

ALLOTMENT LETTER

In reference of booking made on -----through Cheque Of amount ----- this allotment letter made & executed on this date _____

Between

Kaveri Enterprises a partnership firm having its office at 17-A Model Town, Stadium Road, Bareilly, Hereinafter called the "Promoter" through its Partner Harpreet Singh s/o Pritpal Singh (which expression shall whatever the context so requires of, admits mean and include his/their, executors administrators and assigns) of the one part.

INFAVOUR OF

-----hereinafter referred to as the allottee (which expression shall whatever the context so requires of admits mean and include his/their, executors administrators and assigns) of the one part.

Whereas the promoter is the owner of the land comprising ----- through sale deeds, situated at Gata Nos 317(K),318(k,KHA),319,320,322 Vill Behti deha jagir Badaun Road Bareilly and the entire sale consideration has been paid for.

The promoter is to construct residential houses/commercial complex and for which the Map No BDA/LD/22-23/0474 has been passed by the Bareilly Development Authority by complying all the statutory formality.

And whereas the promoter with a view to construct Individual Row Houses consisting of number of units , got prepared building plans from the architects, according to firm's desire and construction of the said building has been undertaken in accordance there with by firm himself .The project shall be known as SOUTHCITY GREEN EXT.

And Whereas the allottee has examined the building Plans ,design and firm's laid down specification of the proposed residential /commercial construction and all the documents pertaining to the ownership of the land and being available for inspection at firm's Sales office at,Badaun Road Kargaina.

And Whereas the allottee has applied for allotment of House in the said colony and the allottee has been provisionally allotted space 2BHK House No. ----- in the said Colony.

Now this deed witnesses as under.

Preliminary :

WHEREVER : the allottee Is a female the expression he, him, his, himself in this allotment letter in relation to the allottee shall be read and construed as she, her ,herself etc. these expression `shall be modified and read and suitable wherever by 'allottee' is a stock firm or other body corporate.

WHEREVER : There are more than one allottee , the expression 'allottee' in the allotment letter shall be construed as including each such allottee and their and each of their heirs, executed and assign .

Plans and specification

1. The allottee having inspected and seen the title, plans design, specification approves the same and also agree that promoters may make such variations, additions, alterations etc. therein as it may in its sole discretion consider proper or as may be required by the Bareilly Development Authority or any other Authority Govt. Agencies and the allottee hereby gives consent to such variations, additions alterations etc.

Promoter's title of property

2. The allottee having seen the relevant papers and is fully satisfied that the title of the promoter to enter in to this allotment letter.

Sale price & Mode of payment

3. **(a)** Subject to the condition herein, the allottee, agrees to book and the promoter agrees to allot provisionally. House no ----- Area ----- in the said colony (hereinafter referred to as the house or the said house) as per plans and specification ,inspected, seen and approved by him For Rs. For **Rs.**-----
(Including land and construction but excluding GST Tax.)

(b) The total price of Rs .----- (exclusive GST Tax .) as afore said shall be paid by the allottee to the promoter in installments as per schedule of installments given below.

INSTALLMENTS	AMOUNT PAYABLE (Basic sale price +PLC)(Service Tax to be paid with every installment)
At the time of booking	Rs. 1,00,000 /-
Within 15 days of booking	15% Of BSP+PLC
On start of foundation	15% Of BSP
On start of door level	20% Of BSP+ Electricity connection charges
On start of roof slab casting of ground floor	20% Of BSP
On start of ground level finishing work	20% Of BSP
On offer of possession by the firm	Balance amount of BSP+ Registry charges + Maintenance charges + Taxes + Other Charges Applicable if any

(c) If payment is received by the promoter within the period given in the payment plan or if there is any breach of this allotment letter by the allottee then this allotment is liable to be cancelled and 10% of the price of the House shall be forfeited the balance amount will be refunded without any interest. Time for payment will be treated as essence of this allotment letter. In case the allotment is canceled by the allottee at any point of time, a sum equal to 10% of the price of the house shall be forfeited and the balance principle amount shall be refunded without any interest. In exceptional circumstances, the promoter may at its absolute discretion condone the delay in payment by charging interest at the rate of 24% p.a. on the amount outstanding.

