

Offer of Allotment

This Allotment made on this ____ day of _____ 201__

Skynet Infraventures Pvt. Ltd. having its head office at 180, Pritam Nagar , Allahabad,
through its Managing Director Ritesh Paul

(Here-in-after called "The 1st Party"), VENDOR which term shall mean and include its successors, legal representatives and assignees unless expressly excluded.

1. Mr. _____, S/o _____, R/o _____.

Here-in-after called 2nd Party, VENDEE/allotee, which term shall mean and include his successor in office etc.

That the property is flats to be constructed freehold part of Plot No. 12 Civil Station, Allahabad.

That , 1.Anita Chowdry, Daughter of Late Kamla Pati Chowdry, Resident of 29, Watersreach Apartment, Good Child Road, London-N4,2EQ, Local Address: 1/1, Lyall Road, Allahabad ., 2. Jean Chowdry, Wife of Late Bishwanath Chowdry , Resident of 4 (old) new 16/6 Nawab Yusuf Road, Allahabad, 3. Smt. Meena Chatterji, Daughter of Late Biswanath Chowdry, Resident of, 1-C, Lyall Road, Civil Lines, Allahabad,4. Smt. Mala Mukerjee, Daughter of Late Bishwanath Chowdry , Resident of C-55, Tarapore Garden, Opposite Oshiwara Police Station, New Link Road, Andheri West, Mumbai-53,5. Smt. Shelley Sanyal , Daughter of Late Bishwanath Chowdry, Resident of 14 Haskins Road, Hanover, NH-03755, USA, through thier duly constituted attorney is Sri Gautam Chatterjee son of Sri P. K. Chatterjee resident of 1-C, Lyall Road, applied for Free Hold and thereafter 2842.34 Sq Meters land was converted to free hold by the virtue of Free Hold Sale Deed dated 14.2.2017, wherein the entire expence of freehold

was done by first party, ie, Skynet Infraventures Pvt. Ltd., 26 Muir Road, Near Ekanki Kunj, Allahabad UP, through its Managing Director Sri Ritesh Paul.

The absolute owners of part of freehold Plot No. 12 Civil Station, Allahabad, Area 2842.34 Sq Meters as per U.P. Govt. Free Hold Policy got the aforesaid property converted into free hold, with the help and funds of the first party. And whereas the aforesaid owners, decided to develop the Property as a group Housing Project, through Skynet Infraventures Pvt. Ltd., 26 Muir Road, Near Ekanki Kunj, Allahabad UP, through its Managing Director Sri Ritesh Paul.

That, the First party, Skynet Infraventures Pvt. Ltd., 26 Muir Road, Near Ekanki Kunj, Allahabad UP, through its Managing Director Sri Ritesh Paul, is fully authorized to sell book, retain, make agreement to sale, allotment and transfer through registered sale deed to prospective buyers.

WHEREAS the 2nd Party, vendee approached the 1st party, vendor and offered to purchase ___ BHK, ___ Floor, Type ___, Flat no. ___ Galaxy Shanti Niketan, Free hold part of plot No. 12, Civil Station, Allahabad for a sale consideration of Rs. _____ (Rupees _____ Only)

The First Party/Vendor agreed to sell Galaxy Shanti Niketan, Free hold part of plot No. 12, Civil Station, Allahabad to the Second Party/Vendee.

That the second party has paid Rs. _____ (Rupees Twenty Three Lacs Sixty Thousand Only)

1. Rs. _____ / (_____) by _____ Bank,
_____ Branch _____, dated _____.

Sale Consideration = _____ /-

Less paid = _____ /-

Balance = _____ /-

Payment schedule as per construction linked plan as below.

Payment Detail	
At the time of Booking	10% + GST
On the Start of Excavation	10% of BSP + GST
On Casting of Ground Floor Roof Slab	10% of BSP + GST
On Casting of 1 st Floor Roof Slab	30% of BSP + GST
On Casting of 2nd Floor Roof Slab	20% of BSP + GST

On Casting of 5th Floor Roof Slab	10% of BSP + GST
At the time of Sale Deed & Possession	10% of BSP + GST

That an additional charges of Rs. _____ /-(Rupees _____) shall be payable by the allottee.

That non compliance of the construction linked payment schedule, the company shall be free to cancel the agreement and sell the aforesaid unit to any prospective buyer, and the allottee shall have no objection to it.

