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**ALLOTMENT LETTER**

This Allotment Letter is made at Mathura on this.....day of.....20.....

Between

M/s TECHMAN BUILDWELL PVT LTD, a Private Limited company, duly incorporated under the Company's Act, 1956, having its registered office at G-1354 L.G.F. Chittranjan Park New Delhi-19 and branch office at A-20/21, MotiKunj, Mathura, U.P. through its director/authorized signatory (Hereinafter referred to as the 'Developer' which expression shall unless subject or context requires otherwise include its heirs, legal representatives, administrators, executors, assigns etc.) of the One Part.

AND

1. Shri/Km/Smt.....S/D/W/o Shri..... Resident  
of.....

2. \*Shri /Km/Smt.....S/D/W/o Shri..... Resident  
of.....

\*To be filled up in case of Joint Buyer's

(Hereinafter referred to as the 'Buyer which expression shall unless the subject or context requires otherwise, includes his/their heirs, legal- representatives, administrators, executors, assigns etc.) of the Other Part.

Wherever the Buyer is a female, the expression 'he', 'him', 'himself etc. in the Allotment Letter in relation to the Buyer shall be read and construed as she', 'her', herself etc. This expression shall be deemed as modified and read suitably whenever the Buyer is a Joint Stock Company, body corporate or a firm or an association of persons.

Wherever there are more than one Buyers' the expression Buyer in the Allotment Letter shall be construed as including each of such Buyers and each of their heirs, legal representatives, administrators, executors, assigns etc.

WHEREAS the Developer is the absolute lawful owner in possession of/constructing Flat/Villa/Property/Shop/Office No.....on .....Floor having super covered area.....Square feet (approximately) in.....built on Plot No.....in.....,Mathura(U.P.) (Herein after referred to as the "Property)

AND WHEREAS the Buyer has demanded from the Developer and the Developer has allowed the Buyer inspection of the said Property and the said Portion of Land, approved/sanctioned building plans,

Buyer

Developer

ownership record of the said Property and the said Portion of Land and all other documents relating to the title, competency, approval/sanctions from the Competent Authority and all other relevant details and the Buyer has confirmed that he is fully satisfied in all respects with regard to the right, title and interest of the Developer in the said Portion of Land on which the said Property is being constructed and has understood all limitations and obligations of the Developer in respect thereof. The Buyer agreed that there shall be no further investigations or objections by him in this regard and further that he is fully satisfied of the competency of the Developer to execute this Allotment Letter.

AND WHEREAS the Buyer acknowledges that the Developer has readily provided all information's, clarifications as required by him but that he has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the said Property or any other physical characteristics thereof, or the services to be provided to the Buyer. The Buyer has relied solely on his own judgment and investigation in deciding to enter into this Allotment Letter and to purchase the said Property. No oral or written representations or statements shall be considered to be a part of this Allotment Letter and that this Allotment Letter is self contained and complete in itself in all respects.

AND WHEREAS the Buyer has confirmed to the Developer that he is entering into this Allotment Letter with full knowledge of all the laws, rules, regulations and notifications etc. applicable to the said Property and the terms and conditions contained in this Allotment Letter and that he has clearly understood his rights, duties, responsibilities and obligations under each and all the clauses of this Allotment Letter.

AND WHEREAS the Developer, relying on the confirmations, representations and assurances of the Buyer to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter, has accepted in good faith his application dated..... to allot the said Property and is now willing to enter into this Allotment on the terms and conditions appearing hereinafter.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. That the Developer agrees to sell and the Buyer agrees to purchase the Flat/Villa/Property/Shop/Office No.....admeasuring super covered area..... Square feet (approximately) on.....Floor in..... in finished/unfinished condition at sale consideration with total sum of Rs.....(.....) built on Plot No.....in.....,Mathura(U.P.)
2. That the Developer has received the sum of Rs..... by Cash/Cheque/Draft no..... Dated.....drawn on..... as advance vide receipts no. dated..... from the Buyer.
3. The payment is to be made in the manner as prescribed in Schedule-I to this Allotment Letter which shall form and be read as part and partial of this Allotment Letter.

Buyer

Developer

4. The Buyer and the Developer hereby agree that the amounts paid by the Buyer to the Developer with the application for allotment or thereafter to the extent of 10% of the sale price of the said Property shall constitute to be the Earnest Money for the purpose of this Allotment.

5. The payment schedule as mentioned in Schedule-1, annexed to this Allotment Letter is the essence of this allotment; it shall be incumbent on the Buyer to comply with the terms of payment and the other terms and conditions of this Allotment Letter failing which the entire amount of earnest money deposited by him or such smaller amount as paid by him towards earnest money shall be liable to forfeiture & the Allotment Letter shall stand cancelled and he shall be left with no right to the said Property.

