

Offer of Allotment

This Allotment made on this ____ day of _____ 2018

SkyNet InfraVentures Pvt. Ltd. having its head office at 180, Pritam Nagar, Allahabad, through its Managing Director Ritesh Paul

(Here-in-after called "The 1st Party"), VENDOR which term shall mean and include its successors, legal representatives and assignees unless expressly excluded.

1. Mr. _____

Here-in-after called 2nd Party, VENDEE, which term shall mean and include his successor in office etc.

That the property is flats to be constructed at 40/3, Civil station Allahabad.

Shri Suhard Chandra Mukherji the absolute owner of Nazul Plot No. 40/3 Civil Station, Allahabad, Area 2942.37 Sq Meters as per U.P. Govt. Free Hold Policy sold the aforesaid property and nominated Shri Gaurav Mohan, Smt. Neelima Gupta, & Shri Ashok Kumar Deora for free hold.

The aforesaid First Party thereafter applied for Free Hold and thereafter 2879.67 Sq Meters land was converted to free hold by the virtue of Sale Deed dated 09.01.2004.

That out of total area of 2879.67 sq meters, the First Party have gifted 377.23 square meters of land to various persons, as marked in the map, hence the net total area in consideration shall be 2502.44 sq meter

And whereas the First Party Shri Gaurav Mohan, s/o Late Shri Manmohan, Smt. Neelima Gupta, w/o Shri Vidup Agrahari & Shri Ashok Kumar Deora, s/o Late Shri Puroshottam Lal Deora decided to develop the Property as a group Housing Project,

WHEREAS the 2nd Party, vendee approached the 1st party, vendor and offered to purchase _____ Galaxy Hanumant, Nazul Free hold plot No. 40/3, Civil Station, Allahabad for a sale consideration of _____ (Rupees _____ only).

The First Party/Vendor agreed to sell the _____ Galaxy Hanumant Nazul Free hold plot No. 40/3, Civil Station, Allahabad to the Second Party/Vendee.

That the second party has paid Rs- _____ (Rupees _____ only)

1. Rs _____/- - (Rupees _____ only) Ch. _____, _____ Branch _____

Dated _____

Sale Consideration = _____/-

Less paid = _____/-

Balance = _____

Rs. _____ (Rupees _____ Only)

Payment schedule as per construction linked plan as below.

Payment Detail

At the time of Booking	10% + GST
At the time of Provisional Allotment (Within 30 Days from booking)	10% of BSP + GST
On the Start of Excavation	10% of BSP + GST
On Casting of Ground Floor Roof Slab	10% of BSP + 50% of Additional Cost + 50% PLC (if any) + GST
On Casting of 4 th Floor Roof Slab	30% of BSP + GST
On Casting of 6 th Floor Roof Slab	20% of BSP + GST
On completion of flooring	5% of BSP + GST
At the time of Sale Deed / Possession	5% of BSP + other cost (if any) + Stamp Duty Registration & other charges (if any) + GST

That non compliance of the construction linked payment schedule, the company shall be free to cancel the agreement and sell the aforesaid unit to any prospective buyer, and the allottee shall have no objection to it.

That non compliance of Balance payment, this booking shall stand cancelled and to retain the booking, the allottee shall have to pay the revised rates as per given by the company.

GENERAL TERMS AND CONDITIONS

- 1.** That the expense of the sale deed be done by the allottee.
- 2.** That the Electric connection have to be taken from the Department of Electricity by the allottee at their own cost.
- 3.** The allottee shall pay other related expenditure eg. (Maintenance, Transformer, Society Charges etc. to the builders) separately at the time of execution of sale deed.
- 4.** Any central /state Government sponsored Act or Legislation affecting the tax & levy, shall have to be borne by the applicant over and above the cost of that flat and the existing burden thereon.
- 5.** No interest/penalty claimed by applicant at any stage will be entertained by the company.
- 6.** The allottees will have to bear the maintenance charges for the general services like water supply, sewerage, security such facilities will, however be ensured by the management committee constructed by the company or flats owner association.
- 7.** The choice of allotment shall be first-come-first serve basis, and no complaints/ claims what so ever shall ever be entertained by the company.
- 8.** All allotments made by the company, will be binding on the allottees and no grievance / claims/ complaints shall ever be entertained by the company.
- 9.** In case the project is abandoned due to any reason whatsoever the applicant shall be refunded the amount deposited with the company and shall not be entitled for any damage or compensation whatsoever.
- 10.** The registration charges shall have to be borne by the allottees themselves, any extra charge/ charges/GST not herein incorporated & coming into vogue at subsequent dates in the shape of charges/taxes for external and/ or peripherals services declared by the state or central government or by any authority shall become payable on pro-rata basis by the applicants as and when demanded.
- 11.** The company may entertain extra work desired by the allottees at its own discretion, subject to additional payment by the allottee in advance as fixed by company.

