

## ALLOTMENT LETTER

Date .....

1) Mr / Mrs.....

Address.....

2) Mr / Mrs.....

Address.....

Hereinafter called and referred to as "**ALLOTTEE(S)**" which expressions shall unless repugnant to the context, mean and include his/her/their/its successors-in-interest and permitted assigns.

**Subject : Allotment of Flat No.....at Floor No.....in**

**Tower No...../ Plot No ..... in**

**SRISHTI RAJKALPANA, Gwaltoli, Kanpur.**

Dear Sir/Madam,

With reference to your application dated ....., we are pleased to allot you a Unit /

Flat No..... at Floor No .....in Tower No.....

/ Plot No....., **SRISHTI RAJKALPANA**, Singhpur, Kanpur.

This allotment is subject to the Terms & Conditions annexed hereto and forming part and parcel of this Allotment Letter which shall prevail over all other terms & conditions given in our brochures, advertisements or any other sale documents, promises oral or written and this includes all previous Letters / Certificates, if any, issued against allotment of said unit/flat/Plot/apartment.

Thanking you

For **ACP DEVELOPERS - LLP**

(Authorized Signatory)





## TERMS & CONDITIONS OF THE ALLOTMENT OF THE UNIT / FLAT/PLOT

1) That the said Project is situated at Singhpur Tiraha, Kanpur (U.P.) and the area of the said Project is 14.00072 Hectare (140007.2 Sq. Mtr.) and the said Project is being developed by the LLP as a residential project consisting of plots / towers / buildings / apartments / Complex etc.

(c) The Kanpur Development Authority has duly sanctioned lay out plan of the said Project. The "LLP" reserves the right to effect and/or carry out variation, additions, alterations, deletions and modifications in the Layout/map/building plan/floor plan/ structural design/specification etc. of its project and /or its remaining land, as the "LLP" may, at its sole option and discretion, consider necessary or as directed / permitted by any competent authority and or the architect of the "LLP" at any time even after Layout/map/building plan/floor plan/ structural design for its project / complex / plots / towers / buildings are sanctioned / revised sanctioned / re-sanctioned. Such changes shall include but shall not be limited to change in Layout/map/building plan/floor plan/ structural design/specification of the township complex/plots/towers/buildings including apartment plans, locations, preferential location, number, increase or decrease in number of plots, apartments, floors, block or area of the plots / apartment/blocks/buildings etc. further, the "LLP" shall be entitled to construct on its land / building / towers the additional floors / additional spaces / additional towers/blocks/houses/apartments/buildings and to avail full FAR / additional FAR as may be sanctioned / revised sanctioned/re-sanctioned and permitted by the Competent Authority and /or architect of the said project from time to time and the same shall be entitled to share all common areas and facilities to which the Allottee(s) hereby consents and shall raise no objection. It is further agreed that the Allottee(s) either before or even after purchase of the Unit / Flat and execution of Sale Deed shall not be entitled to raise any objection regarding such additional construction / modification etc.

2) That the Allottee(s) vide his Application expressed his interest to purchase a residential Unit / Flat / Plot in the said Complex Project. The Allottee(s) has understood and agreed to abide by the Terms & Conditions as set out in the Annexure to the said application for the allotment of the Unit / Flat / Plot in the said Project / Complex.

3) That the Allottee(s) has inspected all title deeds, maps, relevant records, documents and papers with respect to the title, ownership and competency of the "LLP" including basic infrastructures facilities to be provided in the said Complex / Project of the "LLP" being developed at **SRISHTI RAS KALPANA**, Singhpur, Kanpur and also inspected the site and the allottee(s) is fully satisfied with the same and also about the title and ownership of the "LLP". The Allottee(s) has confirmed and undertake to have no objections or claims in respect thereof.

4) That the Allottee(s) covenants that he has full knowledge and understanding of all laws/notifications and rules applicable to the area in general and to the said Complex/Project named as **"SRISHTI RAS KALPANA"** in particular and the Allottee(s) has inspected and understood Lay Out Plans, Site Map, Structural Designs, Permissions, Sanctions and Specifications etc. of the said Complex / Project/Flat/Plot/Unit.

5) That this Allotment is subject to the Allottee(s) complying with the terms & conditions of application and this Allotment, completing various requisite formalities and making timely and complete payments of the entire consideration and other charges as per Payment Plan.

6) That the "LLP", relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms and conditions and stipulations contained herein, has accepted, in good faith, the application of the Allottee(s) and has agreed to allot following Flat /Plot/Unit in the said Complex / Project. The Allottee(s) agrees and understands that the areas allotted are tentative and are subject to change. However, the "LLP" shall be selling flat / plot / unit only after its completion.

Extra charges, which are over and above the basic sale price shall become payable within the time stipulated. Stamp duty, registration charges, other legal / miscellaneous expenses including advocate's fee and Service Tax, VAT and / or any other statutory levels/taxes/charges etc. if any and as applicable from time to time, shall be charged and payable in addition to the Basic Price of the Unit and other charges and the Allottee(s) shall be liable to pay the same.



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**DETAILS OF THE UNIT / FLAT / PLOT ALLOTTED :**

Flat No..... Tower No..... Approximate area  
..... Sq.mtr. equal to..... Sq.ft. and/or  
..... Area ..... Sq. meter  
Plot No.....  
equal to ..... Sq. yards (hereafter called and referred to as the said Flat / Plot/Unit).

The exact sale area of the flat / plot / unit shall be ascertained by the "LLP" after completion of the Building and common areas & facilities at the time of execution of Sale Deed.

Sale Price Rs..... (Ruppees.....)

