

SANGWAN CITY
ALIGARH

**ALLOTMENT
LETTER**

'SANGWAN GREENS'

Unit No.

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SANGWAN LANDCO PVT. LTD.

AN ISO 9001-2000 COMPANY

SANGWAN LANDCO PVT. LTD

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To

Mr./Ms.

SUB: LETTER FOR ALLOTMENT OF RESIDENTIAL HOUSE IN "SANGWAN CITY",
ALIGARH, U.P., INDIA.

This has reference to your (hereinafter referred to as Allottee) application dated submitted to Sangwan Landco Pvt. Ltd. (hereinafter referred to as Developer) for the allotment of a residential house (hereinafter referred to as Unit) in the above said project.

In response to your application, and on the terms and conditions of booking and on the terms and conditions of allotment, mentioned hereinafter we have agreed to provisionally allot a unit as under:

Unit No.	Plot area in sq. mtrs.	Plot area in sq. yds.	Super built-up area in sq. mtrs.	Super built-up area in sq. fts.	Basic Sale Price (INR)
Less: Discount					
Total Discount					
Add: Preference Location Charges					
Total PLC					
Total Unit Price Net of Discount and Including PLC, if any					
(Rs.)					

Payment shall be due as per the payment plan opted by you.

DEVELOPER

ALLOTTEE(S)

Dated.....

TERMS AND CONDITIONS OF ALLOTMENT OF RESIDENTIAL HOUSE IN SANGWAN CITY,
ALIGARH, U.P., INDIA, FORMING PART OF ALLOTMENT LETTER.

DEVELOPER'S REPRESENTATIONS

- A. The Developer alongwith its associate companies has obtained sanction from Aligarh Development Authority (hereinafter called A.D.A.) for development of a residential colony known as "Sangwan City" on freehold land situated in village Asadpur Quyam, Aligarh (U.P.).

- B. The Developer may be acquiring some more lands in the neighbourhood of the land already acquired and such lands as and when licensed and approved by the competent authority(ies), shall be deemed to be part of the proposed residential township called " SANGWAN CITY".

- C. The Developer has specifically made it clear that the layout plan of the township is duly approved. However at any stage while implementing the same the Developer and the Allottee(s) hereby agree that it shall not be necessary on the part of the Developer to seek consent of the Allottee(s) , if for any reason, the layout plans are sought to be modified / amended / changed by the Developer or by the Sanctioning Authorities or Structural Engineers / Architect, and that the layout plan as may be amended and approved from time to time shall supersede the present layout plan and the same shall be acceptable by the Allottee(s).

ALLOTTEE'S REPRESENTATIONS

- A. The Allottee(s) has applied to the Developer by signing the application form agreeing to the terms and conditions as set put in the application for allotment of the residential unit.

- B. The Allottee(s) has demanded from the Developer and the Developer has allowed the Allottee(s) an inspection of site including the plans, location plan, ownership record of the Project and all other documents relating to the title, competency and all other relevant details and the Allottee(s) hereby confirms that he / she is fully satisfied in all respects with regards to the right, title and interest of the Developer, its Associate Companies and its Subsidiary Companies in the Land on which the said Project is being developed and has understood all the limitations and obligations of the Developer in respect thereof. The Allottee(s) hereby agrees that there shall be no further investigations or objections by him / her in this regard and further that he / she is fully satisfied of the competency of the Developer to Develop the Project and allot the Residential Unit to the Allottee(s).

- C. The Allottee(s) acknowledges that the Developer has readily provided all the informations and clarifications as required by him / her but that he / she has not relied upon and is not influenced by any architects plans, sale plan, 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 the description or physical condition of the property, or the size or dimensions of the Unit or any other physical characteristics thereof, the services to be provided to the Allottee(s), the estimated facilities / amenities to be made available to the Allottee(s) or any other data except as specifically represented herein and application and that the Allottee(s) has relied solely on his / her own judgment and investigation in deciding to apply for allotment and to purchase the Unit allotted.

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- D. The Allottee(s) hereby confirms to the Developer that he / she has understood all the laws, rules, regulations, notifications, etc. applicable to the said Township and the terms and conditions contained in the application for allotment and those contained herein. The Allottee(s) has clearly understood his / her rights, duties, responsibilities, obligations under each and all the clauses of Application for Allotment and Allotment Letter.
- E. The Developer, relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations has accepted in good faith his / her application to provisionally allot the Unit on the terms and conditions detailed herein below.

NOW, THEREFORE, THE TERMS AND CONDITIONS OF THIS ALLOTMENT LETTER WITHNESSETH AS UNDER:

1. The Developer, in response to your application, and on the terms and conditions of bookings and the terms of allotment contained here – in - below, has agreed to provisionally allot a Residential Unit as detailed and priced above. The price above does not include other allied charges as contained in this Allotment Letter.

