

ALLOTMENT LETTER

Allotment No. _____

Dated: _____

To,

Subject: ALLOTMENT OF RESIDENTIAL FLAT IN THE PROJECT "**KAILASH TOWER**" situated Behind
AMAR UJALA, MAHARSHIPURAM, AGRA.

Sir / Madam,

This is in reference to your Application No. ____ for the allotment of Residential Flat in the Project "**Kailash Tower**" situated Behind Amar Ujala, Maharshipuram, Agra.

In response to your aforesaid Application we (hereinafter referred to as "Company"), are pleased to inform you that a Flat No. ____ admeasuring approx. ____ Sq. Ft. Super Area on the ____ floor of Kailash Tower (hereinafter referred to as the FLAT) has been ALLOTTED to you (hereinafter referred to as "ALLOTTEE") in the Kailash Tower at a Basic Selling Price of Rs. _____ subject to the terms and conditions mentioned hereinafter.

You are requested to please deposit the said sum of Rs. _____ towards the Allotment Money as per the payment plan detailed in Para 4 of terms and conditions, by way of Account Payee Cheque / Demand Draft / Pay Order payable at Agra and drawn in favour of "**Kailash Housing**". Please note that in case of your failure to make the payment as stipulated herein above, the Para 5 of the Terms and Conditions shall apply and no further notice in this connection shall be sent to you and the Flat allotted to you shall stand cancelled automatically.

Thanking You,

For KAILASH HOUSING

ACCEPTED

(PARTNER)

Encl. Terms and Conditions

(ALLOTTEE(S))

TERMS & CONDITIONS:-

The Allotment of the Flat is made subject to the following Terms and Conditions:

1. The intending allottee(s) has fully satisfied himself/herself about the interest and title of the Company in the said land on which the apartment will be constructed and has understood all limitations and obligations in respect thereof. There will be no further investigation or objections by the intending allottee(s) in this respect.
2. The intending allottee(s) has accepted the plan, designs, specification which are tentative and are kept at the Company's office at A-20, Anand Vihar, Balkeshwar, Agra and hereby agrees that the Company may affect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may done by any competent authority or by the Company. The intending allottee(s) hereby gives consent to such variations/ additions/ deletions and modifications.
3. If for any reason, any changes are made by any competent authority, or by the Company resulting in reduction or increase in the area or the location of the flat no claim monetary or otherwise will be raised or accepted except that the price of the flat will be increased or decreased proportionately as the case may be. In case any preferentially located Unit ceases to be so located, the Company shall be liable to refund extra charges paid by the allottee for such preferential location without any damages or compensation. In case of the absolute deletion of the flat from the plan, no claim whether monetary or otherwise will be raised or entertained except that the actual amount received from the allottee shall be refunded in full without any interest thereon.

4. PAYMENT PLAN

- (i) The Construction Link Basic Selling price of the Flat shall be Rs. _____.
- (ii) That out of the above said consideration the allottee has paid a sum of Rs. _____ in the following manner:-

	Cheque No.	Date	Amount	Drawn on
a.				
b.				
c.				
d.				
e.				

- (iii) That the balance amount of Rs. _____ shall paid by the dwelling Flat allottee forthwith in the following manner:

		in terms of Rs.
Within 30 days of the date of Booking	15% of BSP	
On Completion of Ground Floor Roof Slab	10% of BSP	
On Completion of First Floor Roof Slab	10% of BSP	
On Completion of Second Floor Roof Slab	10% of BSP	
On Completion of Third Floor Roof Slab	10% of BSP	
On Completion of Brick Work	10% of BSP	
On Completion of Internal Plaster	10% of BSP	
On Completion of Internal Flooring	10% of BSP	
At the time of Notice for Possession	5% of BSP	

5. The Timely payment of installments as indicated in the Payment Plan is the essence of the scheme. If any installment is not paid as per the payment plan, The Company will charge interest @ 18% p.a. on such payment for the delayed period. However, if the same persists for more than One month from the due date as per the payment plan, the allotment will automatically stand cancelled without any further intimation to the allottee and have no lien on the Unit. In such a case, the amount deposited up to 10% of the basic price of the Unit, constituting the earnest Money will stand forfeited and the balance amount if any will be refunded without any interest on surrender of the Original Receipts and the Allotment Letter. In these circumstances, the Company shall be entitled to resell the said flat at its sole discretion.