(d) The promoter has prepared its own lay out and building plan of the residential complex with various houses of different sizes and dimension, as decided by it.

The lay out in the building and plan approved by the concerned authorities can be modified or changed by the promoter itself and the prospective allottee will have no say in changing the plan construction. It is further agreed by the allottee that all construction shall be made by promoter on its own account.

(e) Any betterment charges development levies, property taxes, additional premium and any other sums payable to or demanded by the municipal authority, Bareilly Development Authority and Local authority or Governmental agency and maintenance charges to be charged by B.D.A. for maintenance of the above said plot in the name of the promoter shall be borne by the allottee in proportion to the area acquired under this allotment letter and shall be payable immediately on demand.

The allottee hereby agrees that in case after the completion of the building further construction on the plot or the building, becomes permissible, the builder shall have the sole right to complete such further construction.

(f) That the promoter on its sole discretion may consider to make some changes to the house plan/layout as per the desire or specification or on request of any prospective buyer and buyer shall be liable to pay any extra amount as suggested by the promoter.

(g) The intending allottee hereby agrees to pay additionally as preferential location charges. The allottee that if due to any change in the layout plan, the house ceases to be preferential location the firm shall be liable to refund only the amount of preferential location charges paid by the allottee and shall be adjusted in the last installment. If due to any change in the layout plan the house becomes the preferential location then the allottee shall pay the additional charges as demanded by the firm. If for any reason any changes are required to be made by the sanctioning authorities or by the architects or promoter resulting in reduction in the above mentioned area of house or its location no claims, monetary or otherwise will be raised or accepted except that the money shall be refunded proportionately.

(h) If the area of the house /or construction increases, the difference in the area shall be paid at the prevailing market rate at the time of execution of sale deed or earlier when the demand is made by the promoter.

(i) The sale shall be effective only after the house is completed. The sale deed will be subject to the requisite permission being accorded by Bareilly Development Authority.

(j) Current applicable taxes like Service & other Taxes applied by the State Government of U.P & Central Government in future till completion of project to be charged extra.

(k) The allottee shall be liable to pay all expenses for preparation of legal documents including stamp duty, registration charges other incidental expenses for registration (of sale deed executed) thereof in relation to the allottee by the promoter.

(l) External development charges like electric connection charges are not included in the cost of the House.

Electric connection and meter installation charges will be charged extra and the amount payable will depend on the estimated cost furnished by the electricity distribution agency. For the service connection substation equipment, security deposit etc. and for the space utilized therefore .House allottee will be required to pay the rate per Sq.ft. as demanded by the builders to meet the above expenses will be charged in proportion to the area of the House.

(m) Similarly any future addition requirements of firefighting Equipment or requirements inside the house of which may be required on account of the said reasons or any other reasons beyond the control of the promoter shall be Charged extra and paid or by the allottee proportionately .

(n) The promoter may at its sole discretion appropriate the money from the allottee towards any account and the appropriation so made shall not be questioned by the allottee.

(o) That the promoter has absolute right to raise finance from any bank financial institution or body corporate and for this purpose the promoter can create equitable mortgage of the land or any portion of the construction which are being made including houses which the promoter allot in favour of one or more such institutions bank since the ownership and title in the same always remains with the promoter.

Notwithstanding the foregoing the promoter will ensure that if any such charge is create the same shall be removed by getting a No Objection Certificate (N.O.C) from the bank/ institute from which the finance is raised. This N.O.C will be specific to the house which is being sold and will be obtained from the said bank/institute, before execution of sale deed in favour of all allottee(s).