2. This Allotment is subject to the condition that Minimum of Booking Amount is paid as per the terms of Application Form. In case Booking amount is not paid fully, the allotment can be cancelled at any time on the sole discretion of the Developer.

3. The basic sale price of unit mentioned in Allotment Letter does not include any tax paid or payable by the Developer and / or its Contractors by way of Value Added Tax, State Sale Tax, Central Sales Tax, Works Contract Tax, and Service Tax or any other taxes by whatever name called, in connection with the execution and sale of project (hereinafter collectively referred to as "Taxes"). Such taxes shall be reimbursed / payable by the Allottee(s), from the date of booking even if applied with retrospective effect, as and when demanded by the Company.

4. The Allottee(s) shall in addition to the basic price, pay preferential location charges, if any. However, the Allottee (s) hereby specifically agrees that if due to any change in the layout plans, the said Unit ceases to be in a preferential location, the Developer shall be liable to refund only the amount of preferential location charges charged to Allottee(s) and such refund shall be adjusted in the last installment of the payment plan. If due to any change in the layout plan, the Unit becomes preferentially located, then the Allottee(s) shall be liable and agrees to pay as demanded by the Developer the additional preferential location charges.

5. The Allottee(s) shall pay the basic sale price along with the preferential location charges as per agreed payment plan detailed in Annexure-A. He / She also agrees to make all payments through demand drafts / cheques payable at New Delhi / Delhi / Noida or locally at project location city only.

6. Construction cost may show escalation. The rate per sq. ft. of the saleable space fixed above has been based on cost as on _____. This, however shall stand enhanced if the cost of construction increases. The increase in the cost of construction shall be calculated on the basis of the proportionate increase in the building clause indices as followed by the CPWD from time to time. The cost of construction being a part of the sale price, will be calculated in accordance with

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The equation below:

Final Sale Price : Sale Price per sq. ft. as recorded above PLUS the following per sq. ft.

$$\text{Rs. } X \left(\frac{\text{Cost Index on the date of completion} - 1}{\text{Cost index on}} \right)$$

* NOTE: Escalation up to Rs. 75 per sq. ft. will be borne by the Developer. However, if due to unforeseen reasons the escalation is greater than Rs. 75 per sq. ft. then the additional amount would have to be paid by the Allottee(s) as and when demanded.

7. The cost index will be applicable to the plinth area and as followed / laid down by CPWD from time to time. The decision of the Developer on the increased cost of construction shall be final and binding. The increased incidence may be charged and recovered by the Developer from the Allottee(s) with any one or more of the installments or separately. There will be no liability to render accounts. The applicable cost index on any particular date shall be arrived at by averaging / interpolating the cost indices available.

8. The above price is inclusive of External Development Charges (E.D.C.), presently charged by the Government of Uttar Pradesh. In case of any upward revision thereof by the government agencies in future, the same would be recovered on pro-rata basis from the buyer.

9. The cost of External Electrification, Electric connection, Water Service Connection, Sewer Connection as applicable in the Project are not included in the basic sale price of the said Unit and shall be payable by the Allottee(s) in addition to the price of the Unit. Further the Allottee(s) shall pay on demand to the Developer all amounts to be determined at the time of providing necessary connections to make arrangements for providing sewer and water connections from the mains laid along the road serving the Project.

10. The Electricity supply shall be obtained from appropriate authority / body by Allottee(s) for his / her own consumption at his / her own cost. The cost of sub-station / powerhouse / transformers and its installation shall be paid extra by the Allottee(s) on proportionate basis, the quantum of which shall be decided by the Developer at its sole discretion and the same shall be conclusive and binding on the Allottee(s).

11. The Cost of installing, running and maintenance of any water / sewerage / effluent treatment plant / pollution control devices, if any, shall be paid in addition to Basic Sale Price by the Allottee(s) on proportionate basis, as and when demanded, the quantum of which shall be decided by the Developer at its sole discretion and the same shall be conclusive and binding on the Allottee(s). Similarly if, either by statutory requirement or otherwise, it becomes necessary to provide for any further equipment / facilities, etc. then the cost of installing running and maintenance shall be additionally and proportionately paid by the Allottee(s).

12. Apart from the internal services, if any outside (external and / or peripheral) services are provided by any Government or Local Authority and any charge is levied thereupon and / or any other charges are levied under any other head, the same shall also be payable in addition to the aforesaid price of the Residential Unit on Proportionate basis by the Allottee(s).

