

Proforma of Allotment Letter

ALLOTMENT LETTER

This allotment letter made & executed on this 09th day of October 2016.

Between

Sun infra services Pvt. Ltd. (A company duly constituted and incorporated under the provisions of Indian Companies Act having its registered office at Lodhipur, Shahjahanpur, through it's Director (here in after jointly referred to as " The Allottee" which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs executors, administrators, successors and assigns) of the First party .

IN FAVOUR OF

Name & Address of Allotte. Here in after referred to as the Allottee (which expression shall whatever the context so required or admits mean and include his/her/their executors, administrators and assigns of the Other Part. Where as the Allottee have purchased a Land through sale deeds at Lodhipur/,RasoolpurJahanganj, Shahjahahpur .

AND WHEREAS, the Allottees are being intent to develop a residential Plot/Villa/houses/colony/complex under the name and Style City Park and the Allottees had applied for sanctioning of Layout Plan/Map, Which was duly sanctioned. The lay out has been approved from prescribed authority (City Magistrate) regulated area, shahjahanpur vide their Letter No. 364 (Amended) 2013-2014 date. 24.04.14.

And Whereas the buyer has examined the Villa plan and also the layout plan on the said land, design and specifications of the Villa/House in general and the constructed portion of it include the Villa/House allotted to him/her in particulars has agreed to construct the Villa as per specifications shown in **Schedule II & III** And the buyer hereby consented that the Allottee/builder may make therein such variations modifications or additions as may be required by any Local/State/Central Authority prescribed or as the Allottee/Builder in its sole discretion may think fit, proper and recovery.

And whereas the Allottee with a view to construct Villa consisting of number of Villa's got prepared Villa plans from the architects, according to Allottees' desire and construction of the said Villa has been undertaken in accordance there with by Allottee himself. The project shall be known as **CITY PARK TOWNSHIP**

And whereas the allottee has applied for allotment of villain the said complex and the allottee has been provisionally allotted, Villa No. . of 3BHK/ 2BHK at **City Park Township Lodhipur, Shahjahanpur.**

Now this deed witnesses as under.

Preliminary:

WHEREVER: the allottee is a female the expression he, him, his himself in this allotment letter in relation to the allottee shall be read and construed as she, her, herself etc. these expression shall be modified and read suitable wherever by allottee is a stock Company or other body corporate.

WHEREVER: There are more than one allottee, the expression 'allottee' in the allotment letter shall be construed as including each such allottee and their and each of their heirs, executed and assigns.

Plans and specifications

1. The allottee having inspected and seen the title, plans design, specifications approves the same and also agree that Allottee may make such variations, additions, alternations etc. therein as it may in its sole discretion consider proper or as may be required by the regulatory authority Shahjahanpur/Development Authority or any other Authority Govt. Agencies and the allottee hereby gives consent to such variations, additions, alterations etc.

Allottee's title of property

2. The allottee having seen the relevant papers and is fully satisfied that the title of the Allottee to enter into this allotment letter.

Sale price & Mode of payment

3. (a) Subject to the conditions herein, the allottee, agrees to book and the Allottee agrees to allot provisionally.

Villa No..... In the said Township as per plans and specification, inspected, seen and approved by him for Rs./-(Rupeesonly) having an approximate Land Area & Covered Area which include the Covered areas including walls Cupboards, window projections and plus proportionate share of area under staircases.

- (b) The total price of Rs./-(Rupees only) as aforesaid shall be paid by the allottee to the Allottees in installments as per schedule of installments given below.

Payment Plan:

S. no.	% of B.S.P	Due On	Amount Rs.
1	10%	At The Time Of Booking	
2	20%	At the time of Plinth Label	
3	15%	Door Label	
4	15%	Slab Label	
5	10%	Completion of Civil Work	
6	10%	Plaster	
7	10%	Flooring	

