

SANGWAN LANDCO PVT. LTD.

Regd. Office : G.I.E - 29, Indraprasth Building, 21 Barakhamba Road,

C.P., New Delhi - 110001, Phone: 011- 23765277

Corp. Office : 301, III Floor, Bhagnal Complex, Sector -15, Noida -201301,

Phone: 0120 - 4666777

E-mail : info@sangwanguroup.com Website : www.sangwanguroup.com

To,

Dated

SUB : Allotment Letter for Allotment of Plot(s) in Sangwan City, Allgarh (U.P.)

Dear Sir/Madam,

This has reference to your application dated submitted to Sangwan Landco Pvt. Ltd., Corporate Office: 301, Third Floor, Bhagnal Complex, Sector -15, Noida - 201301, (hereinafter referred to as "Developer") for the allotment of a residential plot in the above said Residential Project.

In response to your application, the Developer allots to you (hereinafter referred to as the "Allottee(s)" Residential Plot No. in the above said scheme having an approximate area of Sq. Mtrs (..... Sq. Yds.) at a basic sale price of Rs. Per Sq. Mtr/Rs. Per Sq. Yds. (Rs. Per Sq. Mtr) Rs. Per Sq. Yds. (Rs. Per Sq. Yds.)

Details of Plot :

Plot No.	Plot Area		B.S.P. (Basic Sale Prices)		Total Basis Sale Prices (Rs.)
	Sq. Mtrs	Sq. Yds.	(Per Sq Mtr	Per Sq. Yds	
Less : Discount (if any)					
Less : Other Discount (if any)					
Total Discount					
Total B.S.P. (after discount if any)					
Total B.S.P. (in words) (Rupees					

DEVELOPER

(1)

ALLOTTEE(S)

Charges contained in the clauses of this Allotment Letter shall be paid extra. The Allotment is subject to the preliminary terms & conditions of booking form and terms & conditions of allotment contained herein below.

1. The developer along with its associate companies has obtained licence/permissions/sanction from A.D.A. i.e. Aligarh Development Authority for the development of a residential colony known as 'Sangwan City' Aligarh on freehold land situated at villages Asadpur Quyam and village Mahua Khera, Aligarh (U.P.).

2. The Allottee(s) agrees to have applied for the said allotment after fully satisfied himself/ herself about the Developers powers to sell and allot plots in the said scheme and has verified from the records kept in the office of the developer with regard to the sanction of the layout plan.

3. The allotment is provisional. The layout plans have been seen by the applicant(s) / allottee(s) and he/she agrees that the Developer may effect such variations / alterations / modifications, etc. therein as he may deem fit or appropriate and/or as may be done by the sanctioning authority and the applicant(s) hereby gives his/her consent to such variations/additions/alterations/deletions / modifications, etc. If for any reason, any changes in the tentative or finally approved layout are made by the Developer and for the Sanctioning Authority or Developer's Architect or Structural Engineers resulting in the changes (decrease / increase) in the area of the Plot, change in the location of the Plot, change in the number of the Plot or change in the boundaries, the Developer shall have the right to change the location / number / area of the plot which shall be binding on all the Allottee(s).

4. The Allottee(s) shall pay the Net Basic Sales Price amounting to Rs. (only) for a tentative plot area of Sq. Mtrs. (..... Sq. Yds.) approximately (depending on the determination of the final actual area of the plot) in the following manner:

PAYMENT PLANS

PLAN A: Down Payment Plan with 8% Rebate on B.S.P

At the time of booking / allotment	25%
Within 30 days of allotment	62%
At the time of offer of possession	5%

PLAN B: Time Linked Installment Payment Plan

At the time of booking / allotment	25%
Within 1 months of allotment	20%
Within 4 months of allotment	10%
Within 7 months of allotment	10%
Within 10 months of allotment	10%
Within 13 months of allotment	10%
Within 16 months of allotment	10%
At the time of offer of possession	5%