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13. The Allottee(s) also agrees to pay Govt. Local Body rates, cesses, charges, ground rent, taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be for the execution of the sale deed / lease. If such charges are increased (including with retrospective effect) after the sale deed / lease has been executed then these charges shall be treated as unpaid sale price of the Unit and the Developer shall have lien on the Unit for the recovery of such charges.

14. The Developer and Allottee(s) hereby agree that the payment made to the Developer by the Allottee(s), either with the application for provisional allotment or thereafter to the extent of 10% of the basic sale price of the said Residential Unit shall constitute earnest money. This Earnest Money shall stand forfeited at the sole discretion of the Developer, in case of the non-fulfilment / breach of the terms and conditions contained in application and those of the Allotment Letter.

15. Payment of installments due towards the basic sale price of the Residential Unit will be made by the Allottee(s) at the intervals as per the payment plan opted by him / her. Timely payment of installments is the essence of the terms of Application and Allotment letter. If payment of the event of breach of any of the terms and conditions of Application and Allotment Letter by the Allottee(s), the Allotment can be cancelled at the sole discretion of the Developer and 10% of the Basic Sale Price of Residential Unit, which constitutes the earnest money, shall stand forfeited and the balance amount, if any, will be refunded without any interest on receiving the original documents from the Allottee(s) and after compliance of necessary formalities by the Allottee(s). However, in exceptional circumstances, the Developer may in its absolute discretion condone the breaches including delay in making payment by charging an interest @ 18% compounded quarterly on the delayed payments / outstanding and restoration charges at such rates as may be decided by the Developer in its sole discretion provided that the said Unit has not been allotted to any third party and / or disposed off in any manner whatsoever at the absolute discretion of the Developer pursuant to such cancellation. In such a situation, an alternate unit, if available, may be offered by the Developer in lieu of the same.

16. If the cheque submitted by the Allottee(s) is dishonoured, then the Application / Allotment would be deemed cancelled / terminated by the Developer on its own discretion and the Developer will not be under any obligation to inform the Allottee(s) about the dishonour of the cheque or cancellation of the Booking / Allotment. In such case, if the Allottee(s) wants and insists to restore his booking, a new booking may be made with same Unit Number and, for such booking, prices applicable at the time of restoration shall be applicable. If however, same Unit is not available (after cancellation due to dishonour, it may have been sold / sub leased to other customer) then a different Unit shall be booked as per availability at that time.

17. Call Notice by the Developer to the effect that installments / payments have become due shall be final and binding on the Allottee(s). It shall be the duty of the Allottee(s) to make regular installment payments in accordance with the Payment Plan opted, on his / her own, without any dependence / reference to any demand notices being issued by the Developer, except in case of construction / development linked Payment Plan. In case of time bound installments / payments, no Call Notice shall be necessary. The Developer may in its discretion send call notices but non - receipt of the same shall not be a valid reason for non - payment of the installments / payments. No interest is payable by the Developer on any installment paid early / before its due date by the Allottee(s) unless otherwise offered as a scheme by the Developer.

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18. The allotment of the Residential Unit is provisional. The layout plans in respect of the said Project/ Residential Unit are duly approved. However, if for any reason, layout plans are sought to be modified / amended either by the Developer or by the Sanctioning Authority or Structural Engineers resulting in the change (including decrease / increase) in the area of the Residential Unit, change in the location of the Residential Unit, change in the number of the Residential Unit, change in the boundaries, no claim monetary or otherwise will be raised by the Allottee(s) or accepted by the Developer except that the aforementioned rate will be applicable on the changed area of the Residential Unit for the purpose of determination of the amount to be realized or refunded as the case may be. However, in case of any major alteration / modification resulting in more than 10% change in the area of unit any time prior to or upon the grant of completion / occupation certificate, the developer shall intimate to the Allottee(s) in writing the changes thereof and the resultant change, if any, in the price of the Unit to be paid by him / her and the Allottee(s) agrees to inform the Developer in writing his / her consent or objections to the changes within thirty (30) days from the date of such notice falling which the Allottee(s) shall be deemed to have accepted the changes. The Allottee(s) agrees to pay the above mentioned price for any increase in area up to 10% and prevailing market rate for any increase more than 10% in the area of the Unit within 30 days of the receipt of information and demand by the Developer. If the Allottee(s) writes to the Developer within thirty (30) days of intimation by the Developer indicating his non-consent / objections to such alterations / modifications then the Developer shall try and accommodate the Allottee(s) at an alternate location.
19. The Allottee(s) shall not be entitled to seek refund of amount deposited against the Unit once demand of installments against the unit has gone beyond 70% or more. At this stage, the request for refund or cancellation of Unit from the Allottee(s) shall be considered by the Developer at its sole discretion.
20. In the event of any request for surrendering of booking / cancellation of allotment and refund of money deposited, prior to installments against the Unit(s) having gone beyond 70%, is made by the Allottee(s), the acceptance of such a request shall be at the sole discretion of the Developer and subject to forfeiture of the earnest money as defined in clause 14 above and of compliance of the necessary formalities by the Allottee(s).
21. The Allottee(s) agrees that, if as a result of any legislation, order or rule of regulation made or issued by the Govt. or any other Authority, approvals for the said Project or any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(s) become subject matter of any suit / writ / legal proceedings before a competent court or due to force majeure conditions, the Developer, after provisional and / or final allotment, is unable to deliver the Unit to the Allottee(s) for his / her possession and use, the Allottee(s) agrees that the Developer if it decides in its sole discretion to refund, then it shall be liable only to refund the amounts received from him / her without any interest or compensation whatsoever.
22. The present booking is subject to the condition that there is no price control / restriction from any authority. In case of any control or restriction on the price of the Unit being imposed by any authority, this booking will be liable to be cancelled by the Developer at its sole discretion and the money deposited by the Allottee(s) will be refundable without any interest on completion of formalities by the Allottee(s).

