

ALLOTMENT FORM & AGREEMENT TO SALE

ARYA'S-72

(Project Registration No.- UPRERAPRJ12498)

This Agreement to Sale is executed on this.....day of.....between **M/s AADRIKA INFRACON PVT. LTD.**, having its registered office at **6/231, Bhairon Bazar, Belanganj, Agra** through its Director **Mr. Shailabh Sharma S/o Sh. Harish Chandra Sharma R/o 23, Nehru Nagar, Agra.**

(Herein called the Builder)

AND

Mr./ Mrs..... S/o , W/o Sh.....
R/o

AND

Co/Joint Applicant

Mr./ Mrs..... S/o , W/o Sh.....
R/o

(Herein called the Allottee)

The allottee had shown interest in purchasing flat at "ARYA's 72" Multistoried Residential Apartment Scheme situated at Khasra Nos. 177 (Minjumla), Mauja Mohammadpur, Teh. & Distt. Agra, vide application dt.....and the Builder has agreed to sell the unit to the allottee on the terms & condition herein:-

Details of Unit/Flat Allotted to the Applicant as per Application:-

Name of Applicant(s)	:-..... :-.....
Date of Application	:-.....
Flat (Unit) No. & Floor	:-.....
Area of Flat (Unit)	
1. Carpet Area (in Sq. Mtr.):-	-----
2. Area under Balconies +Projections + External Walls:-----	-----
3. Total Built Up Area of Flat:-	-----
4. Proportionate Common Area(3+4):-	-----
5. Total Saleable Area:-	-----
Terrace Area:-	:-.....
Parking Details	:-.....
Power Back-up provided	:-.....
PAN	:-..... :-.....
E-mail	:-.....
Specification Details	:-.....

(Aforesaid information to be filled by Applicant)

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Now therefore this agreement to sale to herein as under:-

01. That the basic consideration price of the unit is Rs.....
(Rupees.....)
out of which the allottee has paid Rs..... as a booking amount.
02. The Allottee has to make the balance payment of Rs.....
in equal monthly/Quarterly/half yearly installment of Rs.....starting
from dt..... the installment hereto be paid by 7th of month.
03. If the allottee fails to deposit the installment, Builder shall have the right to charge interest of 12%
P.A. from due date, minimum for one month.
04. If the allottee fails to deposit the 3 consecutive installment for 90 days, the Builder shall have the
right to cancel the allotment and forfeit 10% of the total cost /booking amount whichever is higher
of unit and the intending allottee(s) shall be left with no right or lien on the said apartment or any
part of the land.
05. The basic price estimate of ARYA's 72 is calculated on the prevailing market rates of material and
labour as taken below:-

Cement	Rs. 230/- Bag
Grit	Rs. 28/- Cft.
Sand	Rs. 32/- Cft
Steel	Rs. 41/- Kg.
Skilled labour	Rs. 265/- Day
06. The cost of Unit mentioned above is calculated at the present Prevailing Market Rates and if any
abrupt escalation in the price of basic materials and labour charges occurs during the execution of
construction work to the extent of more than 10% the allottee shall be liable to pay the additional
charges on the cost of construction as per Prevailing Market Rates as on the day.
07. Right of transfer to other Nominee shall be subject to permission of the Builder for which allottee
shall have to pay Rs.100 Sq. Ft. of the total built up area of the Unit.
08. The area of Unit sold is indicative and subject to minor variation in area and specification
according to architects recommendations.
09. The cost of extra area or specification shall be paid by the allottee to the builder in advance.
10. The cost of Unit does not include Government duties, taxes, registration charges/fees, municipal
taxes, stamp duty, GST, electricity charges, which are extra and to be borne by the allottee.
11. The allottee has agreed that he/she shall abide the rules and regulation of the residential society
formed by builder or by the residents of the Arya's 72.
12. The allottee shall get the Sale Deed registered in his favour as per Apartment Act before taking
physical possession of Apartment.