4.(i) The promoter shall complete the and give the possession of the house to the allottee at the earliest possible date from the date of agreement (Three years), subject always to house allottee making timely payment and force majeure causes, availability of essential items for construction, change of policy of the Govt. agencies and Local Authorities and others causes beyond the control of the promoter. The allottee has no right claim by way of damages/compensation shall lie against the promoter in case of delay in handing over the possession on account of the said reasons or any other reasons beyond the control of the promoter.

(ii) In case house to be acquired by allottee is not constructed the promoter may cancel the house without assigning any reason and the principal amount received by the promoter from the allottee shall be refunded to the allottee. No other claim shall be made by allottee and entertained by the promoter.

(iii) The promoter shall be absolved of its responsibility of the timely completion and handing over of the possession of the house if its payment are not received by him strictly as per the terms of the Allotment Letter.

(iv) If the promoter is not able to complete the commitment under this Allotment Letter for force majeure reasons , or any other reason whatsoever, the allottee shall make payment for work done as may be certificated by the Architect of the promoter whose decision thereon shall be final .

(v) If the whole or part of the project is abandoned or abnormally delayed on account of force majeure reason, no other claim will be preferred except that allottee money will be refunded without interest.

(vi) Whereas promoter has made the commitment for the as early as possible delivery, subject to the above conditions .To any delay by the allottee in taking the possession after the offer of possession Has been made would attract holding charges at Rs. 3/-per Sq.Ft. per month(of the plot area or the constructed area, whichever is higher) .

POSSESSION ONLY AFTER FULL PAYMENT

5. The allottee shall entitle to possession of the house only after the entire amount payable under this Allotment Letter is paid and the conveyance deed is duly registered with the Sub-Registrar concerned.

ALLOTTEE SHALL HAVE NO CLAIM AGAINST PROMOTER AFTER TAKING POSSESSION

6. Upon taking possession of the house, the allottee shall have no claim against the promoter /developer to any item of work, material, installations, etc. in the said house or any other ground whatsoever. Complaints if any, are to be got removed before delivery of possession to the said allottee. All future taxes like Municipal etc. remain the liability of the allottee.

PROMOTER NOT LIABLE TO MAKE ADDITIONS AND ALTERNATIONS AFTER HANDING OVER

7. In after the possession of the said house is handed over the allottee, any additions or alternations in or about relation to the said colony are required to be carried out by the Government Bareilly Development Authority/Municipal Authorities or any Statutory Authority or in any way pursuant to any statutory requirement, The same shall be carried out by the allottee in co-operation with the other allottee in the manner liable or building at their own cost and the promoter shall not be in any manner liable or responsible for the same . All such additions and alternation shall be carried out after getting the plans thereof sanctioned by the competent authorities in the common areas without prior permission of the promoter or his nominee in writing. However the allottee may put up the name plate of standard size depicting his name only on the Entrance Door of the House or on the specially designated space for the purpose.

(i) The allottee shall not decorate the exterior of his house otherwise than in the manner agreed with the promoter or in the manner as similar as may be in which the same was previously decorated.

(ii) The covenants herein agreed by the allottee shall be binding and enforceable against the occupier as far as possible .Further, the allottee under his Allotment Letter shall be made legally binding on the occupier as a part of the term and conditions between allottee and the occupiers.

TRANSFER OF LEGAL TITLE

8. No right title or interest shall accrue in favour of the allottee until sale deed is executed by the promoter and promoter shall continue to be the owner of every part of construction and also the land/house and also each and every material used in the construction which shall be exclusively owned by the promoter and the allottee shall not be given any right, title or interest therein even though some payments have been received by the promoter.

It is clearly understood that the promoter shall remain the owner common areas and various part of the same at various stages of construction shall continue to be that of the promoter and the allottee shall become the owner only after execution of the sale deed and its registration on which stamp duty shall be paid by the allottee including registration expenses etc.

(a) Upon completion of the building the promoter shall (subject to the whole of the consideration money and other dues being received), complete the sale and conveyance of the house in favour of the allottee. Till the conveyance is executed promoter shall be the exclusive owner of the house and the construction shall be in the exclusive ownership of the promoter. The prospective allottee shall remain only on allottee of the house.