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23. The Developer shall endeavor to give Possession of the Unit within reasonable period of time from the date of execution of allotment letter, subject to force-major circumstances such as act of God, fire, earthquake, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy, labour, equipment, facilities, material or supplies, failure of transportation, strike, lock outs, action of labour union, any dispute with any contractor / construction agency appointed by the Developer, change of law, or any notice, order, rule or notification issued by any Courts / Tribunals and / or Authorities, delay in the grant of part / full completion (occupancy) certificate by the Government and / or by any other public or competent authority or intervention by Statutory Authorities, or any other reasons(s) beyond the control of the Developer and subject to receipt of complete dues and other charges as per payment plan opted by the Allottee(s). The Allottee(s) shall not be entitled to any compensation on the ground of delay in possession due to reasons beyond the control of the Developer. The Developer on completion of the development / construction shall issue final call notice (offer of possession) to the Allottee(s), who shall within time period mentioned in such offer of possession, remit all dues and take possession of the Unit after registration of sale deed. The date mentioned on the final call notice shall be deemed to be the date of offer of possession.

In the event of this her failure to take possession for any reason whatsoever, Allottee(s) shall be liable to pay all maintenance charges to the Developer or the nominated agency and / or any other levies on account of failure to take possession of the Unit. The maintenance charges shall be reckoned from 30 days after the date of offer of possession. The Developer or its nominated agency shall charge, in addition to charges mentioned above holding / watch and ward charges, as may be applicable at the Developer's / agency's discretion, if the Allottee(s) fails to take possession within the period mentioned in the offer of possession. The Allottee(s) shall also be liable to pay interest at such rates as may be applied by the Developer or its nominated agency, in the event of any delay in payments of charges mentioned above. Further, if the Allottee(s) fails to take possession or the Unit within a period of one year from the date of offer of possession or any date if extended by the Developer in its sole discretion, the Allotment can be cancelled by the Developer and 10% of the basic sale price of Residential Unit which constitutes the earnest money, interest on delayed payments and all such dues payable by the Allottee(s) towards Maintenance Charges on the date of cancellation shall forfeited and the balance amount, if any, will be refunded without any interest on receiving the original documents from the Allottee(s) and after compliance of necessary formalities by the Allottee(s).

24. That the physical possession of the said Residential Unit shall be delivered to the Allottee(s) after the same is ready for possession and the sale deed has been registered, provided all the amounts due from the Allottee(s) are paid to the Developer. The Allottee(s) shall take possession of the said Residential Unit within 30 (thirty) days of the Developer giving written notice to the Allottee(s) intimating that the residential Unit is Ready for physical possession.

25. The Allottee(s) has agreed that at the time of execution of this allotment letter or latest upon the development of the said Project and on offer of possession of the Unit he / she will enter into a maintenance agreement with any Association / Body of unit owners or any other nominee / agency / association(s) or other body(ies) (hereinafter referred to as "the Maintenance Agency") as may be appointed / nominated by the Developer from time to time for the various common services or

