

ALLOTMENT LETTER

To, Dated :

Shri,

son of .Shri

Residents of

.....

Kanpur Nagar

Subject : Agreement regarding Provisional Allotment of Flat No
..... in residential Complex namely ""
being constructed at Plot No. E/GP-2 Ambedkarpuram,
Scheme No. 3, Panki Kalyanpur Road, Kanpur Nagar
Registration No.
under Provisions of RERA.

Dear Sir/ Madam,

This has with reference to your Booking Form dated submitted to M/s. **ALLIANCE BUILD MORE 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 Plot No. E/GP-2 Ambedkarpuram, Scheme No. 3, Panki Kalyanpur Road, Kanpur Nagar and is constructing residential building consisting of flats on the said Plot and is entitled to deal with same

by way of Provisional Allotment, sale etc. of the various Flats/ Spaces.

WHEREAS the allottee/prospective purchaser has 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 and specification and nature of construction and terms and conditions in regard to the flat. He has seen and understood at the time of registration/ Booking 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 Book Form dated

**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. on floor in "....." being constructed at Plot No. Plot No. E/GP-2 Ambedkarpuram, Scheme No. 3, Panki Kalyanpur Road, Kanpur Nagar with an approximate super built up area Sq. Metres and built up area Sq. Metres for a sum of Rs..... (Rupees only) alongwith 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 construed as including each of such allottees and their heirs executors assignees etc.
2. That the allottee having inspected and seen the plans, designs and has approved the same and further agrees that

the Land owner/Developer 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 in respect of Flat and the allottee hereby gives his consent for such variations, alterations, additions etc.

3. That in case the Land owner/Developer for any reason 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/Developer is unable to offer any other flat in the residential complex, he 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 hereinafter the allottee shall pay sum of Rs. and shall pay the full and final payment upto 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 sanction of the plan of the building or 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 decisions of the Government or local authority the Land owner/Developer is unable to complete the flat the allottee will remain obliged to make payment to the Land owner/Developer proportionate to extent of the completion thereof 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 favour and also shall be entitled to receive any compensation awarded therefor. *
- (b) Notwithstanding an event mentioned in sub clause 6(a) occurs and the Land owner/Developer continues with its work 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 reasons 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 giving one month notice shall be entitled to cancel the Provisional Allotment and refund the deposited amount after deducting 15% of the advance money of Flat without any interest.
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 is not included in the aforesaid cost of the flat and shall be payable in addition to cost of flat.
10. That all the property or other taxes whether levied or Liable 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 and 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 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 on 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/Developer shall be sufficient proof of receipts of the same by allottee and shall fully and affectedly discharge the Land owner/Developer 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 if the allottee cancels the booking of the flat before possession the Land owner/Developer will have right to deduct 15% of the total advance money of the flat from the deposited amount and refund the remaining.
22. That the Land owner/Developer shall have the right to levy any extra charge under any clause, at the time of final possession, which shall 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 cause nuisance to the occupiers of the flats. 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 bound to form a Association/ Society for maintenance of the Building consisting of flats immediately, 1/3rd allottees shall be entitled for form such association in accordance of rules and byelaws of the Act, in which the Land owner/Developer 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 cost of the flat including the cost of the common facilities and amenities in the said building complex has calculated at the cost of the present cost of the materials, labour cost etc. In case during the construction period of the cost of the material and the cost of the workmanship increases more than 10% from the date of commencement of the building. The Land owner/Developer shall increase the cost of the flat accordingly and the allottee shall be bound to pay the increased cost as certified by the architect of the Land owner/Developer. In case the allottee fails to pay the increased cost of the flat within 2 months from the date of demand, the Land owner/Developer shall be free to cancel the Provisional Allotment with immediate effect and forfeit 15% of the total advance money.
26. That the allottee shall get the Sale Deed executed in his favour within 6 (six) months from the date of possession at its cost, failing which Land owner/Developer shall not be liable for any thing.
27. 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.

28. That the prospective purchaser would be entitled for the proportionate undivided share in the land.
29. 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**".
30. That the allottee shall deposit a sum of Rs.
@ 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.
31. 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 upto 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 from the out side 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 upto 3 months. Even then 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 DEFULTER AND

- A) Water supply will be disconnected to the defaulter's 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 default and his family members and his visitors.
- F) Inter-com facilities will also be withdrawn.
- G) Cable/ TV/ Dish Antenna facility shall also 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 M/s. ALLIANCE BUILD MORE PVT. LTD.,

Managing Director/ 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 hereinabove.

Signature of the Allottee/
Prospective Purchaser.

Witnesses:-

1.

2.