possession)  | @ 15 |        |
| EDC / Sq.Ft. (on offer of Possession)   | @ 9  |        |
| Electricity & Water Feasibility charges upto 2kva<br>(on offer of Possession) |      |        |
| Six Months Advance Monthly Maintenance charge                                 | @ 1  |        |

**Note – Service Tax Payable & Monthly Maintenance Charges As Applicable**

### **PAYMENT PLAN**

|  |                  |
|--|------------------|
| At the time of Registration                                    | 200000           |
| Within 30 days of Registration                                 | 15%              |
| Within 60 days of Registration                                 | 20% + PLC-200000 |
| On commencement of DPC   | 10%              |
| On commencement of Ground floor slab                           | 10%              |
| On commencement of GI & CI piping                              | 10%              |
| On Commencement of Mumty                                       | 10%              |
| On Commencement of Internal plastering                         | 5%               |
| On Commencement of Flooring                                    | 10%              |
| On commencement of Painting                                    | 7.5%             |
| At the time of offer of possession along with<br>other charges | 2.5%             |
|  |                  |

### **POSSESSION**

Possession of the unit will be given within \_\_\_\_\_ months from the date of booking subject to the receipt of the entire Basic Price & service tax, extra charges, registration charges and any other charges as may be intimated by the Company.

Further the possession of the unit will be given after the execution of the Sale Deed/Registry in favor of the Allot tee(s).

Note:

Company

Allotee (s)

- ✓ Extra charges, which are over and above the basic price as mentioned in various clauses of this Allotment Letter shall become payable within 20 days from the date of demand which shall formally be 45 days before completion date
- ✓ The installment call notice given by the Company shall be to the effect that installment has become due as stated above shall be final & binding. It is also made clear that timely payment of all installments is essence of this allotment.

### **TERMS AND CONDITIONS**

This Allotment Letter is issued on this \_\_\_\_\_ bearing allotement No. \_\_\_\_\_ by **M/s SANFRAN DEVELOPER PVT. LTD.** a Company incorporated under the Companies Act, 1956 having its registered office at 143, First Floor, Tribhuvan Complex, Ishwar Nagar, Mathura Road, New Delhi-110065 (hereinafter referred to as the COMPANY, which expression shall include its assigns and successors etc. unless the subject and context requires otherwise).

### **IN FAVOUR OF**

|           |                       |
|-----------|-----------------------|
| Applicant | Mr.<br>S/o<br>Address |
|-----------|-----------------------|

(Hereinafter referred to as the ALLOTTEE(S), which expression shall include his/her assigns and successors etc. unless the subject and context requires otherwise).

WHEREAS the Company is developing Residential Project by the name of **Sanfran Ashok City** located at Kanpur Gwalior Bypass, Mauja mary Jhansi (UP).

AND WHEREAS the Company or its associates has purchased the said land for its aforesaid project Sanfran Ashok city under the registered sale deed and performance agreement.

### **NOW THIS ALLOTMENT AGREEMENT WITNESSETH AS UNDER:**

### **PAYMENTS**

1. That the timely payment of installment as indicated in the payment plan is the essence of the agreement. If any installment as per the schedule is not paid by the due date, the Company will charge interest at the rate of 24 % p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive installments, the allotment will automatically stand cancelled without and any prior intimation to the allottee/s and the Allottee(s) will have no lien on the unit. In such a case, 10 % of the total basic price of the unit will stand forfeited and the balance amount, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment

Company

Allotee (s)

exceeding three months by charging interest @ 24 % p.a. and restore the allotment in case it has not been allotted to someone else on the waiting list. In such a situation, an alternate unit. If available, may be offered in lieu of the same.

2. That for preferentially located units, extra charges will be payable, if any.
3. That in case the applicant, at any time desires for cancellation of the allotment, it may be agreed to, though in such a case, 10 % of the total basic price of the unit will be forfeited and the balance, if any, will be refunded without any interest.
4. That in case the Allottee(s) wants to avail of a loan facility from his employer or any financial institution or any bank to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the following:
  - (i) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.

The responsibility of the getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by the provisions contained in clause 1 as above.

|                                   |   |
|-----------------------------------|---|
| <b>D. TERMS OF THE LICENSEE /</b> | <b>Jhansi Development Authority (JDA)</b> |
|-----------------------------------|---|

1. That the project is being executed by the Company on freehold land which has been purchased by Mr. Dinesh Kumar S/o Shri Tej Ram Verma at Arazi no.70,72 and company has entered into a registered consortium agreement with land owner on dated 7/07/15 wide Serial No. 75 in the office of sub-registrar jhansi for development of Residential project on the aforesaid purchased unit.
2. That upon the execution of the sale deed the allottee/s will be bound by all the terms and conditions of the sale deed and performance agreement executed between the Company in respect of the aforesaid project land.
3. That all the terms and conditions of Sale deed and Performance Agreement will be mutatis mutandis applicable to the Allottee(s).
4. That all the terms and conditions issued by the Jhansi Development Authority to the Company will be mutatis mutandis applicable to the Allottee(s).