facilities including the upkeep, repairs, security and maintenance etc. of the said project and its common areas and the Allottee(s) shall pay the maintenance charges as per bills raised by the Maintenance Agency, as & when and in the manner demanded by the said Maintenance Agency. from 30 days after the date of offer of possession, irrespective of whether the Allottee(s) is in occupation / possession of the Unit or not. In order to secure due performance of the Allottee(s) in prompt payment of the maintenance bills and other charges raised by the maintenance agency, the Allottee(s) shall deposit, as per the schedule of payment and to always keep deposited with the Developer or the Maintenance Agency, nominated by the Developer, an interest free Maintenance Security (FFMS) on such rates as may be decided by the Developer or its nominated agency in its sole discretion. In case of failure of the Allottee(s) to pay the maintenance bill, other charges on or before the due date, the Allottee(s) in addition to permitting the Developer / maintenance agency to deny him / her the maintenance services, also authorizes the Developer to adjust the amount of the security deposited against such defaults. This arrangement shall continue till the Township is handed over to the Municipal Authorities or the association of the Allottees / occupants. However, once the project is handed over to Municipal authority, maintenance of the project will no longer be the responsibility of the Developer or its nominated agency.

26. Further, the Developer / its nominated agency reserves the right to increase maintenance charge / security deposit from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increase on demand by the Developer / its nominated agency for the maintenance. If the Allottee(s) fails to pay such increase in the Maintenance charges / Security deposit or to make good the shortfall as aforesaid on or before its due date, then the Allottee(s) authorizes the Developer to treat the allotment as cancelled without any notice to the Allottee(s) and to recover the shortfall from the sale proceeds of the said Unit and to refund to the Allottee(s) only the balance of the money realized from such sale after deducting there from the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the price list and / or payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to the maintenance charges / security deposit as stipulated in this clause shall survive the conveyance of title in favour of the Allottee(s) and the Developer shall have first charge / lien on the said Unit in respect of any such non payment of shortfall increases as the case may be.

27. A sale deed shall be executed and registered in favour of Allottee(s) within a reasonable time after the developer has received from the Allottee(s) the total sale consideration, other dues / charges, stamp duty, registration fee, documentation charges and other incidental expenses along with No Objection Certificate from concerned maintenance agency. The title or ownership shall pass on to the Allottee(s) only after execution of Sale Deed and till then the Unit shall remain property of the Developer.

28. In case the sale deed cannot be executed because of any force-majeure circumstances as listed above and the Allottee(s) has paid stamp duty, documentation charges and other incidental charges on demand from the Developer or otherwise the same shall be executed at the next earliest possible time allowed by the authorities and if, during such delayed period, stamp charges are increased by the authorities, the Allottee(s) will have to pay for the shortcoming in this respect and the Developer will not be responsible for the increased cost in any manner whatsoever. Further, no interest will be paid for such delayed period by Developer on amounts such paid.

29. The Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement / deed / document executed between the Developer and the Allottee(s) shall be borne by the Allottee(s).

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30. The Allottee(s) or anybody claiming through him shall use the Residential Unit for general Residential Purpose only and shall adhere to the building regulations and directions of the competent authority and shall not use the Residential Unit or Building for any other purpose(s). All persons claiming through the Allottee(s) shall be bound by the terms of this Allotment Letter / Application Form and the terms and conditions, rules and regulations of concerned development Authority or any other Authority for all purposes.

31. The Allottee(s) hereby agrees to abide by and adhere to the conditions imposed under the building laws, the layout plans, building plans and other state, municipal and local laws as are applicable or made applicable in future by Govt. bodies / authorities to the said Unit / Project and shall be responsible for all defaults, violations or breaches of any of the conditions or rules and regulations.

32. The Allottee(s) undertakes, to abide by all the laws, rules and regulations as are applicable or may be made applicable by the Govt. / any Authority. The Authority reserves the right to impose taxes / levies / service charges on the residential unit / residential building or spaces and the Allottee(s) shall be liable for the same from the date of application.

33. The Allottee(s) agrees to abide by and adhere to all applicable Laws, Bye laws, Rules and regulations of the LP State Government, the Allgarh Development Authority, the Local Bodies and the condition of the Allotment of the Project Land governing or relating to the Unit / Project. and shall be responsible for all defaults, violations or breaches of any of the conditions or rules and regulations.

34. The Developer may, at its sole discretion and subject to applicable laws and notifications or any government direction as may be in force, permit the Allottee(s) to get the name of his / her nominee substituted in this, her place or to pass on / transfer the Allotment in some other name on payment of administrative charges as prescribed by the Developer. Any change in the name of the Allottee(s) (including addition / deletion) as registered with the Developer will be deemed as transfer / nomination for this purpose. The administrative charges for transfer of right herein amongst family members (husband, wife, own children, real brother / sister and parents) will be 25% of the normal administrative charges for every transfer / nomination. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations / transfers. Disputes, if any, between Allottee(s) and Nominee(s) as a result of subsequent reduction / increase in the area of the Unit or change in the location of the Unit will be settled between themselves and the Developer will not be a party to such disputes.

