

ALLOTMENT LETTER

To,

Applicant- _____,

Adult w/o Shri _____

Residents of _____

Co- Applicant :

Shri _____

Adult S/o Shri _____

Residents of _____

Subject : Agreement regarding Provisional Allotment of Flat

No : _____ in residential Complex namely "GRACE CITY2"

at Part of Arazi No. **1203, 1202Part , 1201Part, 1200Part**

1205Part ,1197Part at Meharban Singh Ka Purwa,

Kanpur UPRERA Reg. No: ,

Under provisions Of RERA.

Dear Sir / Madam,

This has with reference to your Booking Form dated 06-05-2022

Submitted to Graceland Developers Pvt, Ltd, (hereinafter

Referred to as the **"LAND OWNER / DEVELOPER"** for the provisional allotment of flat in the above residential complex (hereinafter referred to as the **Provisional Allottee / Prospective Purchaser**)

WHEREAS "**LAND OWNER / DEVELOPER**" purchased Arazi No. **1203, 1202Part, 1201Part, 1200Part, 1205Part, 1197Part** at Meharban Singh Ka Purwa, Kanpur and is constructing residential building consisting of flats on one part of the aforesaid Arazies and is entitled to deal with same by way of Provisional Allotment, sale etc. of the various Flats/ Spaces.

WHEREAS the allottee/prospective purchaser seen and examined the relevant records regarding ownership of the Plot/ premises and entitlement of the Land owner/ Developer to construct and make its Provisional Allotment and the allottee is fully satisfied herewith.

AND WHEREAS the land owner/ Developer has given out that there shall be several flats each self sufficient and independent in the building complex with some common facilities and amenities, the Land owner/ Developer would bind all the prospective buyers of the flat in the said building complex in enjoy, observe and perform the said facilities and common amenities.

AND WHEREAS the allottee has examined the proposed building plans designs, specification, nature of construction and terms and conditions in regarding to the flat. He/She has seen understood at the time of registration and accepts the same.

AND WHEREAS the land owner/ Developer has accordingly submitted above mentioned plan of multistoried building to the Kanpur Development Authority and after sanction start the construction of the flats thereafter.

AND WHEREAS the allottee had applied for Provisional Allotment of a Flat in the said residential Complex by application dated 06.05.2022

NOW THIS AGREEMENT FOR PROVISIONAL ALLOTMENT WITNESS AS FOLLOWS :

That the land owner / developer has agreed to construct and sale and the allottee agrees to purchase Flat No. **401** on **IVth** floor in "**TOWER A**" being constructed at Arazi No **1203, 1202Part , 1201Part, 1200Part 1205Part ,1197Part**

"GRACE CITY 2" Meharban Singh Ka Purwa, Kanpur with as approximate super built up area _____ **Sq Ft.** Of Rs _____/- (**Rs.**_____) along with one covered car parking in the residential complex subject to the following terms and conditions and stipulations namely :-

1. Whereas the allottee is female the expression He, Him, His, Himself etc. In this Agreement Relation to the allottee shall be deemed as modified and read suitably wherever the allottee is joint stock Company, corporate body of a firm or an association of persons. Wherever there are more than one allottee the expression of allottee in the Agreement shall be constructed as including each of such allottee and their heirs executors assignees etc.
2. That the allottee having inspected and seen the plans, design and has approved the same and further agrees that the Land owner / Developers may make such variations, additions, alterations etc. therein as it may be in its sole discretion, consider proper and is/ are as may/be required by any local authority or body from the Government Agency his consent for such variations, alterations, additions etc.
3. That in case the Land owner/ Developer for any reasons other than those mentioned in clause 6 below is not able to make available the aforesaid allotted flat / flats in that case allottee shall accept alternative flat offered by the Land owner/ Developer. However, in case the Land owner/ Developers is unable to offer any other flat in the residential complex, He/She shall be liable to refund the actual amount received from the allottee with interest at the rate of 9% per annum without any claim of damages.
4. That Subject to the other clause her in after allottee shall pay sum of Rs. _____/- and Full and final payment upto Possession as per schedule annexed hereto.