The amount (s), if any, paid over and above the earnest money shall be refunded to the Buyer without any interest or compensation of whatsoever nature. Without prejudice to the Developer's rights under this Allotment Letter or in law, in exceptional circumstances, the Developer may, at its absolute discretion, condone the delay in payment by charging a minimum interest @ 18% p.a. on the amount outstanding.

In the event of the Developer waiving the right of cancelling the Allotment Letter and forfeiture of earnest money and accepting payment with interest in its place, no right whatsoever would accrue to any other defaulting property Buyer on that account. The payment with interest shall exclusively vest with the Developer.

6. The Buyer has entered into this Allotment Letter with full knowledge about the Title of the Developer, approvals/sanctioned plans, and compounding plans obtained by Developer, the specifications and the facilities (if any) provided by the Developer in the said Property.

7. All letters, receipts, and/or notices issued by the Developer or its nominee and dispatched under a Certificate of Posting to the last address of the Buyer known to the Developer, shall be sufficient proof of receipt of the same by the Buyer and shall fully and effectually discharge the Developer or its nominee of its liability.

8. Calculation of the super covered area comprises of internal area of the said Property including walls, covered projections, shaft(s), parking space(s), open areas, balconies, staircases, corridors etc., and the Buyer has fully satisfied himself about the total super covered area.

9. All taxes whether levied or leviable now or in future demanded by the Authority (any Local/ Government /Statutory body) shall be borne from the date of allotment by the Buyer.

10. Possession of the said Property will be given only after full and final payment demanded by the Developer is made as per the terms agreed and set out in this Allotment Letter.

11. All the amounts paid by the Buyer under this Allotment Letter will be treated as advance payment for the purchase of the said Property and any allotment made by Developer will be provisional. This allotment shall not give any right or title to the Buyer, until he has complied with all the terms & conditions of this Allotment Letter.

12. That it is specifically made clear to the Buyer that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Allotment Letter shall be deemed to be events of defaults liable for consequences stipulated herein. With a view to acquaint the Buyer, some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive:

(i) Failure to make payments within the time as stipulated in the Schedule-1 of this Allotment Letter and failure to pay the stamp duty, legal, registration, and any incidental charges as demanded by the Developer, but not limited to this only.

(ii) Failure to perform and observe any or all of the Buyer's obligations including those contained in clause no 11 above as set forth in this Allotment Letter or if the Buyer fails to execute any other deed/document/ undertakings / indemnities etc. or to perform any other obligations, if any, set forth in any other agreement with the Developer in relation to the said Property.

(iii) Failure to take over the said Property for occupation and use within the time stipulated by the Developer in its notice.

(iv) Failure to get executed the conveyance deed within the time as mentioned in clause no 13(a) hereinafter, or in special circumstances extended by the Developer in writing.

(v) Assignment of this Allotment Letter or any interest of the Buyer in this Allotment Letter without prior written consent of the Developer.

(vi) Dishonours of any Cheque(s) given by Buyer for any reason whatsoever.

(vii) Any other acts, deeds or things which the Buyer may commit, omit or fail to perform in terms of this Allotment Letter, any other undertaking, agreement/indemnity etc. as demanded by the Developer which in the option of the Developer amounts to an event of default and the Buyer agrees and confirms that the decision of the Developer in this regard shall be final and binding on the Buyer.

Upon the occurrence of any one or more event(s) of default under this Allotment Letter including but not limited to those specified above, the Developer may, at its sole discretion, decide, by notice to the Buyer, to cancel this Allotment Letter. If the Developer elects to cancel this Allotment Letter, the Buyer shall have thirty (30) days from the date of issue of notice of cancellation by the Developer to rectify the default as specified in that notice. The Buyer agrees that if the default is not rectified within such thirty (30) days, this Allotment Letter shall be automatically cancelled without any further notice and the Developer shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Allotment Letter along with the interest on delayed payments, any interest paid, due or payable and any other amount of a non-refundable nature. The Buyer agrees that upon such cancellation of this Allotment Letter, the Developer will be released and discharged of all liabilities and obligations under this Allotment Letter and the Buyer hereby authorizes the Developer that the said Property may be sold to any other party by the Developer or dealt in any other manner as the Developer may in its sole discretion deem fit as if this Allotment Letter had never been executed and without accounting to the Buyer for any of the proceeds of such sale. In the event of the Developer electing to cancel this Allotment Letter, any amount which shall prove to be refundable to the Buyer over and above the amounts retained as and for liquidated damages such as the earnest money, interest on delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded by the Developer only after realizing such refundable amount on further sale

/resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation and refund by the Developer, the Buyer shall be left with no right, title, interest or lien over the said Property in any manner whatsoever.