(b) The stamp, registration and other charges for executing the conveyance deed will be payable by the allottee.

RESIDUARY RIGHTS WITH THE PROMOTER

- 9. (a)** The promoter shall continue to have the right to make additions to the colony, put up additional structure etc .and all such additions shall be sole property of the promoter who will be entitle to dispose it of in any manner.
- (b)** The promoter shall be entitled to connect the electric, water, sanitary drainage, fitting etc. on additional structure with existing electric, water sanitary drainage sources etc. at its own cost.
- (c)** The allottee shall not be entitled to raise any objection or claim any reduction in price of the house agreed to be acquired or claim any compensation on the ground of inconvenience or any other cause whatsoever.
- (d)** The promoter alone shall be entitled to obtain the refund of various securities deposited by it during construction of the complex with various Governmental /Local authorities for electric or sewer connection etc.

RESTRICTION ON THE UES OF THE HOUSE ETC.

- 10. (a)** The allottee shall not use the house or permit the same to be used for any purpose whatsoever other than as residential house as permissible under the terms of the sanction plan.
- (b)** The allottee shall not use the house for any purpose which may/or is likely to cause nuisance or annoyance to occupiers of neighboring properties or for any illegal or immoral purposes.
- (c)** The allottee shall not store in the house any goods of hazardous or combustible nature or which are so heavy as to effect the construction or the structure of the said building or any part thereof.
- (d)** The allottee hereby agrees not to do or suffer any thing to be done or about the said House which may tend to cause damage to any elevation or any house adjacent to his house or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
- (e)** The allottee at any time name or cause any addition or alteration whatever nature to the said house or any part thereof whatever nature to the elevation of the house or any part thereof.

11. The allottee shall not do or permit to do the following

- (a)** Make any alteration in any elevations and outside colour scheme of the exposed wall of the verandas or lounges or any external wall, or both the faces of external doors and windows of the house to be acquired by him which in the opinion of promoter differ the colour scheme of the building.
- (b)** Neither the allottee nor occupier of his house can put up any name or sign board, publicity or advertisement material outside his house of anywhere in the common areas without prior permission of the promoter or his nominee in written. However the allottee may put up the name plate of standard size depicting his name only on the entrance door of the house or on the specially designated for the purpose.
- (c)** The allottee shall not decorate the exterior of his otherwise than in the manner agreed with the promoter or in the manner as similar as may be in which the same was previously decorated.
- (d)** The covenants herein agreed by the allottee shall be handling and enforceable against the occupier as far as possible. Further, the allottee under his Allotment Letter shall be made legally binding on the occupier as a part of the terms and conditions between allottee and the occupier.

PROMOTER RIGHTS OF ACCESS TO BUYER'S HOUSE

12. The promoter or its nominee and their representative employees etc. shall be entitled at any reasonable time to enter in to and upon the house for carrying out any repair, alteration, lighting, cleaning etc. for any purpose at the colony or in connection with obligations and rights under this Allotment Letter including the disconnection of the electricity and water or for repairing etc. wires gutter, pipers, drains part structure etc.

NAME OF THE COLONY

13. The colony shall always be known as Kaveri Homes and shall never be changed by the house owner or any body else.

PROSPECTIVE BUYER TO INDEMNITY

14. The allottee hereby covenants with the promoter to regularly pay the amount which the allottee is liable to pay under this Allotment Letter and to observe and perform all terms and conditions contained in the Allotment Letter and to keep the promoter and its agents and respective estates and effects, indemnified and harmless against the said payment and observe and performance of the said terms and conditions and also against any loss and damages the promoter may suffer as a result of nonpayment non-observance or non-performance of the said terms and conditions except insofar as the same are to be observed and performed by the promoter.

LIEN OF THE PROMOTER ON THE PROSPECTIVE BUYERS HOUSE

15. The promoter shall have the first lien and charge on the said house in the events of the allottee parting with any interest herein for all its dues as are and /or that may hereby become due and payable by the buyer to the promoter under this Allotment Letter.