5. (A) Preferential location charges shall be charged as under :-

☐ Park facing / Adjoining Plot	-	7.5% of BSP
☐ Corner plot	-	7.5% of BSP
☐ 12 Mtr wide road	-	7.5% of BSP
☐ Sector road	-	10% of BSP
☐ 12 Mtr Road + corner	-	10% of BSP
☐ Park facing (Adjoining) + corner	-	11% of BSP
☐ Park facing (Adjoining) + sector road	-	12% of BSP
☐ Corner + sector road plot	-	12% of BSP
☐ Park facing (Adjoining) + corner + sector road	-	15% of BSP

(B) Preferential location charges shall be charged extra and shall be paid extra by the allottee(s) in addition to the Basic Selling Price (B.S.P.) of the plot for allottee(s) whose plot turns out to be preferentially located. It is chargeable even if the plot becomes preferentially located by virtue of change of layout plan or due to any shifting of the plots or the parks/roads.

(C) Right of exclusive use of any area (open or covered) beyond the booked area shall be charged extra and this amount shall be decided by the Developer whose decision shall be acceptable to the Allottee(s).

6. That the applicant (s) / allottee(s) agrees that he/she shall pay the basic sale price of the booked plot and all other payable charges as per the terms & conditions of allotment as per the opted payment plan or as and when demanded by the Developer as the case may be. He/she also agrees to make all payments through demand drafts/cheques payable at New Delhi/Aligarh/Noida only.

7. The Developer and the allottee(s) hereby agree that the amount paid with the application and in installments as the case may be to the extent of 10% of the basic price of the plot will collectively constitute the earnest money. This earnest money shall stand forfeited to the Developer in case of breach of any terms & conditions on part of the Allottee(s) including the non-payment of dues in time. In case of any balance amount payable to the Allottee(s) / Buyer(s), the Developer after forfeiture of the earnest money shall refund by six equal interest free monthly installments.

8. The timely payment of installments by the Allottee(s) is the essence of the contract between the parties. However, the Developer may at its sole discretion condone the delay in payments by charging interest at a rate of 18% per annum compounded quarterly for the delayed period(s). Accrued interest / would be adjusted first out of payments received. In the event of irregular / delayed payments / non-fulfillment of terms of payment, the booking may be cancelled at the sole discretion of the Developer. The 10% of the basic selling price of the plot constituting earnest money shall stand forfeited in case of cancellation of allotment. Balance payment, if any, shall be refunded without any interest after return of original receipts and other documents by the prospective Allottee(s) concerning the booked Plot(s) to the company.

DEVELOPER

(2)

ALLOTTEE(S)

DEVELOPER

(3)

ALLOTTEE(S)

9. Basic sale price does not include external development charges (EDC). The Allottee(s) shall pay the external development charges as and when demanded by the Developer.
 10. It shall be the duty of the Allottee(s) to make regular installment payments in accordance with the opted payment plan on his own, without any dependence / reference to any demand notices being issued by the Developer, except in case of construction / development linked payment plan. Delayed payments shall be liable for interest @ 18% per annum on quarterly compounded basis.
 11. The Allottee(s) shall pay for water and electricity charges for construction of the house, plans of which will be got approved by the Allottee(s) from ADA i.e. Allgarh Development Authority at his/her and cost.
 12. The booking is subject to rules & regulations as applicable in the area/scheme by different government, local and statutory authorities.
 13. The electricity supply shall be obtained from appropriate authority / body and the cost of installation of sub station / power house / transformers shall be charged extra on pro-rata basis from the Allottee(s) in this Project, the quantum of which shall be decided by the company at its sole discretion and notified to the concerned Allottee(s).
 14. The Allottee(s) agrees to pay on demand all taxes, levies of assessments whether levied now or leviable in future on land, as the case may be, from the date of allotment.
 15. The Developer may raise finance from any Bank / Financial Institution / Body Corporate to finance the project activities and for this purpose create equitable mortgage (mortgage by deposit of title deed) of the project land in favour of one or more such institutions and for such an act the Developer shall be deemed to have necessary consent of the Allottee(s).
 16. Notwithstanding the foregoing, the Developer shall ensure to have any such charge, if created, vacated on completion of the project and handing over of possession to Allottee(s).
 17. The Developer shall endeavor to give possession of the plot to the Allottee(s) in a period of 36 months (approximately) subject to force majeure circumstances and reasons beyond the control of the Developer on receipt of all payments and other charges as per payment plan opted by the Allottee(s) at the date of booking / allotment. All charges payable up to the date of possession according to any payment plan applicable should be cleared by him / her. The Allottee shall not be entitled to any compensation on the grounds of delay in possession due to reasons mentioned herein above. The Developer on completion of the Development/Construction shall issue final call notice to the Allottee(s), who shall within 30 days thereof, remit all dues and take possession of the plot after registration of sale deed. In the event of his/her failure to take possession for any reason whatsoever, he/she shall be liable to pay all maintenance charges to the Developer or the nominee and any other levies on account of the plot. The maintenance charges shall be reckoned from the date of offer of possession. In case of delay of more than 30 days from the date of offer of possession in taking the possession by the Allottee(s), the Developer or its nominee shall charge holding charges, as may be applicable at the Company's discretion, if the Allottee(s) fails to take possession in a reasonable time.
- DEVELOPER (4) ALLOTTEE(S)