That non compliance of Balance payment, this booking shall stand cancelled and to retain the booking, the allottee shall have to pay the revised rates as per given by the company.

That the allottee shall avail housing loan, to make his payments as per the above schedule, and shall fully cooperate for the same.

GENERAL TERMS AND CONDITIONS

1. That the expense of the sale deed be done by the allottee.
2. That the Electric connection have to be taken from the Department of Electricity by the allottee at their own cost.
3. The allottee shall pay other related expenditure eg. (Maintenance, Transformer, Society Charges etc. to the builders) separately at the time of execution of sale deed.
4. Any central /state Government sponsored Act or Legislation affecting the tax & levy, shall have to be borne by the applicant over and above the cost of that flat and the existing burden thereon.
5. No interest/penalty claimed by applicant at any stage will be entertained by the company.
6. The allottees will have to bear the maintenance charges for the general services like water supply, sewerage, security such facilities will, however be ensured by the management committee constructed by the company or flats owner association.
7. The choice of allotment shall be first-come-first serve basis, and no complaints/ claims what so ever shall ever be entertained by the company.
8. All allotments made by the company, will be binding on the allottees and no grievance / claims/ complaints shall ever be entertained by the company.
9. In case the project is abandoned due to any reason whatsoever the applicant shall be refunded the amount deposited with the company and shall not be entitled for any damage or compensation whatsoever.

10. The registration charges shall have to be borne by the allottees themselves, any extra charge/ charges/GST not herein incorporated & coming into vogue at subsequent dates in the shape of charges/taxes for external and/ or peripherals services declared by the state or central government or by any authority shall become payable on pro-rata basis by the applicants as and when demanded.
11. The company may entertain extra work desired by the allottees at its own discretion, subject to additional payment by the allottee in advance as fixed by company.
12. The company reserves the right of allocation or changes in the design, layout & built-up area of minor nature at its own discretion.
13. Govt. charges for electrical connection, water & sewer is to be borne by the allottees.
14. All the allottees will have to abide by the term and condition fixed from the time to time by the company or association of shop/flat owners.
15. The layout plan of the complex and size of the unit is tentative. The company shall have right to effect suitable and necessary alteration in the layout plan of the Building or block of building if and when found necessary. In case of any increase or decrease in the area of allotted unit the final price shall be adjusted and the allotter shall be informed accordingly.
16. That the Passage and the common spaces in the building shall be kept open and free from obstruction at all time.
17. The sale of the premises is subject to "force majeure" clause which includes delay in completion of the scheme for any reason beyond control like non-availability of any material, by mean of war or enemy action or natural calamities or any act of God or non delivery of possession as a result of any notice, order , rule, notification of the Government/ Public/ competent authority or for any other reason beyond the control of the company in any of the aforesaid events the company shall be entitled to a reasonable extension of time.
18. In case of NRI allottees, the provision of FERA, 1973 and any other law as may be prevailing shall be applicable including requisite permission for acquisition for the subject property.
19. The final allotment shall be entirely at the discretion of the company, and the company has the right to reject any application without assigning any reason therefore.
20. In case of any dispute arising out of this contract, shall be referred to an arbitrator appointed by the company whose award shall be final and binding to both parties. The jurisdiction of court shall be at Allahabad.
21. If the possession of the flat is delayed beyond 3 Years, and 6 months additional grace period from the date of booking then the company shall be liable to pay interest @10% p.a. on the deposits made towards the flat, provided the project is not delayed due to any natural calamities/Force Majeure.