RIGHTS OF THE PROSPECTIVE BUYER

16. The promoter covenants with the allottee that on the allottee paying the dues and performing the term of the Allotment Letter and stipulation on his part herein contained, he shall peacefully hold and enjoy the said house without any interruption by any person rightfully claiming under or in trust for the promoter.

USER OF THE HOUSE

17. The terms and conditions agreed to herein by the allottee shall be binding on the occupier and the default of the occupier shall be treated as that of the allottee unless context requires otherwise.

TRANSFER

18. (a) The allottee may sale or assign his rights if the house to any person but only after obtaining prior approval in writing of the promoter and in accordance with law and after paying the necessary charges of the promoter. In case of

any transfer of house before the final registry, the allottee shall pay a sum of 450/-per sq yard(of the plot area or the constructed area, whichever is higher) to the firm.

(b) The allottee shall not let, transfer or in any way encumber his house nor assigns, let under let or part with his interest or the benefit under this Allotment Letter or any part thereof till any dues to whatsoever nature owing to the promoter or payable hereunder are fully paid up any only if the allottee has not been guilty of breach or of non-compliance with any of the terms and conditions of its Allotment Letter and until it obtains previous consent in writing of the promoter.

DELAY OR INDULGENCE OF THE PROMOTER IN ON WAIVER OF ITS RIGHTS

19. If delay or indulgence by the promoter enforcing the term of this Allotment Letter or any forbearance or giving of time to allottee shall not be constructed as a waiver on the part of the promoter of any breach or non-compliance of any of the terms and conditions of this Allotment Letter by the allottee nor shall in any manner prejudice the rights of the promoter.

OTHER CHARGES

20. It is certified that cost of the individual electricity connection charges electric substance if any, water/sewer connection, maintenance etc. are not included in the price mentioned herein before and will be chargeable extra.

NON RESIDENT INDIAN

21. The allottee, if resident outside india, shall be sole responsible to comply with the necessary formalities as laid down in Foreign Exchange Regulation Act 1973 and other applicable laws in including that remittance of payment (s) and for acquisition the required declaration in the form prescribed by the promoter .

REGISTRATION

22. The allottee will immediately after the offer for possession lodge the same for registration (execution of sale deed)with the sub-registrar of assurance concerned and shall within fifteen days intimate to the promoters of having done so. If the allottee fails to do so, the promoter shall not be responsible for the non-registration of this document and consequences arising there of. All the expenses of stamp, registration etc. shall be borne by the allottee.

INSPECTION OF DOCUMENTS AND OBTAINING COPIES

23. All the original document relating to title of promoter or the sanctioned map etc. can be inspected at the registered office of the promoters.

ARBITRATION

24. In case of any dispute between the promoter and the allottee the dispute shall be settled through arbitration .it is hereby agreed that any arbitrator appointed by the promoter will be the sole arbitrator under this agreement and his decision shall be binding on both the parties.

JURISDICTION

25. That all the disputes between promoters and the allottee shall be subject to the JURISDICTION of Bareilly courts only.

MODE OF NOTICE

26. All letters, recipients , and /or notice by the promoter or its nominee and dispatched under certificate of posting to the last address known to it of the allottee shall be sufficient proof of receipt of the same by the allottee and shall fully effectually discharge the promoter/nominee.

IN WITNESS WHERE OF the promoter as well as the allottee herein have hereunder signed on the day and year first here in above mentioned.

SIGNED, SEALED & DELIVERED

KAVERI ENTERPRISES

Authorized signatory

WITNESS:

1.

2.

Schedule I

All that piece and parcel of Gata Nos.270,271,267 Kargaina Near Parag Dairy Badaun Road, Bareilly

Schedule II

Space 2BHK House No. **27**, measuring **82.69** Sq.meter (Plot Area)

760Sq.Ft. (Super Constructed Area)

HOUSE ALLOTTEE