18. In case of any dispute, the Courts at Noida / Allgarh only shall have Jurisdiction.
 19. A sale deed shall be executed and registered in favour of the Allottee(s) within a reasonable time after Developer has received the total sale consideration, connected dues/charges, stamp duty, registration fee, documentation charges and other incidental expenses, etc. from the Allottee. The conveyance of the land shall be made directly in favour of the concerned Allottee(s) by the land owners and the Developer being the confirming party.
 20. The Allottee(s) shall be bound to start construction of the house with due sanction of the Competent Authority within a period of 3 years from the date of offer of possession by the Developer failing of which, the buyer shall be liable to pay a penalty of 5% of the total cost of Plot/Unit each year.
 21. The Allottee(s) shall pay necessary charges including interest free security deposit for developing and up-keeping the project and providing the various services as determined by the Developer or its nominated agency as and when demanded by the Developer or its nominee. This arrangement will continue until the services are handed over to the local bodies or an association. The Allottee(s) agrees and consents to this arrangement and will not question the same singly or jointly with other Allottee(s). The Allottee(s) shall enter into separate detailed maintenance agreement with the Developer or its nominated agency, as the case may be, at the time of offer of possession.
 22. The allottee(s) shall be entitled to get the name of his/her nominee(s) substituted in his/her place or to pass on / transfer the Allotment in some other name on payment of administrative charges as per the rates of the Developer / Authority. The administrative charges for transfer rights herein amongst the family members (husband, wife, children, real brother, unmarried sister and parents) will be 10% of the normal administrative charge. For every transfer claim, if any, between transferor and transferee as a result of subsequent reduction / increase in the area of the plot of his/her location will be settled between transferee and the builder will not be a party to this. However, no administrative / transfer charges will be payable in case of succession.
 23. All other charges or taxes, whether levied now or leviable in future on the Plot and / or the building to be constructed on the plot, as the case may be, shall be borne by the Allottee(s) from the date of booking.
 24. The Allottee(s) shall get his/her complete address registered with the Developer at time of booking and it shall be his / her responsibility to inform the Developer by registered A/D letter about all subsequent changes in his/her address, failing of which, all demand notices and letters posted by the Developer at the first recorded address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the Allottee(s) shall be responsible for any delay/default in payment and other consequences that might accrue there from.
 25. In case there are joint applicants, all communications shall be sent by the Developer to the Allottee(s) whose name appears first on application form and at the address given by him/her for mailing and which shall for all purposes be considered as served on the applicants and no separate communication shall be sent to the other named Allottee(s).
- DEVELOPER (5) ALLOTTEE(S)