13. a) The Sale deed will be executed only after the Buyer has made full and final payment to the Developer as mentioned in Schedule-1 of this Allotment Letter. The date for sale deed of the said Property has been fixed for..... /or within 15 days of the information about the completion of the said Property, being sent by the Developer to the Buyer.

b) The failure on the part of the buyer to get the sale deed of the said Property registered in his name, within the time period mentioned in 13(a) above will amount to cancellation of this Allotment Letter.

c) Developer, however in its sole discretion can condone the delay in getting the sale deed registered by the buyer by charging a penalty by way of interest@ 18% p.a.

14. That in case the Buyer has to pay any commission or brokerage to any person for services rendered by such person to the Buyer whether in or outside India for acquiring the said Property for the Buyer, the Developer shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the said Property. Further the Buyer undertakes to indemnify and hold the Developer free and harmless from and against any or all liabilities and expenses in this connection.

15. The Buyer agrees and authorizes that the Developer shall have the right to make addition to or put up additional structures in/upon the said building or anywhere in the said Site and such additional structures shall be the sole property of the Developer which the Developer will be entitled to dispose off in any way it chooses without any interference on the part of the Buyer(s). The Buyer agrees that the Developer, at its cost, shall be entitled to connect the electric, water, sanitary and drainage to the existing source. Any violation of this condition shall entitle the Developer to seek remedies provided under this Allotment Letter.

16. a) The Buyer shall not be entitled to transfer the said Property including rights as allotted herein or get the name of his nominees(s) substituted on his place without the prior approval of the Developer, in writing, who may in its sole discretion permit the same on such terms and conditions including payment of administrative charges as prescribed by the Developer from time to time as it may deem fit. Any change in name (including addition/deletion) registered as Buyer with the Developer will be deemed as transfer, for transfer of the said Property amongst family member (husband, wife, own children, parents and real brother/sister) transfer charges will be 25% of the normal administrative charge for every transfer.

b) Claim, if any between transferor and transferee in respect of the said Property shall be settled between themselves i.e. Transferor and Transferee and the Developer will not be a party to it.

17. The Developer shall have the first lien and charge on the said Property in the event of the Buyer parting with any interest for all its dues and/or that may hereafter become due and payable by the Buyer to the Developer under this Allotment Letter.

18. This Allotment Letter is the only Allotment touching upon the said Property by the Buyer and this Allotment Letter supersedes any and all understandings, any agreement, correspondence or

arrangement whether written or oral, if any, between the parties. This Allotment Letter and the terms and conditions contained in the application constitute the entire agreement between the parties with respect to the subject matter hereof. The terms and conditions of the application dated..... shall continue to prevail and be binding on the Buyer save and except in cases where the terms and conditions of the application are at variance with the terms and conditions of this Allotment Letter in which cases the terms and conditions of this Allotment Letter shall prevail and shall super cede those terms and conditions contained in the application. If this Allotment Letter or any provisions must be changed, terminated or waived, any change or additional provisions must be set forth in writing in a separate document duly singed by and between the parties.

19. The Buyer agrees that the Developer shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Buyer if the Developer's rights under this Allotment Letter are likely to be effected/prejudiced in any manner by the decision of the court on such suit/complaint. The Buyer agrees to keep the Developer fully informed at all times in this regard.

20. That if any provision of this Allotment Letter shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to Allotment Letter shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.

21. Two copies of this Allotment Letter shall be executed one each for the Developer and the Buyer.

22. That all charges relating to installation of individual electric meters, water meters/connections & sewer connection charges shall be borne by the Buyer.

23. The total stamp duty and other expenses relating to the registration of the said Property will be paid by the Buyer as per the U.P Government rules prevailing at the time of registration of the said Property.

24. (a) Any dispute arising out of this or touching and/or concerning this Allotment Letter shall be referred to the Arbitration of a sole Arbitrator, under the Arbitration & Conciliation Act 1996.

(b) If in case, such arbitration fails, then all disputes shall be subject to Jurisdiction of Mathura Court only.

IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH AND YEAR MENTIONED ABOVE: -

WITNESSES: -

1. Signature.....

Name.....

Address.....

.....

WITNESSES: -

1. Signature.....

Name.....

Address.....

.....

**SCHEDULE-1**

**Payment Schedule**

Buyer

Developer