13. Govt. charges for electrical connection, water & sewer is to be borne by the allottees .
14. All the allottees will have to abide by the term and condition fixed from the time to time by the company or association of shop/flat owners.
15. The layout plan of the complex and size of the unit is tentative. The company shall have right to effect suitable and necessary alteration in the layout plan of the Building or block of building if and when found necessary. In case of any increase or decrease in the area of allotted unit the final price shall be adjusted and the allottee shall be informed accordingly.
16. That the Passage and the common spaces in the building shall be kept open and free from obstruction at all time.
17. The sale of the premises is subject to "force majeure" clause which includes delay in completion of the scheme for any reason beyond control like non-availability of any material, by mean of war or enemy action or natural calamities or any act of God or non delivery of possession as a result of any notice, order , rule, notification of the Government/ Public/ competent authority or for any other reason beyond the control of the company in any of the aforesaid events the company shall be entitled to a reasonable extension of time.
18. In case of NRI allottees, the provision of FERA, 1973 and any other law as may be prevailing shall be applicable including requisite permission for acquisition for the subject property.
19. The final allotment shall be entirely at the discretion of the company, and the company has the right to reject any application without assigning any reason therefore.
20. In case of any dispute arising out of this contract, shall be referred to an arbitrator appointed by the company whose award shall be final and binding to both parties. The jurisdiction of court shall be at Allahabad.
21. If the possession of the flat is delayed beyond 2.5 Years, and 6 months additional grace period from the date of booking then the company shall be liable to pay interest @10% p.a. on the deposits made towards the flat, provided the project is not delayed due to any natural calamities/Force Majeure.
22. In case the allottee want to avail loan facility from his employer or financial institution to facilitate the purchase of unit applied, the company shall extend all possible help without getting involved in any financial commitment and terms of financing agency which shall exclusively be binding and applicable upon the allottee only.
23. The drawing shown in the sale documents are subject to change by the

joinery, painting & polishing, internal electrification (excluding bulb, fans, geysers etc.) the building shall in particular comprise of specification narrated in the specification sheet. Provision of the following facilities will be made on extra payment.

- A) The cost and expenses of the services connection like water, sanitary, sewer and electric connection including securities for sanction & release of such connection, malba and water charges payable to local authorities shall exclusively be borne by the buyer above the agreed consideration cost.
 - B) Expenditure or obtaining clearance from fire officer & provision of fire fitting system/ equipment as per statutory requirement will be shared by buyers, proportionate to the area of unit allotted.
 - C) Any additional/ better specification for individual unit asked for well in time, will be provided, if technically feasible, which will be charged extra as demanded by the company.
 - D) That the Second Party also owns construction right of Second Floor which is already sanctioned from ADA, Allahabad .
- 24.** Upon cancellation by allottee or due to non payment from the allottee the deposited money will be refunded completely by the builder without any deduction except GST within 30 days from the prior notice.

<u>ADDITIONAL CHARGES</u>		
1	Car Parking Covered	300000 (each)
	Car Parking open	150000 (each)
2	Power Backup (transformer and Generator)	50000
3	Annual Security/ Maintenance Charges (IFMS)	35000
4	External Development Charges (EDC)	80/- per Sqft
5	External Electrification Charges (EDC)	50/- per Sqft
6	Fire Fighting Charges (FFC)	25/- per Sqft

Terms & Conditions

- 1) The above prices are firm and free from escalation.
- 2) Cheque/Draft to be issued in favor of "Skynet Infraventures Pvt. Ltd." Payable at Allahabad only. Outstation cheque shall not be accepted.
- 3) Prices are subject to revision without prior notice and the price ruling on the date of allotment and accepted by the company shall be applicable.
- 4) The Registration Charges, Legal/Documentation fee is in addition to the aforesaid price (payable at the time of offer of possession.)
- 5) Other cost including GST/ VAT, CESS or any other charges levied by the State or Central Govt. as indicated in the Allotment Letter/ Buyer Agreement shall be payable additionally by the Allottee.
- 6) The Company shall endeavor to complete construction of unit allotted within 30 months from the date of sanction of plans/booking whichever is later. Holding Charges @Rs.5/- per Sq.ft. per month shall be charged in case customer fails or ignores to take the possession as and when offered by the company.
- 7) The other term & conditions of the sale would be as per the standard allotment letter/agreement of "Skynet Infraventures Pvt. Ltd." .

Note- The applicant shall be liable to pay all govt. Taxes, Duties & charges i.e. GST etc. levied or which may be levied.

Detail of Property

_____, Area = _____ Sqm, Galaxy Hanumant,
Nazul Free hold plot No. 40/3, Civil Station, Allahabad

North – _____

South – _____

East – _____

West – _____

Authorized signatory

Skynet Infraventures Pvt. Ltd.

I/We hereby declare that I/ We have been explained everything relating to the above terms and condition in the language known to me/ us. Also I/ We agree to abide the