5. That the Land owner/ Developer shall complete the residential building and hand over possession of the built up flat to the allottee after getting full and final payment timely. However, expected period for the completion is 3 years from the date of commencement of construction, whichever is later, the period shall be excluded if the building does not complete due to natural calamity, non-availability of material items, changes in policy of Government Agency or local authority or any other causes beyond the control of Land owner/ Developer. In that case no claim of damages and compensation shall lie against the Land owner/ Developer.

6. (a) That in case of any supervening like acquisition or any other decision of the Government or local authority the Land owner / Developer is unable to complete the flat, the allottee in will remain obliged to make payment to the Land owner/ Developer proportionate to the extent of completion there of as may be certified by the architect of the Land owner/ Developer, the decision so made shall be final. However, the allottee shall be entitled to transfer of the rights of the Land owner/ Developer in the Flat in his favor and also shall be entitled to receive any compensation awarded there for.

(b) Notwithstanding an event mentioned in sub clause 6(a) occurs and the Land owner / Developer continues with its works in relations to the flat the terms and conditions of this Agreement will continue to apply with full force.

7. If the Land owner/ Developer is not able to complete the commitments under this Agreement for any reason the allottee shall make payment for the work done as may be certified by the architect of the Land owner / Developer whose decision shall be final. If the allottee causes any breach in remaining payments as mentioned in para 4 of this Agreement, The Land owner / Developer after serving one month notice shall be entitled to cancel the Provisional Allotment and refund the deposited amount after deducting 15 % of the total cost of the flat.

8. That the allottee is not entitled to transfer/ encumber his rights in this Agreement till full and final payment in respect to the Flat concerned subject to para 4 of this Agreement and transferee shall be bound by the terms of this Agreement in all respects. However, the allottee may seek financial assistance from

bank or other Government concern, Government Institutions to pay the cost the Flat concern.

9. That the cost of the electric connection up the building is However, the cost incurred in electric connection for the transformer to the flat shall be bound by the flats buyer / included in the aforesaid cost of the flat and shall not be payable in addition to the cost of flat.

10. That all the property or other taxes whether levied or leviable on the flat from the date of intimation for receiving of possession shall be borne by the allottee.

11. That the allottee shall be liable to pay all expenses for preparation of legal documents including stamp duty and registration charges other incidental expenses for the registration thereto in relation to concern flat as may be intimated to the allottee by the Land owner / Developer.

12. That the allottee shall be entitled for the possession of the Flat only after amount payable in this agreement is paid.

13. (a) That after taking possession of the flat the allottee shall have no claim against the Land owner/ Developer as to say items of the work, quality of work, materials, installation etc. in the said flat/ building what-so-ever. Complaints if any are to be removed before delivery of possession to the allottee.

(b) The common of the adjoining wall be jointly owned and used equally for support whether vertical or lateral etc. by the respective flat allottees, as the common walls are partly on each adjoining flat.

14. That after handing over the possession of the Flat to the allottee any addition or alteration in the said building complex requires to be carried out by the Government or local authority the same shall be carried out by the allottee in co-operation of the other shall be carried out by the allottee in co-operation of the other allottee in the said residential complex at their own cost as per sanctioned plans and the Land owner/ Developer shall not be liable for the same.

15. That upon completion of the Flat and after receipt of full consideration and any other dues the Land owner/ Developer shall complete the sale effect the conveyance of the flat to the allottee in such manner as may be permissible at the expenses of allottee.

16. That the allottee shall abide by all laws, rules and regulations of the Kanpur Development Authority / Local bodies and shall be responsible for all deviations violations or breach of any of the conditions of the rules and regulations in future from the date of possession.

17. All the letters, receipts and / or notices issued by the Land owner/ Developer or its nominee and dispatched under a certificate of posting to the last address known to the Land owner / Developers shall be sufficient proof of receipts of the same by allottee and shall fully and affectedly discharge the land owner/ Developers or its nominee.

18. That the terms and conditions agreed to herein by the allottee shall be binding on occupier.

19. That any dispute arising out of this Agreement shall be subject to the jurisdiction to the Kanpur territory only and it will be resolved through Arbitrator nominated by Land owner/ Developer.

20. That the allottee hereby agrees and gives his consent to get and maintain the space periphery wall and partition walls and sewers, drains, pipe, appurtenances or belonging thereto in the same good tenantable repair state or condition in which it would be delivered to him and in particulars so as to support shelter and protect the part of complex other than the flat.