8	5%	Finishing	
9	5%	possession	
		total	

- (c) If payment is not received by the Allottee within the period given in the payment plan or if there is any breach of this allotment letter by the allottee then this allotment is liable to be cancelled and 10% of the price of the Villa shall be forfeited the balance amount will be refunded without any interest. Time for payment will be treated as essence of this allotment letter. In case the allotment is cancelled by the allottee at any point of time, a sum equal to 10% of the price of the Villa shall be forfeited and the balance amount shall be refunded without any interest.
In exceptional circumstances, the Allottee may at its absolute discretion condone the delay in payment by charging interest at the rate of 12% p.a. on the amount outstanding.
- (d) The Allottee has prepared its own lay out and Villa plan of the Villa of different sizes and dimension, as decided by it.
The lay out in the Villa and plan approved by the concerned authorities can be modified or changed by the Allottee itself after getting approval of the authority concerned and the prospective allottee will have no say in changing the plan construction. It is further agreed by the allottee that all construction shall be made by Allottee on its own account.
- (e) Any betterment charges, development levies, property taxes, additional premium, ground, rent, vacant land tax, and any other sums payable to or demanded by the Municipal Authority, Shahjahanpur Development Authority and Local Authority or Governmental Agency and the Maintenance charges to be charged by Regulatory Authority for maintenance of the above said plot in the name of the Allottee shall be borne by the allottee in proportion to the area acquired under this allotment Letter and shall be payable immediately on demand.
- (f) That no Villa shall be constructed by the Allottee according to the desire or specification or on request of any prospective buyer.
The Allottee shall not undertake to make any construction for and on behalf of any allottee to whom Villa shall be sold by the Allottee after its completion.
- (g) If the area of the Villa increases, the difference in the area shall be paid at the prevailing market rate at the time of execution of sale deed or earlier when the demand is made by the Allottee.
- (h) The sale shall be effective only after the Villa is completed. The sale deed will be subject to the requisite permission being accorded by Prescribed Authority (city magistrate) Regulatory area.
- (i) Current applicable taxes like Vat, Service & other Taxes applied by the State Government of U.P. & Central Government in future till the completion of project to be charged extra.
- (j) The allottee shall be liable to pay all expenses for preparation of legal documents including Stamp Duty, Registration Charges other incidental expenses for registration (of sale deed executed) thereof in relation to the allottee by the Allottee.
- (k) External Development charges like Electric Connection charges are not included in the cost of the Villa. Electric connection and meter installation charges will be charged extra and the amount payable will depend on the estimated cost furnished by the U.P.P.C.L or

equivalent electricity distribution agency. For the service connection, substation equipment, security deposit etc. and for the space utilized therefore. Allottee will be required to pay the rate per Sq. ft. as demanded by the builders to meet the above expenses which will be charged in proportion to the area of the Villa.

(l) Similarly any future additional requirements of firefighting Equipment or requirements inside the Villa of which may be required on account of the said reasons or any other reasons beyond the control of the Allottee shall be charged extra and paid by the allottee proportionately.

(m) The Allottee may at its sole discretion appropriate the money from the allottee towards any account and the appropriation so made shall not be questioned by the allottee.

(n) That the Allottee has absolute right to raise finance from any bank financial institution or body corporate and for this purpose the Allottee can create equitable mortgage of the land or any portion of the construction which are being made including Villa which the Allottee allot in favour of one or more such institutions bank since the Allotteeship and title in the same always remains with the Allottee.

Notwithstanding the foregoing the Allottee will ensure that if any such charge is created the same shall be removed by getting a No Objection Certificate (N.O.C.) from the bank/institution from which the finance is raised. This N.O.C. will be specific to the Villa which is being sold and will be obtained from the said bank/institution, before execution of sale deed in favour of all allottee(s).

4. (i) The Allottee shall complete the complex and hand over the possession of the Villa to the allottee at the earliest possible date from the date of agreement 20 months, subject always to 50% of the Villa allottee making timely payment and Force Majeure Causes availability of essential items for construction, change of policy of the Government agencies and local authorities and other causes beyond the control of the Allottee. The allottee has no right claim by way of damages /compensation shall lie against the Allottee in case of delay in handing over the possession on account of the said reasons or any other reasons beyond the control of the Allottee.

(ii) In case the complex is not completed or the Villa to be acquired by allottee is not constructed the Allottee may cancel the Villas without assigning any reason and the principal amount received by the Allottee from the allottee shall be refunded to the allottee. No other claim shall be made by allottee and entertained by the Allottee.

(iii) The Allottee shall be absolved of its responsibility of the timely completion and handing over of the possession of the Villa if the payments are not received by him strictly as per the terms of the Allotment Letter.