6. In addition to the Basic Sale price, the Allottee shall also pay the Preferential Location Charges (if applicable), Maintenance Security, Power Back up Security, Sales Tax, VAT, Service Tax, Stamp duty and Registration Charges as and when require.
7. In case the applicant, at any time, desires for cancellation of the allotment, it may be agreed by the company, though in such case 10% of the Basic Price of the Unit, constituting the Earnest money will be forfeited and the balance, if any, will be refunded without any interest.
8. In case the allottee wants to avail of a Loan facility from his Employer or Financial Institutions / Bank to facilitate the purchase of the Unit applied for, the Company shall facilitate the process subject to the following :-
 - (a) The terms of the financing agency which shall exclusively be binding and applicable upon the allottee only, with where company shall have no concern whatsoever?
 - (b) The responsibility of the getting the loan sanctioned and disbursed as per the Company's Payment Plan will rest exclusive on the allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to company, shall be ensured by the allottee and shall be governed as per Payment Plan.
9. In case of transfer of allotment of Unit, a transfer Fee as @1% of Total value will be charged by the Company & shall be payable by the allottee to the Company.
10. The Allottee shall make the payments towards the price of the Flat as per Payment Plan and the Company shall not be responsible for non-dispatch or non receipt of the Installment Call Notice(s) to/by the Allottee.
11. All payment in respect of the Allotment money, Installments and / or any other charges shall be made by the Allottee in the name of "M/s Kailash Housing" by means of account payee cheque(s)/Draft(s) Payable at Agra unless otherwise specifically informed by the Company to the Allottee.
12. It shall be responsibility of the allottee to inform the Company by Registered letter about any change in his/her address or other particulars furnished by him/her to the Company. In case of failure of the allottee to inform the Company, all Demand notice(s) or other correspondence(s) sent/ or made by the Company at the address available with the Company shall be deemed to have been on him/her and the allottee shall be responsible for any default in payment and other consequences that might occur therefrom. In case the Flat is allotted in joint name, a communication sent by Company to any one of the joint allottee shall be treated as a valid communication as if the same has been sent to the joint allottees.
13. The possession of the said flat shall be delivered to the Allottee between _____. However in the event of the completion of the said flat being delayed for any reason beyond the control of the Company, like non availability of any building material, due to market conditions, war or enemy or natural calamities or any act of God, in case of delay in possession as a result of any notice, order, rules, Bye-laws notification of the Government, Competent Authority or any other reason beyond the control of the company and due to other unforeseen events and for any reason not directly attributed to M/s Kailash Housing, the Company shall be entitled to a reasonable extension of time hence no claim by the way of damages/compensation shall lie against the Company.
14. The possession of Flat shall be handed over on receipt of the all dues, documents, and on fulfillment of conditions as stipulated herein by the allottee. If the physical possession is not taken over at site within 30 days of the issue of the 'notice of possession' letter, the allottee shall pay watch and ward charges @ Rs. 2/- per sq. ft. per months on the Super Area allotted. It is made clear that the allottee cannot refuse to take possession on the ground of minor problems or defects in the flat and in that case flat shall deemed to be completed for all purposes and allottee shall be bound to take possession and in default shall be liable to pay watch & ward charges. Notwithstanding anything contained in this allotment letter, if the allottee fails to take over possession of the said flat within six months from the date of issue of 'notice of possession' letter, even if other portions of "Kailash Tower" are not complete or are in the course of construction the allotment would be liable for cancellation.
15. The Price of the Flat is for the area what is commonly known as Super Area i.e. the covered Area including wall, window projection, balconies and proportionate share of area under staircases, Car Parking Area, and common area etc.
16. Except for the area herein allotted and easement rights pertaining thereto, all the common area and the facilities and residuary rights in the proposed building shall continue to vest in the Company.