21. That the allottee cancels the booking of flat before possession the Land owner/ Developer will have right to deduct 15% total cost of project form the deposited amount and refund remaining.

22. That the Land owner/ Developer shell have the right to levy any extra charge under any clause, at the time of final possession, which shell be payable by the allottee.

23. That the allottee shall use the aforesaid flat for the purpose of residence only. He shall also not use the aforesaid flat for any purpose which may be or/ is likely to cost nuisance to the occupiers of the flat. He shall also not carry any activity in the aforesaid flat which is to be of obnoxious trade to hazardous nature or affect the safety of the building.

24. That the flat buyer shall also be found form the Association/ society for the maintenance of the building consisting of flats immediately, 1/3 rd allottee shall be entitled for forms such as association in accordance of rules and byelaws of the act in which the Land owner/ Developers shall be the sole Arbitrator and in case of any

dispute, his decision shall be final and binding on the members of the society and also on occupiers of the flat/ building.

25. That the allottee shall get the Sale Deed executed in his favor with 6(six) months from the date of possession at its cost, failing which Land owner/ Developers shall not be liable it should be specified for any future liabilities arising due to non-performer of allottee.

26. That in case of any default on the part of allottee and in case of any refund of amount to him, the amount will be refunded to Financial Institution instead of allottee.

27. That the prospective purchaser would be entitled for the proportionate undivided share in the land.

28. That the allottee shall also get executed registered Agreement to sell as per provisions investigated by government under RERA if due to any reason it is not executed and registered on account of allottee, he / she shall continue to pay the installments as agreed in annexed "payment plan"

29. That the allottee shall deposit a sum of Rs. _____/- @ xxxxxxxx/- per sq. ft. for creating a corpus fund for maintenance if any additional amount is required for maintenance the same shall be paid regularly and timely by allottee.

30. That the photograph shown in brochure is prepared by Artist which would be look take the same but may differ from it hence allottee shall not make any claim on the basis.

The terms and conditions framed by the Land owner/ Developer for the welfare of the building shall be acceptable by the allottee and shall be adopted by the society which has been given as under :-

- 1) Maintenance charges shall be payable by the each occupier of the building up to 7th day of each English Calendar month.
- 2) All the common places, equipments, facilities shall be kept in tenable condition.
- 3) The whole of the building shall be painted in on colour form the outside once in the 3 years or maximum in 7 years.
- 4) All the fittings and the furnishing shall be kept as such and further will not be disturbed in any manner except to maintain/ repair the same.
- 5) No one shall be entitled to make any encroachment on the common paces/ spaces, or cause disturbance, interference in the peaceful enjoyment of common facilities and amenities.
- 6) In case of default of payment of maintenance charges within one week of every English Calendar month, interest shall be taken @ 18% per annum up to 3 months. Even than maintenance charges not paid, the society (in absence of society)Land owner/ Developer shall have right to withdraw the following facilities and the flat owner/ occupier shall have no right of use any of the facilities i.e.:-

FIRST HE/ SHE SHALL BE DECLARED DEFAULTER AND

- (A) Water supply will be disconnected to the defaulters flat.
- (B) Shall not entitle to use the Lift.
- (C) Shall be ceased to use open car parking space.
- (D) Security facility will be withdrawn.
- (E) The guards on the gate shall not open the gate for defaulters and his family members and his visitors.
- (F) Inter-com facilities will be withdrawn.
- (G) Cable/ TV/ Dish Antenna facility shall be disconnected.
- (H) Electric facility provided by the Generator at common places will be withdrawn. The defaulter shall have no right to get the facilities resorted herein before mentioned till he/ she makes all the dues clear.

Yours Faithfully,

For Grace Land Developers

Authorized Signatory/ Director.

"I hereby declare that value of residential unit mutually decided between Land owner / Developer and me/ us is exclusively for purchase of residential Unit, I further declare that sale consideration does not include any amount for preferential location having any extra advantage".

I/ We hereby accept the Provisional Allotment on the conditions mentioned here in above.

Signature of the Allottee/
Prospective Purchaser.

Witnesses:-

1.

2.

"PAYMENT PLAN"

At the time of booking	10% of total flat value.
At the time of execution of legal document.	10% of total value (within 20 days of booking).
1 st installment on completion of foundation work.	15% of total value of the flat.
2 nd installment on casting of 1 st slab.	5% of total value of the flat.
3 rd installment on casting of 2 nd slab.	5% of total value of the flat.
4 th installment on casting of 3 rd slab.	4% of total value of the flat.
5 th installment on casting of 4 th slab.	4% of total value of the flat.
6 th installment on casting of 5 th slab.	4% of total value of the flat.
7 th installment on casting of 6 th slab.	4% of total value of the flat.
8 th installment on casting of 7 th slab.	4% of total value of the flat.
9 th installment on casting of 8 th slab.	4% of total value of the flat.
10 th installment on casting of 9 th slab.	3% of total value of the flat.
11 th installment on casing of 10 th slab.	3% of total value of the flat.
12 th installment on completion of brick work of the Chosen apartment.	10% of total value of the flat.
13 th installment on start of plastering.	10% of total value of the flat.
Final installment (before possession.)	5% of total value of the flat.

Payment should be made by way of demand draft or by Cheque favoring Grace Land Developers Pvt. Ltd.,

Possession shall be given only to the customer after effecting full payment to the builder.

Stamp Duty, Corporation Tax, and stationary charger (viz deposit for electric connection/ water connection/ VAT / Service Tax/ GST it any levied by the Government will be borne in by purchaser.

ANNEXURE 'A'

The following will form part of your apartment.

- 2 Bedrooms, Kitchen, Living & Dining, / 2 Toilets & Bathroom (2 toilets-cum-Bathroom), 1 Balcony, 1 Standing Balcony, 1 Utility Balcony and Terrace.
- 1 car parking.

Structure.

External wall 6" thick brick masonry walls.

Internal walls 4.5" thick, Brick masonry walls.

Plaster.

12 mm plain plaster finish.

Sand faced cement plaster.

FLOORING.

Vitrified tiles in all rooms.

Staircase in Kota stone.

Kota/situ in common areas.

Ceramic tile flooring & wall cladding in bath and wc up to lintel level.

Kitchen.

Granite Stone platform stainless sink.

Glazed ceramic dado up to lintel level.

Baths and toilets.

Standard white/ ivory sanitary wares. One water mixture in each bathroom.

Doors and windows.

Windows will be powder coated aluminum siding with tinted. Glass and m.s. grill.

Front door will be in teak wood frame and teak wood panels.

All internal doors will be in RCC/PLYWOOD frame and laminated flush door panels

Electrical.

Concealed copper wiring adequate light, fan & socket in each room.

Power points in Kitchen for microwave, toaster, aquagaurd. One power point for water heater in each bathroom.

A.C. Point in all bedrooms. Modular switches of standard make.

Common light will be provided.

Emergency D.G. light point in each flat.

D.G. Set.

Provision of D.G. Set with change over switch.

Water Supply.

24-hours water supply from overhead tank.

Separate lines for drinking water and utility water from over head tanks with provision of some for collection of corporation water.

Lift.

8(eight) passenger automatic lift with power back up.

Painting.

Oil Bound Distemper paint for interiors.

Exterior emulsion paint or architectural finish for exterior.

DOORS & WINDOWS.

- External doors & Windows aluminum powder coated/ UPVC.
- Internal Wooden Door Frames made of Maranti or equivalent wood, Section 5" x 2.5" main door frame Section 6"x 2.5" x upto 8'-0-height.

ELECTRICAL.

- Copper wire in PVC conduits with MCB supported circuits and adequate power and light points in walls & ceiling.
- Modular switches Anchor, Legrand or equivalent.

SPECIFICATIONS.

FLOORING.

- Vitrified tiles 600x600 in Living & Dining Rooms, Room & Kitchen
- Ceramic tiles in toilets and Balconies.

WALLS & CEILING FINISH

- POP / Gypsum Plaster finished walls & ceiling with OBD.
- In Kitchen, 2.'-0' dado above the working top and 4'-6' from the floor level on remaining walls by ceramic tiles.
- Plumbing done with CPVC/ UPVC pipes or equivalent to avoid corrosion.

TOILETS

- Granite counter washbasin in Master Bedroom.
- CP fitting (Jaguar or equivalent)
- Ceramic tiles on walls up to ceiling.
- White Chinaware, Parry ware, Cera or equivalent.