(iv) If the Allottee is not able to complete the commitment under this Allotment Letter for force Majeure reasons, the allottee shall make payment for work done as may be certificated by the Architect of the Allottee whose decision thereon shall be final.

(v) If the whole or part of the project is abandoned or abnormally delayed on account of force Majeure reason, no other claim will be preferred except that allottee money will be refunded without interest.

(vi) Whereas Allottee has made the commitment for a particular time delivery, subject to the above conditions. The Allottee shall pay Rs. 3/- per sq.ft. per month as penalty charges after 6 months of the time schedule provided the allottee has made full & timely payments as per the Schedule of payment agreed to any delay by the allottee in taking the possession

after the offer of possession has been made would attract holding charges at Rs. 3/- per sqft. Per month.

POSSESSION ONLY AFTER FULL PAYMENT

5. The allottee shall entitle to possession of the Villa only after the entire amount payable under this Allotment Letter is paid and the conveyance deed is duly registered with the Sub-Registrar concerned.

ALLOTTEE SHALL HAVE NO CLAIM AGAINST ALLOTTEE AFTER TAKING POSSESSION

6. Upon taking possession of the Villa's the allottee shall have no claim against the Allottee and to any item of work, materials, installations, etc. in the said Villa or any other ground whatsoever. Complaints if any are to be got removed before delivery of possession to the said allottee. All future taxes like Municipal etc. remain the ability of the allottee.

ALLOTTEE NOT LIABLE TO MAKE ADDITIONS AND ALTERNATIONS AFTER HANDING OVER

7. In after the possession of the said Villa is handed over the allottee, any additions or alternations in or about or relation to the said complex are required to be carried out by the Government/Shahjahanpur Development Authority/Municipal Authorities or any Statutory Authority or in any way pursuant to any statutory requirement, the same shall be carried out by the allottee in Co-operation with the other allottee in the manner liable or Villa at their own costs and the Society shall not be in any manner liable or responsible for the same. All such additions and alternations shall be carried out after getting the plans thereof sanctioned by the competent authorities in the common areas without prior permission of the Allottee or his nominee in writing. However the allottee may put up the name plate of standard size depicting his name only on the Entrance Door of the House or on the specially designated space for the purpose.
- (h) The allottee shall not decorate the exterior of his Villa otherwise than in the manner agreed with the Allottee or in the manner as similar as may be in which the same was previously decorated.
- (i) The covenants herein agreed by the allottee shall be handling and enforceable against the occupier as far as possible. Further, the allottee under his Allotment Letter shall be made legally binding on the occupier as a part of the term and conditions between allottee and the occupiers.

TRANSFER OF LEGAL TITLE

8. No right, title or interest will accrue in favour of the allottee until the sale deed is executed by the Allottee and the Allottee shall continue to be the Allottee of every part of construction and also the a Villa and also each and every material used in the construction which shall be exclusively owned by the Allottee and the allottee shall not be given any right, title or interest therein even though some payments have been received by the Allottee.

It is clearly understood that the Allottee shall remain the Allottee and title to the super structure and various part of the same at various stages of construction shall continue to be that of the Allottee and the allottee shall become the Allottee only after execution of the sale deed and its registration, on which stamp duty shall be paid by the allottee including registration expenses etc.

- (a). Upon completion of the Villa, the Allottee shall (subject to the whole of the consideration money and other dues being received), complete the sale and conveyance Deed of the Villa

in favour of the allottee. Till the conveyance Deed is executed the Allottee shall be the exclusive Allottee of the Villa and the construction shall be in the exclusive Allotteeship of the Allottee. The prospective allottee shall remain only an allottee of the Villa.

RESIDUARY RIGHTS WITH THE ALLOTTEE

- (a) The Allottee alone shall be entitled to obtain the refund of various securities deposited by it during construction of the Villa with various Governmental/Local authorities for electric and sewer connection etc.

INSURANCE OF THE VILLA

9. (a) The structure of the Villa will be got insured against fire and if necessary against earthquake by the Villa Allottee.
- (b) The allottee hereby covenants to keep and maintain the Villa periphery wall and partition walls and sewers, drains thereto in the same good tenantable state, order or condition in which it would be delivered to him and in particulars so as to support, shelter and protect the part of the Complex other than the Villa.