17. In Case during the course of construction and/or after the completion of the Building, further construction on the plot or over the building becomes permissible, the Company shall have an absolute and unfettered right to commence and complete such further permissible construction notwithstanding the designation and allotment of any common area as or otherwise.
18. The Allotment is subject to the Allottee accepting the terms & condition mentioned herein and in "Maintenance Agreement" which the Allottee hereby consents to sign when called upon to do so by the Company.
19. The Maintenance, upkeep, repairs, security, landscaping and common services etc. of the building will be organized by Company or its nominee(s). The Allottee agrees and consents to the said arrangements. The Allottee shall pay monthly maintenance charges, which will be fixed by the Company or its nominee(s) from time to time depending upon the maintenance cost. The Allottee will also be required to contribute towards one time maintenance deposit which will be decided by the Company, to be utilized for major repairs, replacement of machinery and / or other equipment(s) installed in the building, including but not limited to repair/replacement pumps, lifts, firefighting equipment, gensets, and any other plant/equipment. In case the funds available in the said Maintenance Deposit Fund may not be sufficient to meet the contingency, then the buyer shall contribute necessary funds proportionate to the super area of the Flat, to meet the requirement of the contingency for any such replacement. The Company or the Maintenance agency/Society of Buyers of the said complex shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timing or cost thereof and the Buyer agrees to abide by the same. Any delay in the payment will render the Allottee liable to pay interest @24% per annum. Non-payment of any of the charges within the time specified shall also disentitle the Allottee to enjoyment of the common services including electricity, water, security and common lawn etc. and the company shall have right to discontinue the said services till the said payments are made by the allottee.
20. The maintenance, upkeep, and running costs of the power back up systems of the units shall be proportionately borne by the allottee over and above the general maintenance charges, which will be fixed by the Company or its nominee(s) from time to time depending upon the running cost.
21. The Price of the Flat does not include cost of Electricity Connection, Power Backup (Capital, System Installation & running Charges) & Water connection charges, Services lines and light fixtures and the same will be borne by the Allottee.
22. The company or its nominee(s) shall be entitled to charge all such maintenance charges from the allottee(s) who have not taken the possession of the unit allotted to them as per the notice of possession has been issued to them by the company.
23. The Allottee shall not make any addition, alteration in the flat or building without written permission of the Company and concerned authorities. The Allottee directly at his own expense will obtain necessary permission from the authorities. The Allottee shall not use the Flat or permit the same to be used for purpose other than residential or as permitted or for any purpose which may or likely to cause nuisance or annoyance to the occupiers of other flats or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Flat which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or space, passages or amenities available for common use. All standards of safety, fire fighting etc. will be observed by the Allottee.
24. The company shall be responsible for providing internal services within the complex which include water lines, electric lines and etc. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the complex are services to be provided by ADA.
25. All taxes or charges, fresh or revised, present or future, on land or building levied by ADA or any other authority, from the date of booking shall be borne and paid by the allottee.
26. In case of non-resident Indian, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing from time to time shall be the responsibility of the allottee.
27. The Sale Deed of the Unit shall be executed in favour of the allottee by the Company after the flat has been allotted finally constructed at the site and after the receipt of full price and all other charges from the Allottee. The cost of stamp papers and registration charges will be borne and paid by the Allottee.

28. If any misrepresentation / concealment / suppression of material facts is / are found to be made by the Allottee, the entire money deposited by the Allottee with the Company shall be forfeited, this shall be without prejudice to the right of the Company to take legal action for such misrepresentation / concealment / suppression.
29. All disputes arising between the Company and the Allottee shall be subject to the exclusive jurisdiction of Courts at Agra, U.P., Only.
30. The Allottee has read and understood the Terms and Conditions hereof and duly signed the same in acceptance thereof, without any coercion or misrepresentative whatsoever.

WITNESSES

1.

FOR KAILASH HOUSING

(PARTNER)

2.

**I/We hereby accept the Allotment of the Flat on the
Terms and Conditions mentioned hereinabove.**

(ALLOTTEE(S))

PAN NO.....