22. In case the allottee want to avail loan facility from his employer or financial institution to facilitate the purchase of unit applied, the company shall extend all possible help without getting involved in any financial commitment and terms of financing agency which shall exclusively be binding and applicable upon the allottee only.
23. That the allottee has no objection in case the Allahabad Development Authority permits purchasable / compoundable FAR and additional FAR lieu of shelter fees paid by Skynet Infraventures Pvt.Ltd. or any other additional FAR sanctioned by Allahabad Development Authority.
24. That the company reserve the right of all additional FAR's permitted by the Allahabad Development Authority & the allottee shall have no rights of any objection of the same.
25. The drawing shown in the sale documents are subject to change by the architect/ company before or during course of construction without any objection or claim from the allottee, within the agreed consideration cost, the company shall complete all the civil work, GI/CI, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulb, fans, geysers etc.) the building shall in particular comprise of specification narrated in the specification sheet. Provision of the following facilities will be made on extra payment.
- A) The cost and expenses of the services connection like water, sanitary, sewer and electric connection including securities for sanction & release of such connection, malba and water charges payable to local authorities shall exclusively be borne by the buyer above the agreed consideration cost.
 - B) Expenditure or obtaining clearance from fire officer & provision of fire fitting system/ equipment as per statutory requirement will be shared by buyers, proportionate to the area of unit allotted.
 - C) Any additional/ better specification for individual unit asked for well in time, will be provided, if technically feasible, which will be charged extra as demanded by the company.
26. Upon cancellation by allottee or due to non payment from the allottee the deposited money will be refunded completely by the builder without any deduction except GST within 60 days from the prior notice.
27. That on the event of cancellation of the aforementioned apartment from the allottee side, an amount of 5% of basic sale price shall be deducted towards apartment holding charges, office expenses, consultancy and brokerage charges. The refund shall be given only after 90 days of the receipt of refund / cancellation application from the allottee. In addition to the above of 12% GST shall also be deducted in case of cancellation of flat.
28. That as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010, no allottee shall be permitted to occupy/ take possession of

any apartment without executing an appropriate transfer deed and also getting it registered under the provisions of the registration Act, 1908.

29. That on the event of cancellation from the allottee side of the aforesaid flat a deduction of 5% of the Basic Sale Price shall be deducted from the token/booking amount along with GST applicable.

30. That the present project is been built on part of Plot no. 12 Civil Station, in which ingress and outgress is supposed to given from the east side (Lyall Road) as per the freehold deed.

The frontage at the lyall road is densely occupied by mechanics and their cars which may hamper the entry and the exit to the project.

Alternatively a 50'ft. wide road from the Nawab Yusuf Road parallel to Lyall Road is being provided for the prospective customers of the society on a condition that if the above encroachment of the mechanics is been removed within 6 months start of the project, the frontage(Entry & Exit) shall be provided from Lyall road.

<u>ADDITIONAL CHARGES</u>		
1	Car Parking Covered	300000 (each)
2	Power Backup (transformer and Generator)	50000
3	Annual Security/ Maintenance Charges (IFMS)	35000
4	External Development Charges (EDC)	80/- per Sqft
5	External Electrification Charges (EDC)	50/- per Sqft
6	Fire Fighting Charges (FFC)	25/- per Sqft

Terms & Conditions

- 1) The above prices are firm and free from escalation.
- 2) Cheque/Draft to be issued in favor of " Skynet Infraventures Pvt. Ltd." Payable at Allahabad only. Outstation cheque shall not be accepted.

- 3) Prices are subject to revision without prior notice and the price ruling on the date of allotment and accepted by the company shall be applicable.
 - 4) The Registration Charges, Legal/Documentation fee is in addition to the aforesaid price (payable at the time of offer of possession.)
 - 5) Other cost including GST/ CESS or any other charges levied by the State or Central Govt. as indicated in the Allotment Letter/ Buyer Agreement shall be payable additionally by the Allottee.
 - 6) The Company shall endeavor to complete construction of unit allotted within 36 months from the date of sanction of plans/booking whichever is later. Holding Charges @Rs.5/- per Sq.ft. per month shall be charged in case customer fails or ignores to take the possession as and when offered by the company.
 - 7) The other term & conditions of the sale would be as per the standard allotment letter/agreement of "Skynet Infraventures Pvt. Ltd.".
- Note- The applicant shall be liable to pay all govt. Taxes, Duties & charges i.e. GST, etc. levied or which may be levied

Detail of Property

___ BHK, ___ Floor, Type ___, Flat no. ___ Galaxy Shanti Niketan, Free hold part of plot No. 12, Civil Station, Allahabad.,

Area - ___ Sqm

Skynet Infraventures Pvt. Ltd.

I/We hereby declare that I/ We have been explained everything relating to the above terms and condition in the language known to me/ us. Also I/ We agree to abide the rules and regulation of the company & shall pay Additional charges, taxes etc of the Apartment in on or before execution of Sale Deed.

Name

Signature

Date.....