RESTRICTION ON THE USE OF THE VILLA ETC.

10. (a) The allottee shall not use the Villa or permit the same to be used for any purpose whatsoever other than as residential Villa as permissible under the terms of the sanction plan.
- (b) The allottee shall not use the Villa for any purpose which may or is likely to cause nuisance or annoyance to occupiers of neighboring properties or any illegal or immoral purposes.
- (c) The allottee shall not store in the Villa any goods of hazardous or combustible nature or which are so heavy as to effect the constructions or the structure of the said Villa or any part thereof.
- (d) The allottee shall not do or permit to do the following acts:-Make any alterations in any elevations and outside color scheme of the exposed wall of the verandah, lounge or any external wall, or both the faces of external doors and windows of the Floors to be acquired by him which in the opinion of Allottee differ the color scheme of the Villa.
- (e) The allottee may put up the name plate of standard size depicting his name only on the Entrance Door of the Villa or on the specially designated space for the purpose.
- (f) The allottee shall not decorate the exterior of his otherwise than in the manner agreed with the Allottee or in the manner as similar as may be in which the same was previously decorated.

NAME OF THE VILLA

11. The complex shall always be known as **CITY PARK TOWNSHIP** and shall never be changed by villa Allottees or anybody else. The name of the Villa and the Project name shall always be displayed at a prominent place near the lobby or entrance hall or gate of the Villa.

PROSPECTIVE BUYER TO INDEMNIFY THE ALLOTTEE

12. The allottee hereby covenants with the Allottee to regularly pay the amounts which the allottee is liable to pay under this Allotment Letter and to observe and perform all terms and condition contained in the Allotment Letter and to keep the Allottee and its agents and respective estates and effects, indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss and damages the Allottee may suffer as a result of nonpayment non-observance or non-

performance of the said term and conditions except insofar as the same are to be observed and performed by the Allottee.

LIEN OF THE ALLOTTEE ON THE PROSPECTIVE

13. The Allottee shall have the first lien & charge on the said Villa in the events of the allottee parting with any interest herein for all its dues as are and/or that may hereby become due and payable by the Buyer to the Allottee under this Allotment Letter.

RIGHTS OF THE PROSPECTIVE BUYER

14. The Allottee covenants with the allottee that on the allottee paying the dues and performing the terms of the Allotment Letter and stipulations on his part herein contained, he shall peacefully hold and enjoy the said Villa without any interruption by any person rightfully claiming under or in trust for the Allottee.

TRANSFER

15. (a) The allottee may sell or assign his rights in the Villa to any person but only after obtaining prior approval in writing of the Allottee and in accordance with law and after paying the necessary charges of the Allottee. In case of any transfer of Villa before the final registry, the allottee shall pay a sum of Rs. 50/- per Sq.Ft. to the Allottee.

DELAY OR INDULGENCE OF THE ALLOTTEE IN ON WAIVER OF ITS RIGHTS

16. If delay or indulgence by the Allottee enforcing the terms of this Allotment Letter or any forbearance or giving of time to allottee shall not be constructed as a waiver on the part of the Allottee of any breach or non-compliance of any of the terms and conditions of this Allotment Letter by the allottee nor shall in any manner prejudice the rights of the Allottee.

OTHER CHARGES

17. It is certified that cost of the individual Club membership (optional), are not included in the price mentioned herein before and will be chargeable extra.

NON RESIDENT INDIAN

18. The allottee, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Regulation Act 1973 and other applicable laws in including that of remittance of payment (s) and for acquisition the required declaration in the form prescribed by the Allottee.

INSPECTION OF DOCUMENTS AND OBTAINING COPIES

19. All the original documents relating to title of Allottee or the sanctioned map etc can be inspected at the registered office of the Allottee.

ARBITRATION

20. In case of any dispute between the Allottee and the allottee the dispute shall be settled through arbitration. it is hereby agreed that any Arbitrator appointed by the Allottee will be the sole arbitrator under this agreement and his decision shall be binding on both the parties.

JURISDICTION

21. That all the disputes between Allottee and the allottee shall be subject to the jurisdiction of Shahjahanpur court only.