35. The Allottee(s) shall get his complete address recorded with the Developer at the time of booking and it shall be the responsibility of the Allottee(s) to inform the Developer in writing either in person or through registered post, A/D letter about all subsequent changes in his / her address, failing 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 occur therefrom.

36. In case there are joint Allottee(s), all communications (including refund cheque, if any) shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by him / her and this shall for all purposes be considered as served on all the Allottee(s).

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ALLOTTEE(S)

ALLOTTEE(S)	DEVELOPER
44. In case of the Allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions / Bank, the sale deed of the unit in favour of the Allottee(s) shall be executed only upon the Developer receiving No Objection Certificate from such Financial Institutions / Banks.	43. That the Allottee(s) confirms and agrees not to hold the Developer liable under any circumstance whatsoever for any consequence(s), in the event of any Bank / Financial Institution refusing to grant the Allottee(s) a loan / financial assistance w.r.t. the Unit to be allotted to him. 42. The Allottee(s) can avail loans from the Financial Institutions / Banks to finance the unit and the Developer shall extend all help for the same. However the Developer shall not be responsible in any manner if a particular financial institution / Bank refuses to finance the unit on any ground. The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment schedule and its repayment with interest accrued thereon to the bank / financing agency will rest exclusively on the Allottee(s) and in no event the Developer shall be assumed for any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Developer, as per schedule, shall be ensured by the Allottee(s) along with interest on delayed payments, if any.
41. The Allottee(s) hereby authorizes and permits the Developer to raise finance / loan from any Financial Institution / Bank by way of mortgage / charge / securitization of receivables of Unit to be allotted to him subject to the Unit being free of encumbrances at the time of execution of sale deed. 40. It is made clear by the Developer and fully understood by the Allottee(s) the allotment whether provisional and / or final, in no manner shall confer any right, title or interest in any lands, facilities, amenities and building outside the area (land) if the Unit allotted. In order to use the facilities provided at the club or any other facilities / amenities not specifically mentioned herein, the Allottee(s) undertakes to join such club / society / association of the Unit owners and to pay such fees, charges therefore and complete such documentation and formalities as may be deemed necessary by the Developer in its sole discretion for this purpose.	39. The Allottee(s) confirms and represents that he / she has not made any payment to the Developer in any manner whatsoever and that the Developer has not indicated / promised / represented / given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities including club, recreation facilities, if any, falling outside the area of the Unit save and except the use of common areas and such common areas will be identified by the Developer in its sole discretion and such identification by the Developer in its plans now or in future shall be final, conclusive and binding on the Allottee(s). The Developer relying on this specific undertaking of the Allottee(s) has agreed to allot the aforementioned Unit and this undertaking shall survive throughout the possession and occupancy of the Unit by the Allottee(s), his / her legal representatives, successors, administrators, executors, assigns, etc. 38. The Allottee(s) agrees that any dispute arising or touching the Booking / Allotment shall be between the Developer and the Allottee(s) and the Authority will not be a party to such dispute except for the functions which are to be performed by the Authority.
37. The developer shall have the first lien and charge on the said Unit for all its due and / or that may hereafter become due and payable by the Allottee(s) to the Developer, in the event of the Allottee(s) parting with their interest.	

45. The Allottee(s) hereby agrees and undertakes that he / she shall not at any time before or after taking possession of said Unit have any right to object to the Developer constructing or continuing the development of the said Project in the said land and / or carrying out the construction of other building(s) / structures in the said Land. Further, the Allottee(s) shall not claim any relief or stay, injunction etc. from any Court / Authority that may impede / cause hindrance to the Developer in completing the said Project or handing over possession therein to the other Allottee(s) in the larger public interest. The Allottee(s) has fully understood and agrees that he / she either individually or jointly or through anybody, will not institute and pursue any litigation or suit to seek injunction in any manner whatsoever against the Developer or his agents(s) from developing and constructing the said Project in any manner whatsoever.

46. The Allottee(s) hereby covenants with the Developer to pay from to time and at all times, the amount which the Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of application and allotment and to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee(s).

47. In case the Allottee(s), is a non-resident, foreign national of India Origin or makes payment in any foreign currency, it is abundantly made clear that in respect of all remittances, acquisition / transfer of the said Unit it shall be the sole responsibility of such Allottee(s) to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank Of India or any other applicable law and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under the Application or Allotment Letter. Any refund, transfer of security if provided in terms of the provisional allotment / allotment letter shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank Of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his / her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. The Developer accepts no responsibility in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Allotment letter it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the applicable laws.