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| <b>E. POSSESSION</b> |
|----------------------|

1. That the possession of the independent unit shall be offered to the allottee/s only after the execution of the sale deed of the unit duly registered in favour of the allottee/s. The sale deed shall be executed only after the entire payments and other dues and charges in respect of the allotment are cleared by the allottee/s.
2. That all charges, expenses, stamp duty, official fees, Service tax, Sales Tax etc. towards sale deed including documentation; will be borne by the allottee/s.
3. That for computation purposes, the units are being allotted on the basis of super area, which means and includes built-up covered area of the unit plus parking, Mumty, boundary wall etc.
4. That the final super area of the units will be intimated after final physical measurement after construction. In case of variation in actual super area vis-à-vis booked super area, necessary adjustments in costs, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in the built-up area or dimensions of the units.
5. That the sizes given are tentative and can be modified due to technical and other reasons. E.g. change in position or design of the unit, number of the unit, its boundaries, dimensions or its area. The Company shall be liable only for cost adjustment arising out of super area variations.
6. That in case a particular unit is omitted due to change in the plan or the Company is unable to hand over the same to the allottee/ for any reason beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the allottee/s or non-availability of the unit the Company shall be responsible to refund only the actual amount received from the allottee/s. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund the extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further the layout plans shown in the literature is tentative and is subject to change without any objection from the allottee/s.

#### **F. GENERAL TERMS AND CONDITIONS**

1. That the address given in the application form shall be taken as final unless any subsequent change has been intimated under registered A.D. letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the Allottee(s).
2. That the Company shall have the right to raise finance from any Bank / Financial Institution / Body / Corporate and for this purpose create equitable mortgage against the construction or the proposed built up area in favour of one or more financial institution and for such an act the allottee/s shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction of the complex. Notwithstanding the foregoing, the Company shall ensure to

have any such charge, if created, vacated on completion of the complex and, in such a case, before the transfer/conveyance of the title of the unit to the Allottee(s).

3. That the Allottee(s) agrees to furnish his/her Permanent Account Number (PAN) or Form No.: 60, as the case may be within 30 days from the date of execution of this allotment letter, if not furnished earlier.
4. That the allottee/s may undertake minor internal alterations in his unit only with the prior written approval from the Company. The Allottee(s) shall not be allowed to effect any of the following changes/alterations:
  - (i) Changes which may cause damage to the structure to the structure (Columns, beams, slabs etc) of the unit or to any part of adjacent unit. In case damage is caused to an adjacent unit or common area, the allottee/s will get the same repaired at his/her own cost and expense
  - (ii) Changes that may affect the façade or common areas of the building e.g. changes in the windows, tampering with the external treatment, changing of wardrobe position, changing the paint colour of the balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or paintings of signboards etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the expense of the allottee/s.
  - (iii) Making encroachments on the common spaces of the Project.
5. That the Allottee(s) shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other Allottee(s) in the complex.
6. That in case of transfer of allotment / ownership of unit, a transfer fees as prescribed by the Company shall be payable by the Allottee(s) to the Company.
7. That the development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any act of God. In case of delay in possession as a result of any notice, order, rule, notification of the government / court of law / public / competent authority or any other reason beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable costs including those material mentioned in the specification sheet, the Company will be entitled to use alternative / substitute material without any claim from the Allottee(s).
8. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of the above project from the Banks/Financial Institutions after mortgaging the land / Villas of the said complex,

however, the sale deed in respect of the said unit in favour of allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.

9. Until a sale deed is executed & registered, the Company shall continue to be the owner of the Villa and also the construction thereon and this allotment shall not give to the allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company shall have the first lien and charge on the unit for all its dues that may / become due and payable by the Allottee(s) to the Company.
10. That in case of Non Resident Buyers, the observance of the provisions of the Foreign & Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Allottee(s).
11. That the allottee/s has fully satisfied himself/herself about the interest and title of the Company in the said land on which the unit as a part of Residential project is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the Allottee(s) in this respect.
12. That in case of joint Allottee(s), the Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint Allottee(s) sufficient for its record.
13. That for all intents and purposes, singular includes plural and masculine includes feminine.
14. That all the disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the parties.
15. That all disputes or disagreements arising out of in connection with or in relation to this allotment which cannot be amicably settled shall be finally decided by arbitration who shall be appointed by the Company. This Allotment letter and its all Terms and Conditions does not constitute an Agreement to Sell. In case any action, notice or claim is initiated by any authority to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this allotment letter and any other document pertaining to this allotment now or in future, the same shall be payable and be paid by the Allottee(s) and the Company will not be liable to pay any part thereof.
16. Until a sale deed is executed & registered, the Company shall continue to be the owner of the said flat and this allotment shall not give to the Allottee(s) any right, title or interest therein even though all payment have been received by the Company. The Company shall have first lien and charge on the said flat for all its dues.
17. Allottee(s) has gone through the contents of the sale deed in favour of the Company in respect of the said land and Allottee(s) has fully satisfied himself about the interest and the title of the Company or its sister concern or its associates in the said land on which the unit as a part of Residential is being constructed and has understood all limitations and obligations in respect thereof and there will be no objection by the Allottee(s) in this respect.

18. That in case of any dispute between the Co-Allottee(s), the decision from the competent court of Jhansi shall be honored by the Company.

Dated

Place : Jhansi

For Sanfran Developer Pvt. Ltd..

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

Auth. Sign.

(Signature of the Allottee(s))

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WITNESSES:

1.

2.

Company

Allottee (s)