MODE OF NOTICE

- 22 All letters, receipts, and/or notice issued by the Allottee or its nominee and dispatched under certificate of posting to the last address known to it of the allottee shall be sufficient proof of receipt of the same by the allottee and shall fully effectually discharge the Allottee /nominee.

IN WITNESS WHERE OF the Allottee as well as the allottee herein have hereunder signed on the day and year first here in above mentioned.

SIGNED, SEALED & DELIVERED

**For M/S Sun infra Services Pvt.Ltd
At Lodhipur, Shahjahanpur**

Authorized Signatory

WITNESS:

Schedule I

All that piece and parcel of plot situated at Lodhipur, Shahjahanpur,

Schedule II

Villa No. Land Area & Covered Area

Allottee

Promoter

SCHEDULE-I

Details and description of the Property

Plot of land situated at Layout No. 364 (Amended) 2013-2014 at village Lodhipur,/ Rasoolpur Jahanganj Distt. Shahjahanpur.

Villa / House No.

Type

Villa / House Area: As per Drawing

Land Area Sq.Mtr.

Estimated Length:

Eastern side Length 7.00 meter

Western side length 7.00 meter

Northern Side length 14.22 meter

Southern side length 14.22 meter

Boundaries:

East :

West :

North :

South :

SCHEDULE-II

Specification and particulars of the proposed construction of the building :

- Structure** - Load Bearing Walls with R.C.C.beams, columns and slab
- Finish** - **External** : Sand Face plaster with exterior paint, Wheatear coat.
- Internal** : Paint OBD.
- Flooring** - Interior Flour – Vitrified Tiles, Wooden Flooring in M.Bedroom.
- Porch** - Kota Stone
- Toilets** - Nonskid Glazed Ceramic Tiles on Floor & Walls up to 7 ft. height
- Kitchen** - Tiles on up to 2 feet ht. above platform with Granite slab on

Working platform.

- Doors** - Saalwood Chaukhat, Laminated Flush Doors & openable jali doors on all outer opening except duct.
- Window** - Fully glazed window shutters with fixed/ openable jali shutters on all Outer opening
- Security** - Mild steel jall to add comfort and security for your dreams home in Rear duct.

SCHEDULE-III

Sanitary

Indian /European Style W.C., wash Basin, stainless steel sink in Kitchen & Chrome Plated Fittings

(A)Toilet

- One tap point for fresh water
- One tap point for O.H.T.
- One shower from O.H.T.
- One Tap point from Geyser

(B) Kitchen

- One tap point for fresh water
- One tap point from O.H.T
- One tap point for R.O. water

(C) Courtyard

Electrical

Standard switches distribution panel box and standard Fittings PVC conduits and multistoried fire-resistant electrical cable

(A)Toilet

- One point for bulb
- One point for exhaust fan
- One plug point (5 Amp.)
- One plug point (5 /15 Amp.) for Geyser

(B)Kitchen

- One point for Tube light
- One point for Bulb
- One point for Exhaust fan
- One plug point (5 Amp.)
- One plug point (5/15 Amp)for refrigerator

(C)Courtyard

One tap Point in rear courtyard &
Front Lawn.

(D) Accessories

Towel ring, Soap dish holder,
Coat hooks Tooth brush holder

One Bulb and plug point for front Lawn
One Bulb and plug point for Rear Courtyard

(D) Store

One bulb point
One Plug Point (5Amp.)

(E) Drawing / Lobby Living / Bedroom

One point for fan
One point for tube light
One point for Bulb
Door bell in Lobby
Two plug point (5 Amp.)
One power point (5/15 Amp.)
One point for TV in Lobby & Bedroom
A.C point in Bedroom

IN WITNESS WHEREOF the Promoter as well as the buyer have put their signatures on this Agreement before the witnesses and the witness too have put their signatures on the date and year first mentioned.

First party

Second Party

Witnesses:

FOR OFFICE USE

Project Name **CITY PARK**

Appl. No. ----- Villa / House No.

Other charge -----per sq. ft.

Other charge-----

Rate / Cost Rs per Sq.Ft.

ALLOTMENT

(a) Villa No. Type

(b) Tentative Area Sq. Mtr.

Total Cost Rs./- (Rupees only)

Remarks.....

Authorized Signature

Dated :

Allottee

Promoter