(3)

13. That the allottee shall pay maintenance charges for upkeep and maintain of various services and facilities (excluding internal maintenance of the apartment) in the complex as determined by the Builder or its nominated agency. The maintenance charges for 1 year have to be paid in advance at the time of offer of possession of the apartment or sale deed whichever is earlier.
14. That further in addition to the payment of maintenance charges the allottee (s) shall pay Rs. 1,00,000=00(Rupees One Lakh Only) for the creation of sinking fund so as to secure adequate provisions for the replacement, refurbishing, major repairs of the facilities and equipments etc. installed in the complex. The sinking fund deposit shall be a non-refundable deposit. The interest earned on the amount of the sinking fund shall be used by the builder/residents society to meet the cost of replacements, major repairs etc.
15. The allottee shall have the right of use of covered parking only for car parking, any other use is prohibited. He/she shall keep his/her vehicle in the designated parking space.
16. Allottee has agreed that he/she would not make any structural changes or internal changes in the apartment without written permission of the Builder.
17. Any extra work shall be done by the Builder only and no third party shall be given permission to enter the apartment before possession. The cost of extra work has to be deposited in advance.
18. The allottee shall not make any changes to the façade of the building.
19. The allottee shall have to install proper trays for window air-condition so that water does not drip on to the building.
20. Allottee shall take the possession of the apartment within 30 days from the date of issue of final notice of possession failing to do so the allottee shall be deemed to have taken possession of the apartment. In such a case the company shall not be responsible for any loss or damage to the finishing/fixing in the apartment due to failure of the allottee to take possession within the stipulated time. Further holding charges @ Rs.10/- per Sq. Ft. per month of the apartment area, shall also be payable by the allottee to the Builder, in case of failure to take possession to the apartment within the stipulated time.
21. Allottee shall use the apartment solely for residential use; no commercial activities of any sort would be carried out.
22. Any change in the correspondence address, it shall be responsibility of the allottee to inform the Builder by registered letter, failing which all demand notices and letters posted at the earlier address shall be deemed have been received by him/her.
23. That the possession of the apartment is reasonably expected to be delivered by the Builder to the allottee after 20 months from the date of agreement subject to circumstance beyond the reasonable control of the Builder or because of any natural calamities provided the allottee has paid all installments/dues on time.

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In the event of any default or delay in payment from allottee, the Builder shall be entitled to reasonable extension in delivery of possession of the apartment to the allottee. It is however understood between allottee and Builder that various towers/structures/amenities comprised in the complex shall be completed in phases. For taking of possession of apartment the said apartment has to be ready as per specification and basic facilities i.e. lifts, lights, water and sewer have to be ready to use conditions.

24. If the allottee has paid all his installments/dues regularly without any default and the Builder fails to handover the possession within 1 month from the stipulated period of possession, the Builder shall pay simple interest of 10% P.A on the tentative cost of incomplete work in the Apartment/Unit.
 25. Allottee shall comply with all the terms & condition of bye laws of the company, Apartment Act, Society Act and Registration Act.
 26. All disputes are subjected to Agra Jurisdiction.
 27. It is also understood that the general terms & conditions as mentioned above are not for the purpose of final Sale Deed of the apartment & may further be supplemented or amended in the sale deed. The Sale Deeds terms & condition supersedes all the earlier agreement.
- I/We herein declare that the above terms & condition have been read/understood by me/us and same are acceptable to me/us.

IT IS AGREED BETWEEN THE BUILDER AND ALLOTTEE AS HEREUNDER:-

Name of Project:-	ARYA's 72
Unit No.:-	
Basic Construction price of Unit:-	
Basic charges (if any):-	
Amount paid by Allottee:-	
Balance payable by Allottee:-	

It is agreed that allottee shall make the balance payment of Rs..... in equal.....Nos. monthly/quarterly/half yearly installment of Rs..... Starting from dt..... The installment here is to be paid by 7th of month.

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IMPORTANT:-

1. The building "ARYA's 72" is based on monolithic shear wall construction, In general R.C.C. framed structure is done with infill brick work, But in Arya's 72 the whole building is monolithic i.e. there are no partition brick walls. All walls are of R.C.C. There are no columns and beam supports so all the support are on the walls, thus forming a single construction material. In general we have seen that people make alterations according to their need but in this type of construction no alterations can be made and any chase cutting or dismantling of any wall will result in damaging the structure of building.

So therefore allottees has to understand and give it in writing that he would never ever do any kind of structural alteration or any kind of cutting in the R.C.C. walls.

This is a very modern concept yet to be followed in general. So the allottees of Arya's 72 will be the first one in Agra to enjoy the beauty of this type of construction. There are many benefits of this type of construction but with only one negligible cons of not able to alter anything, therefore we have taken every possible thing in mind regarding location of lights, fans, points A.C. points etc. for your convenience.

Letter for Acceptance:-

I/We.....
have been allotted Unit No.....onFloor in Arya's 72, given our consent that we will not make any kind of alterations or chase cutting in R.C.C. Walls at any cost till the time we posses this property and in future if we sell it, we would make it a point for the new member to abide by this rule. li/We also undertake that not abiding the rule may treated as unlawful and can be sued in the court of law.

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