48. The Developer shall not be responsible towards any third party making payment / remittances on behalf of any Allottee(s) without completing proper formalities for nomination / transfers and such third party shall not have any right in the application / allotment of the said Unit Allotted herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

49. The Developer reserves the right to transfer ownership of the said Project in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s) whether incorporated or not, Associations or Agency by way of sale / disposal / or any other arrangement as may be decided by the Developer in its sole discretion and the Allottee(s) agrees that that he / she shall not raise any objection in this regard.

DEVELOPER

ALLOTTEE(S)

50. All or any disputes arising out of or touching upon or in relation to the terms of the application and / or Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Noida by a sole arbitrator who shall be appointed by the Developer and whose decision shall be binding upon the parties and the cost of the Arbitration proceedings shall be borne by the Allottee(s). The Allottee(s) hereby confirms that he / she shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Developer or is otherwise connected to the Developer and the Allottee(s) confirm that notwithstanding such relationship / connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator.
51. The Allottee(s) authorizes the Developer to adjust / appropriate all payments made by him / her under any head(s) or dues against outstanding, if any, in his / her name as the Developer may in its sole discretion deem fit and the Allottee(s) undertakes not to object / demand / direct the Developer to adjust his payment in any manner otherwise than as decide by the Developer in its sole discretion.
52. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any and all occupants, tenants, licensees and / or subsequent purchasers / assignees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.
53. The Allottee(s) hereby agrees that the Developer shall have right to join as an affected party in any suit / complaint filed before any appropriate court by the Allottee(s) if the Developer's rights are likely to be affected / prejudiced in any manner by the decision of the court on such suit / complaint. The Allottee(s) hereby agrees to keep the Developer fully informed at all times in this regard.
54. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained herein are declared invalid by a final and unappealable order, decree or judgment of a Court, then this shall be construed as if such phrases, sentences, clauses or paragraphs, had not been inserted and the construction and interpretation of the rest of the terms and conditions shall remain valid and be binding upon the parties hereto.
55. Any delay or indulgence by the Developer in enforcing the terms mentioned herein or any forbearance or giving of time to the Allottee(s) shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions by the Allottee(s) nor shall the same in any manner prejudice to the right, title and interest of the Developer.
56. The execution of the Allotment Letter and Terms and Conditions will be complete and binding only upon its signing by the Developer through its Authorised Signatory at the Developer's head office in Noida after the copies duly signed by the Allottee(s) are received by the Developer. Hence this Allotment Letter shall be deemed to have been issued / executed at Noida even if the Allottee(s) has prior thereto signed this Allotment Letter at any place(s) other than Noida.

DEVELOPER

ALLOTTEE(S)

57. The Application and the Allotment Letter shall be construed, interpreted, governed and applied in accordance with the laws, regulations, ordinances of the laws applicable in India and shall be subject to the exclusive jurisdiction of the Courts at Noida.
58. For all intents and purposes singular shall include plural.
59. The terms and conditions mentioned in the application shall be read and taken to be a part of this Allotment Letter as well.
60. The Terms and conditions contained herein above shall be interpreted in a manner so as to cover the laws and rules prevalent in India.

Yours Faithfully,
For SANGWAN LANDCO PVT. LTD.

(AUTHORISED SIGNATORY)

I/We hereby accept the allotment on the terms and conditions mentioned herein above

Signature of the Allottee(s)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THOSE PRESENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES

WITNESSES NAME AND ADDRESS

WITNESSES SIGNATURE

DEVELOPER

ALLOTTEE(S)

PAYMENT PLAN FOR BUILT - UP HOUSES

A) DOWN PAYMENT PLAN (WITH 4 % REBATE)

S. No.	Schedule of Payment	Amount Payable
1	At the time of booking	As per price list
2	Within 30 days from the date of booking	95% (Less Down Payment Discount of 4 % and booking amount)
3	At the time of possession	5%

B) INTEREST FREE INSTALLMENT PLAN

For Duplex Houses

S. No.	Schedule of Payment	Amount Payable
1	At the time of booking	As per price list
2	On commencement of construction	22% Less Booking Amount
3	On construction reaching plinth level	12%
4	On commencement of ground floor roof slab	12%
5	On commencement of first floor roof slab	12%
6	On start of internal plumbing & electrical work	12%
7	On start of internal plaster	12%
8	On start of flooring of rooms	12%
9	At the time of offer of possession	6%

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For Independent Houses (Simplex)

S. No.	Schedule of Payment	Amount Payable
1	At the time of booking	As per price list
2	On commencement of construction	30% Less Booking Amount
3	On construction reaching plinth level	13 %
4	On commencement of GF roof slab	13%
5	On start of internal plumbing & electrical work	13%
6	On start of internal plaster	13%
7	On start of flooring of rooms	13%
8	At the time of offer of possession	5%