26. The Developer shall have the first lien and charges on the said plot for all its dues and other sums payable by the Allottee(s) to the Developer.
27. The Developer reserves the right to change the location/number/area of the plot.
28. The Buyer, if resident outside India, shall be solely responsible to comply with the necessary formalities, as laid down in the Foreign Exchange Management Act 1999, or other applicable laws including that of remittances of payments for acquisition of property and for submission of any documents/declarations, etc. as may be prescribed.
29. The Allottee(s) undertakes to abide by all the laws, rules and regulations as are applicable or may be made applicable by the appropriate State Authority. The Authority reserves the right to impose Taxes / Levies / Service Charges on the plot which the Allottee(s) undertakes to pay.
30. The Allottee(s) has agreed that the allotted plot shall be used for residential purpose only. No changes in usage shall be permissible in that regard. In case of any deviation in that regard the developer shall take appropriate legal proceeding and further shall recommend the case to appropriate authority for cancellation of the unit there of.
31. All letters, receipts and/or notices issued by the Developer or its nominee Maintenance Agency (M/s K. S. Maintenance & Facilities Pvt. Ltd.) dispatched to the last known address of the Allottee(s) shall be sufficient proof of receipts of the same by the Allottee(s).
32. In the unfortunate event of shelving of the project by the developer, the Allottee(s) shall be refunded the actual deposited amount(s) without any interest.
33. The Allottee(s) shall not be entitled to seek refund of the amount deposited against the plot once demand of installment against the plot has gone beyond 80% or more. At this stage the request for refund or cancellation of plot from the Allottee(s) shall be considered by the Developer at its sole discretion subject to usual deduction of earnest money as mentioned hereinbefore. However, the Allottee(s) shall be free to effect transfer/endorsement of the plot in favour of any other person by requesting for the same of the Developer and subject to payment of all dues, charges and demands as may be applicable at the time of request.
34. The Allottee(s) authorises the Developer to effect suitable and necessary changes in the layout plan and size / location of the allotted plots, as may be deemed fit by the Developer owing to realignment of plots at its own or necessitated by any directions from statutory authorities in this regard. However, in case of any major change in size of the plots resulting in more than 10% increase in area of the Allottee(s) plot, the Developer shall intimate to the intending Allottee(s) in writing, the change thereof and the Allottee(s) has to give his/her confirmation to the changes within thirty days from notice failing which the intending Allottee(s) shall be deemed to have given his consent to effected changes in area/location of the plot(s). The price for the increased area shall be the rate applicable on date of intimation of the increased area and the same shall be binding and payable by the Allottee(s). Developer may, in its absolute discretion, try and accommodate the buyer on an alternate location at the request of the Allottee(s).

DEVELOPER

(6)

ALLOTTEE(S)

35. All disputes, differences or any matters touching or arising out of this transaction shall be referred to a sole arbitrator to be appointed by the Director of the Company, who shall have the sole right to appoint the Arbitrator. The Allottee(s) has agreed that he/she shall have no objection towards the appointment of such Arbitrator in the manner provided herein before.
36. The Developer may in its sole discretion, adjust the money received from the Allottee(s) towards any of his/her payable dues in any head of account and the adjustment so made shall be acceptable to the Allottee(s) of his payable dues in any head or account.
37. For all intents and purpose singular shall include plural.
38. The terms and conditions contained herein above shall be interpreted in a manner so as to cover the laws and rules prevalent in India and confirm to Public Policy and Fair Trade Practices. The terms and conditions have to be read in conjunction. Developer may bring about any necessitated modifications in these terms and conditions to give effect to the same at the relevant time and notified to the concerned Allottee(s).

Yours faithfully,

For SANGWAN LANDCO PVT. LTD.

WITNESSES:

(AUTHORISED SIGNATORY)

- 1.
2. I/We hereby accept the allotment on the terms and conditions mentioned herein above.

(Signature of the Allottee(s))

WITNESSES:

- 1.
- 2.

Dated:

DEVELOPER

(7)

ALLOTTEE(S)

ENDORSEMENT

DEVELOPER

(8)

ALLOTTEES)



REGULATORS & BUS DEVELOPERS
AN ISO 9001 - 2008 COMPANY

SANGWAN LANDRO PYTLTD.

AN ISO 9001-2008 COMPANY

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SANGWAN CITY
ALIGARH

UNIT NO.



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