**FIRE SAFETY MEASURES :**

7) That the "LLP" shall provide fire safety measures in the Group Housing Complex as per the existing fire safety norms. If, however, due to any subsequent Govt. legislations/regulations/orders/directives, it becomes obligatory on the "LLP" to undertake additional fire safety measures, the Allottee(s) shall be liable to pay such extra proportionate charges in respect thereof.

**ELECTRICITY AND POWER BACK UP:**

8) That the "LLP" may provide dual supply of electricity i.e. KESCO or any other supplier and Generator for which extra charges as incurred will be charged by the "LLP".

9) That the Allottee(s) shall deposit all charges and dues with the "LLP" and agrees to reimburse on pro-rata basis all expenses incurred by the "LLP" on external electrification of the said complex, in future for increase in the electricity load as may be required from time to time. It is made clear that there will be a single meter which will be obtained by the flat/plot owner at his/her/their cost, in their name from KESCO or other supplier.

10) That it is clarified by the "LLP" that the power back up arrangements like diesel generators sets or other forms of power back up supply in the said Complex are proposed to be designed and installed on the basis of diversity factor considering group diversity which the Allottee(s) understands and agreed. The Allottee(s) agrees that he, either singly or in combination with other Allottee(s) users in the Complex, shall not claim that the intended capacity be the cumulative of all the power back up load sold by the "LLP" to different Allottee(s) / Users.

**POSSESSION :**

11) That subject to force majeure and /or any other reason beyond the control of the "LLP", and all other terms & conditions of this Allotment and upon completion of the formalities stipulated herein, the "LLP" propose to handover the possession of the said Unit/Flat/Plot within the stipulated period. The Allottee(s) after taking possession of the said unit/Flat/Plot shall have no claim against the "LLP" in respect of any item of the work in the said unit/Flat/Plot which may be said not to have been carried out or for non-compliance of any designs, specification, building materials, workmanship or any other reason whatsoever.

**ALLOTTEE(S) RIGHTS AFTER EXECUTION OF SALE DEED :**

12) That the Allottee(s) after making payment of total sale price and other dues and charges shall be entitled to obtain the Sale Deed in his / her/ their favour in respect of the allotted flat/Plot/unit. The Allottee(s) only after execution and registration of Sale Deed shall become owner of the Flat / Unit and thereafter shall be entitled to sell/mortgaged/gift etc. Car parking has to be done only in designated parking space allotted to the Allottee(s). The Allottee(s) shall be entitled to use common area and facilities and shall also be liable for common expenses & charges etc.

13) That the Allottee(s) shall have the right to use, as permitted by the "LLP" /Society/ Association, including right of ingress and egress in the



construction or for their costs etc.

41) That the roof tops of the said Complex shall continue to be held and owned by the "LLP" and no part of the roof tops is being agreed to be sold / transferred to the Allottee(s) nor they shall have any right, title or interest of any nature in the roof tops or any part thereof. The "LLP" shall have right to make further constructions on the roof top as per the sanctioned plans.

42) That it is made clear that the residential Unit is only, and shall always be used, for residential purposes. The Allottee(s) shall not carry out any commercial / professional activities nor will use the same for any other purposes which may likely to cause nuisance or annoyance to other occupiers or for any illegal or immoral purposes or to do or to suffer anything to be done in or about the said property or in any manner interfere with the use of space, passage or amenities available for common use.

44) That it shall be the obligation of the Allottee(s) to get the said flat / unit / apartment comprehensively insured at his own cost and expenses after taking over the physical possession and execution of Sale Deed of the said unit / flat / apartment. It is also agreed that resale of plot may only be executed after obtaining NOC from the Promoter / Developer firm.

45) That Allottee(s) shall not put up, except his name-plate at the door of his unit/flat/apartment, any name or sign board, neon sign, publicity or advertisement material anywhere in the complex (except commercial Plot owners) in exterior of the building and common areas. The allottee(s) shall also not change the colour scheme of the outer wall or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation / the facade of the unit / building / tower/complex or the elevation. For plot owners it is mandatory to obtain clearance certificate from builder/promoter, before submission of map/layout to Kanpur Development Authority for sanction.

46) That the Allottee(s) shall not make any noise pollution and / or throw or accumulate rubbish, dust, rages, garbage or refuse etc. anywhere in the said complex, save and except at areas / places specifically earmarked for these purposes in the said Project.

47) That in case of any litigation regarding ownership/title of land, Allottee will be entitled to recover their deposited amount along-with interest @12% p.a. That in case of any false proceedings initiated by Allottee or his /her/their legal heir/heirs against the promoter, in that circumstances Allottee or his /her/their legal heir/heirs shall compensate the promoter.

48) That in case of Non Resident Indian buyers, compliance of relevant applicable laws including Foreign Exchange Management Act, 1999 and any Rules, Regulations, Guidelines etc. made there under shall be made by such Non Resident Indian Buyers.

49) That all disputes between the parties hereto shall be settled amicably by mutual discussion, failing which the same shall be referred to the Sole Arbitrator who shall be the designated partner of the firm or his nominee and his decision / award shall be final and binding on the Parties. The Allottee(s) hereby confirms that he / she shall have no objection to this appointment. The Arbitrator shall hold the arbitration proceedings according to the Arbitration and Conciliation Act, 1996, as amended from time to time. All disputes or legal proceedings, if any arising out of this Allotment Letter shall be subject to jurisdiction of the Courts at Kanpur only.



**COMPANY / FIRM**

For **ACP DEVELOPERS LLP**

(Authorised Signatory)

Name :

Designation :

**ALLOTTEE (S)**

1. Name :

Address :

2. Name :

Address :