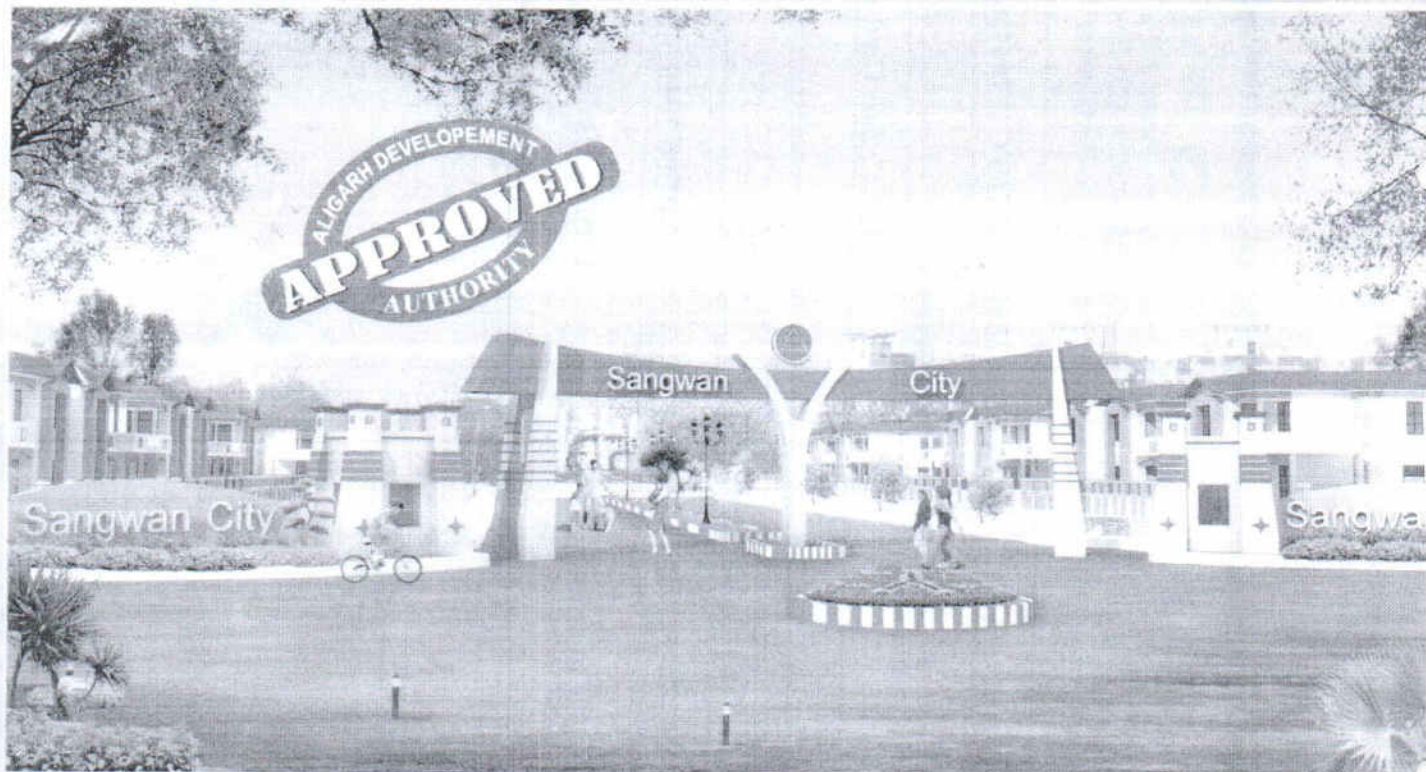
For Independent Floors (G + 2)

S. No.	Schedule of Payment	Amount Payable
1	At the time of booking	As per price list
2	On commencement of construction	25% Less Booking Amount
3	On construction reaching plinth level	10 %
4	On commencement of ground floor roof slab	10%
5	On commencement of first floor roof slab	10%
6	On commencement of second floor roof slab	10%
7	On start of internal plumbing & electrical work	10%
8	On start of internal plaster	10%
9	On start of flooring of rooms	10%
10	At the time of offer of possession	5%

NOTE: Under the Construction Linked Payment Plan "B", installments will become due as per construction status achieved at the site irrespective of the serial order mentioned above.

DEVELOPER

ALLOTTEE(S)



• PROMOTERS • BUILDERS • DEVELOPERS

SANGWAN LANDCO PVT. LTD.

AN ISO 9001-2000 COMPANY

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