

Allotment Letter

To,

Date:

Sub: Allotment of Unit in Sivanta Homes situated at village Simardha,
Gwalior Kanpur, bypass Road, Jhansi (U.P.).

Dear Sir,

This has reference to your Application dated, for the allotment of a unit in
the captioned Project.

We are pleased to allot to you a unit bearing No. Area
ofsq.meter. In The "Sivanta Homes" Project, situated at Gwalior
Kanpur, bypass Road, Jhansi (U.P.), (herein '**said Unit**') on the terms and
conditions for allotment as contained in the Application.

We enclose herewith an Schedule of payment and schedule containing terms and
conditions for allotment of the Said Unit. We request you to sign at the
appropriate place on both sets of Schedules to and return tours.

Please note, it is only after you agree to the terms and conditions and
payment schedule the allotment shall be considered final. If you fail to
agree to same within 30 days then the allotment shall be deemed tube
cancelled and as such the booking amount/earnest money paid by you shall
stand forfeited.

The terms and conditions contained in the schedule is final and shall
prevail over all other representations, assurances, orally or otherwise,
given in the brochures, advertisement, price lists and any other sale
document and the same shall be binding upon the Allot tee and the Firm.

Thanking you,

yours faithfully,

For **M/s. SIVANTA HOMES**

AUTHORISED SIGNATORY



+91-95 323 77780



1076, Station Road, Civil Lines,
Jhansi (U.P.) - 284003



www.sivantahomes.ir

BASIC TERMS AND CONDITIONS

1. I/we have applied for allotment of Residential Duplex in the Residential Project named as "M/s Sivanta homes" ("said Project") to be developed and constructed under lawful arrangement by M/s Sivanta homes (hereinafter referred to as the "Firm").
2. Before applying for allotment of Residential Duplex, I/we have fully satisfied myself/ ourselves about the nature of rights, title, interest of the Firm in the said Project, which is to be developed/ constructed by the Firm as per the prevailing byelaws/guidelines of the Jhansi Development Authority (JDA) and/or any other authority and has further understood all limitations and obligations in respect thereof, I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by other Authorities in this regard to the Firm. I/we have gone through the approved map of the project vide MAP no MAP20181212133223897 and the floor plans of the complex and have agreed to the same.
3. The allotment of the Residential Villa is entirely at the discretion of the Firm. However, the allotment cannot be cancelled until there is a breakage of the terms and conditions or by mutual consent. The allotment of the said Residential Villa shall be provisional and shall be confirmed on the registration of the complex on complete payment of the same.
4. I/we acknowledge that the Firm, as and when demanded by me/ us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Firm, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Residential Duplex (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Firm, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this Application and that I/we have relied solely on my/ our own judgment and investigation(s) for applying for allotment of the said Residential Duplex based on the approved specifications uploaded by the firm on RERA registration.
5. The offer for allotment of the said Residential Duplex and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment) shall be subject to the permissions granted by authority. The usage of the said Residential Duplex construction thereon by me/us shall be subject to approval of building plan of the said Residential Duplex by the Competent Authority as per zoning conditions, rules and regulations of all applicable law in state of Uttar Pradesh and subsequent notification and shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usages in the said Residential Villa, I/we further agree that irrespective of the size of the Residential Villa to be allotted through Buyer's Agreement, I/we can only be entitled to construct houses for residential purpose thereon only in the area approved in zoning plan. If the Concerned Authority imposes certain restriction/ permission towards built up area on the said Residential Duplex, in such eventuality I/we shall be liable to comply such restriction/ permission to the fullest extent. I/we have gone through the approvals granted to the Firm and have satisfied ourselves/myself of the appropriateness of the same.

6. I/we hereby agree and understand that the Residential Duplex area provided herein & subsequently in Allotment Letter/ Buyer(s) Agreement are subject to payment of complete consideration as mentioned in the schedule.
7. Transfer of the Villa including rights as buyer herein by me, before registration of Villa in favor of the other buyer / family members, will be at the sole discretion of the Firm and will need its prior written approval. Administrative Charges as prescribed by the Firm from time to time will be paid by me/ us at the time of transfer. Any change in the name (including additions/ deletion) recorded as buyer with the Firm will be deemed as transfer for the purpose. The administrative charges for the transfer of the plot amongst family members (husband/ wife and own children/ mother/ father and / brother/ sister) will be 25% of the normal administrative charges. Claims if any, between transferor and transferee as a result of subsequent reduction/ increase in the area or its location will be settled between themselves i.e. transferor and transferee and the Firm will not be a party to it.
8. Any issue not covered above shall be governed by the rules and regulation as specified under RERA.
9. The intending allot tee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the building or anywhere on the exterior of the building or common areas.
10. The intending allot tee(s) shall also not change color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. This clause is applicable only in cases where the constructed unit is allotted to the allot tee(s)
11. All payments by the applicant shall be made to the Firm through demand drafts/ Cheques drawn upon scheduled banks in favors of "Sivanta homes." payable at Jhansi.
12. All statutory charges, taxes, cess, service tax, TDS and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Firm. The price agreed is inclusive of GST as notified under notification no 03/2019. In case of any variance in rate the allot tee shall be entitled to reduction in price or shall be liable for escalation in price as the case may be.
13. **PENALTY CLAUSE** - I/We hereby agree to this Penalty Clause on bouncing of cheque issued by me/us for payment installments due against our unit or maintenance charges, with the reference to Section 138 Negotiable Instruments Act 1881 (and any revision thereafter). Bouncing of payment cheques against any dues, to be paid to Sivanta homes, at first Instance Firm will inform me/us for such incidence reserving its right to issue a show cause notice and allow presentation of cheque to my/our banker immediately for release of payment without any charges. However, if any cheque bounced again it shall invite penalty of Rs.500/ bouncing of cheque including first instance with an interest @ 15% on additional delay from the date of installments due shall be charged till the date it paid to Sivanta homes. Thus, one month grace period given to me/us for making payment shall also get withdrawn.
14. I/we shall before taking possession of the Residential Duplex, must clear all the dues towards the Residential Villa and have the Conveyance Deed for the said Residential Duplex executed in my/our favors by the Firm after paying applicable stamp duty, registration fee and other legal charges/ expenses.

15. I/we shall use/ cause to be used they said Residential Duplex for designated residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Residential Villa and forfeiture of the earnest money and other dues as stated herein above and the applicant will have to compensate the Firm for all other losses resulting there from.
16. I/we shall have no objection in case the Firm creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be vacated before handing over possession of the Residential Villa to me/ us.
17. I/we shall get my/our complete address and e-mail ID registered with the Firm at the time of booking and it shall be his responsibility to inform the Firm through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. Further, I/we hereby agree that the Firm shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Firm.
18. I/we also agree to be bound by the terms and conditions of monthly/annual payments towards RWA (Residents Welfare Associations) and all the maintenance activities post completion of the project shall be the liability of RWA.
19. Force majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"):
(a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (I) shortage of adequate power or transportation facilities.
20. The Impacted Party shall give Notice within 60 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 60 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice