

ALLOTMENT LETTER

This allotment letter made & executed on this.....day of Months & Year.

Between

M/S..... and having its office at, hereinafter called the through its Partner (which expression shall whatever the context so requires of admits mean and include his/there, executors, administrators and assigns) of the One Part.

IN FAVOUR OF

Mrs. W/o,C/o,S/o Mr..... R/o.....hereinafter 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. Whereas the promoters have brought in a land in partnership firm as capital contribution of the partners to partnership firm through partnership Deed, situated at Lodhipur, Shahjahanpur.

The promoter is to construct residential flats/commercial complex and for which a map no.61//2014-2015 has been passed by the prescribed authority regulated Area Shahjahanpur, by complying all the statutory formality.

And whereas the Promoter with a view to construct multistory building consisting of number of flats got prepared building plans from the architects, according to promoters' desire and construction of the said building has been undertaken in accordance there with by promoter himself. The project shall be known as

The lay-out has been approved from Prescribed Authority (city magistrate) Regulatory area, Shahjahanpur Vide their letter no..... dated.....

And whereas the allottee has applied for allotment of flat in the said complex and the allottee has been provisionally allotted space 3BHK/ 2 BHK, Unit No..... Floor No.....in the said building.

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 promoter 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.

Promoter's title of property

2.The allottee having seen the relevant papers and is fully satisfied that the title of the Promoter 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 Promoter agrees to allot provisionally.

Unit No..... on Floor..... In the said building (hereinafter referred to as the Floors or the said Floors) as per plans and specification, inspected, seen and approved by him for **Rs.**having an approximate super area of Sq. ft. which include the Covered areas including walls Cupboards, window projections and balconies plus proportionate share of area under common passage, staircases, corridor, lifts and other common facilities etc. i.e. super area sq.mtr.

(b) The Total Basic price of **Rs.**.....as aforesaid shall be paid by the allottee to the Promoters in installments as per schedule of installments given below.

(c) If payment is not received by the Promoter 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 Flat 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 Flat shall be forfeited and the balance amount shall be refunded without any interest.

In exceptional circumstances, the Promoter 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 Promoter has prepared its own lay out and building plan of the residential complex with various floors of different sizes and dimension, as decided by it. The lay out in the building and plan approved by the concerned authorities can be modified or changed by the Promoter 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 Promoter 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 Promoter shall be borne by the allottee in proportion to the area acquired under this allotment Letter and shall be payable immediately on demand.

The allottee hereby agrees that in case after the completion of the building further construction on the plot or the building, becomes permissible, the Promoter shall have the sole right to complete such further construction as belonging to the builder withstanding the designation and allotment of any common area as Limited Common Area or otherwise. It is agreed that in such situation the proportionate share of the buyer or otherwise. It is agreed that in such situation the proportionate share of the allottee in the common areas and facilities and Limited Common areas and facilities shall varied accordingly.

(f) That no Flat shall be constructed by the Promoter according to the desire or specification or on request of any prospective buyer.

The Promoter shall not undertake to make any construction for and on behalf of any allottee to whom Flat shall be sold by the Promoter

After its completion.

- (g) If the area of the Flat 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 Promoter.
- (h) The sale shall be effective only after the Flat 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 Promoter
- (k) External Development charges like Electric Connection charges are not included in the cost of the Flat. 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. Floors allottee will be required to pay the rate per Sq. ft. as demanded by the builders to meet the above expenses will be charged in proportion to the area of the Flat.
- (l) Similarly any future additional requirements of firefighting Equipment or requirements inside the Flat of which may be required on account of the said reasons or any other reasons beyond the control of the Promoter shall be charged extra and paid or by the allottee proportionately.
- (m) The Promoter 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 Promoter has absolute right to raise finance from any bank financial institution or body corporate and for this purpose the Promoter can create equitable mortgage of the land or any portion of the construction which are being made including Flat which the Promoter allot in favour of one or more such institutions bank since the ownership and title in the same always remains with the Promoter.

Notwithstanding the foregoing the Promoter 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 Flat 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 Promoter shall complete the complex and hand over the possession of the Flat to the allottee at the earliest possible date from the date of agreement 30 months, subject always to 50% of the Flats allottee making timely payment and Force Majure 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 Promoter. The allottee has no right claim by way of damages /compensation shall lie against the Promoter in case of delay in handing over the possession on account of the said reasons or any other reasons beyond the control of the Promoter.
- (ii) In case the complex is not completed or the Flats to be acquired by allottee is not constructed the Promoter may cancel the Flats without assigning any reason and the principal amount received by the Promoter from the allottee shall be refunded to the allottee. No other claim shall be made by allottee and entertained by the Promoter.

- (iii) The Promoter shall be absolved of its responsibility of the timely completion and handling over of the possession of the Floors if the payments are not received by him strictly as per the terms of the Allotment Letter.
- (iv) If the Promoter is not able to complete the commitment under this Allotment Letter for force Majure reasons, the allottee shall make payment for work done as may be certificated by the Architect of the Promoter whose decision thereon shall be final.
- (v) If the whole or part of the project is abandoned or abnormally delayed on account of force Majure reason, no other claim will be preferred except that allottee money will be refunded without interest.
- (vi) Whereas Promoter has made the commitment for a particular time delivery, subject to the above conditions. The Promoter 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 would attract holding charges at Rs. 3/- per Sq.Ft. Per month.

POSSESSION ONLY AFTER FULL PAYMENT

- 5. The allottee shall entitle to possession of the Flats 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 PROMOTER AFTER TAKING POSSESSION

- 6. Upon taking possession of the Flats, the allottee shall have no claim against the Promoter and to any item of work, materials, installations, etc. in the said Flats 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.

PROMOTER NOT LIABLE TO MAKE ADDITIONS AND ALTERNATIONS AFTER HANDING OVER

- 7. In after the possession of the said Flat 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 building 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 Promoter 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 flat otherwise than in the manner agreed with the Promoter 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 Promoter and the Promoter shall continue to be the owner of every part of construction and also the apartment/Flat and also each and every material used in the construction which shall be exclusively owned by the Promoter and the allottee shall not be given any right, title or interest therein even though some payments have been received by the Promoter.

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

Upon completion of the building, the Promoter shall (subject to the whole of the consideration money and other dues being received), complete the sale and conveyance Deed of the Flat in favour of the allottee. Till the conveyance Deed is executed the Promoter shall be the exclusive owner of the Flat and the construction shall be in the exclusive ownership of the Promoter. The prospective allottee shall remain only an allottee of the Flat.

RESIDUARY RIGHTS WITH THE PROMOTER

- 9 (a) The Promoter shall continue to have the right to make additions, raise stories, put up additional structure etc. as may be permitted by Local authorities and all such additions shall be sole property of the Promoter who will be entitled to dispose it of in any manner.
- (b) The Promoter shall be entitled to connect the electric, water sanitary, drainage, fitting etc. on additional Structure/story's with existing electric, water, sanitary, drainage sources etc. at its own cost.
- (c) The terrace of the complex including the parapet walls shall continue to be the property of the Promoter and who shall be entitled to use, deal with the same for any purpose whatsoever and in any manner. The Promoter will also have exclusive right of easement to roofs, parapet walls etc.
- (d) The allottee shall not be entitled to raise any objection or claim any reduction in price of the Flat agreed to be acquired or claim any compensation on the ground of inconvenience or any other cause whatsoever.
- (e) The Promoter alone shall be entitled to obtain the refund of various securities deposited by it during construction of the complex with various Governmental/Local authorities for electric and sewer connection etc.

INSURANCE OF THE BUILDING

10. (a) After completion, the structure of the building will be got insured against fire and if necessary, earthquake, by the Promoter or its nominee on behalf of the Flat allottee but contents of each Flat shall be got insured by the Flat allottee at his own cost. The insurance charges shall be payable separately by the Flat allottee in proportion to the area of Flat purchased by him vis-a-vis the premium payable by the Promoter or its nominee.

- (b) The allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat in any part of the said building or cause increase premium to be payable in respect thereof.
- (c) The allottee hereby covenants to keep and maintain the Flats periphery wall and partition walls and sewers, drains, air conditioners installations, appurtenances there to in the same good tenatable 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 Flat.

RESTRICTION ON THE USE OF THE FLAT ETC.

- 11. (a) The allottee shall not use the Flat or permit the same to be used for any purpose whatsoever other than as residential Flat as permissible under the terms of the sanction plan.
- (b) The allottee shall not use the Flat 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 Flat any goods of hazardous or combustible nature or which are so heavy as to effect the constructions or the structure of the said building or any part thereof.
- (d) The allottee hereby agrees not to do or suffer anything to be done or about the said Flat which may tend to cause damage to any flooring or ceiling or any Flat over/below or adjacent to his Flat or any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
- (e) The allottee shall not demolish the Flat at any time or any part there of agrees to be taken by him nor will he at any time name or cause any additions or alteration of whatever nature to the said Flat or any part thereof.
- (f) The allottee shall not do or permit to do the following acts:-
 - (i) The closing of verandahs or lounges or balconies or common passages or common corridors even if a particulars flat/floors occupied by the same part.
 - (ii) 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 Promoter differ the color scheme of the Building.
- (g) Neither the allottee nor occupier of his Flat can put up any name or sign board, publicity or advertisement material outside his Flat or anywhere in the common areas without prior permission of the Promoter 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 flat or on the specially designated space for the purpose.
- (h) The allottee shall not decorate the exterior of his otherwise than in the manner agreed with the Promoter 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 terms and conditions between allottee and the occupiers.

PROMOTER RIGHTS OF ACCESS TO BUYER'S FLOORS

12. The Promoter or its nominee and their representative employees etc. shall be entitled at any reasonable time to enter into and upon the Flat for carrying out any repair, alternations, lighting, cleaning etc. for any purpose at the Complex or in connection with obligations and rights under this Allotment Letter including the disconnection of the electricity And water or for repairing etc. wires gutter, pipers, drains part structure etc.

NAME OF THE BUILDING

13. The complex shall always be known asand shall never be changed by flat owners or anybody else. The name of the Building and the Project name shall always be displayed at a prominent place near the lobby or entrance hall or gate of the Building.

PROSPECTIVE BUYER TO INDEMNITY THE PROMOTER

14. The allottee hereby covenants with the Promoter 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 Promoter 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 Promoter 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 Promoter.

LIEN OF THE PROMOTER ON THE PROSPECTIVE BUYER'S FLOORS

15. The Promoter shall have the first lien & charge on the said Flat 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 Promoter under this Allotment Letter.

RIGHTS OF THE PROSPECTIVE BUYER

16. The Promoter 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 Flat without any interruption by any person rightfully claiming under or in trust for the Promoter.

USER OF THE FLAT

17. The terms and conditions agreed to herein by the allottee shall be binding on the occupier and the default of the occupier shall be treated as that of the allottee unless context requires otherwise.

TRANSFER

18. (a) The allottee may sell or assign his rights in the Flat to any person but only after obtaining prior approval in writing of the Promoter and in accordance with law and after paying the necessary charges of the Promoter. In case of any transfer of Flat before the final registry, the allottee shall pay a sum of Rs. 50/- per sqft. to the Promoter.
- (b) The allottee shall not let, transfer, or in any way encumber his Flat nor assigns, let under let or part with his interest or the benefit under this Allotment Letter or any part thereof till any dues to whatsoever nature owing to the Society or payable hereunder are fully paid up any only if the allottee has not been guilty of breach or of non-compliance with any of the terms

and conditions of its Allotment Letter and until it obtains previous consent in writing of the Promoter.

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

19. If delay or indulgence by the Promoter 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 Promoter 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 Promoter.

OTHER CHARGES

20. It is certified that cost of the individual electricity connection charges, electric substance Car parking charges, Club membership (optional), are not included in the price mentioned herein before and will be chargeable extra.

NON RESIDENT INDIAN

21. 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 Promoter.

INSPECTION OF DOCUMENTS AND OBTAINING COPIES

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

ARBITRATION

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

JURISDICTION

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

25. MODE OF NOTICE

All letters, receipts, and/or notice issued by the Promoter 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 Promoter /nominee.

SPECIFICATION

FLOORING

Vitrified tiles in, drawing, dining & Kitchen.
Wooden laminated flooring in master bedroom

Vitrified tiles in lnd Bedroom and kids' room.
Ceramic tiles in Balconies and Utilities.

DOORS AND WINDOWS

Laminated flush doors with hard
wood frames. Double external shutters with jali &
glass made of steel reinforced UPVC (the
Revolutionary concept in PVC offering lifelong
Durability and higher resistance to extreme
Weather conditions).

KITCHEN

Working platform with granite top with stainless
Sink, harmonizing ceramic glazed tiles 2ft above
Working platform.

TOILETS

Designer ceramic tiles up to
7ft height and antiskid Ceramic tiles on floor,
English WC & branded CP fittings.

INSIDE WALL FINISH

Harmonious color schemes with rich plastic
Emulsion. POP work is entire house.

ELECTRICAL

Copper wiring in concealed PVC conduits,
Modular switches but excluding any wall lights
Connection for T.V. and air conditioners in
every room.

SUPER STRUCTURE

Earthquake resistant RCC frame structure.

EPABX

EPABX connectivity in all units.

- All products like tiles, wood etc may have slight variation in texture, colour and behavior.
- All specifications, designs, layouts etc, are only indicative and some of these can be changed at the discretion of the builder.
- All furniture and fixtures shown in the drawings are not a part of the offering.

For Sun Associates For Sun Associates

Partner

Partner

IN WITNESS WHERE OF the promoter 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 ASSOCIATES

Flat Allottees

Authorized Signatory

WITNESS:

Schedule I

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

Schedule II

Space flat Unit No.....Floor No..... Block No..... measuringsq.mtr. (Super Area)

Flat Allottees