

Priyanshi Residency

Khasara No.-795, Mauza Sikandra, Bahistabad, Agra

ALLOTMENT LETTER

Allotment No.

Dated:

To,

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.....
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Subject: ALLOTMENT OF RESIDENTIAL DUPLEX HOUSE IN THE PROJECT “**PRIYANSHI RESIDENCY**”
AT KHASARA NO.-795, MAUZA SIKANDRA, BAHISTABAD, AGRA

Sir / Madam,

This is in reference to your Application No. for the allotment of a Residential Duplex House in the PROJECT “**Priyanshi Residency**” at Khasara No.-795, Mauza Sikandra, Bahistabad, Agra

In response to your aforesaid Application we (hereinafter referred to as “Company”), are pleased to inform you that a Duplex House No. Typehaving land area admeasuring sq. mt., covered area sq.mt., carpet area sq.mt. has been allotted to you (hereinafter referred to as “ALLOTTEE”) in the Priyanshi Residency at a Basic Selling Price of **Rs./- (Rupees Only.)** subject to the terms and conditions mentioned hereinafter.

You are requested to please deposit the said sum of **Rs./- (Rupees Only.)** towards the Allotment Money as per the payment plan detailed in Para 4 of terms and conditions, by way of Account Payee Cheque / Demand Draft / Pay Order payable at Agra and drawn in favour of “**Priyanshi Shelters Pvt. Ltd.**”. Please note that in case of your failure to make the payment as stipulated herein above, the Para 8 to Para 12 of the Terms and Conditions shall apply and no further notice in this connection shall be sent to you and the Duplex House allotted to you shall stand canceled automatically.

Thanking You,

For PRIYANSHI SHELTERS PVT. LTD.

ACCEPTED

(DIRECTOR)

(ALLOTTEE(S))

Encl. Terms and Conditions

TERMS & CONDITIONS:-

The Allotment of the Duplex House is made subject to the following Terms and Conditions:

1. The intending allottee(s) has fully satisfied himself/herself about the interest and title of the Company in the said land on which the House will be constructed and has understood all limitations and obligations in respect thereof. There will be no further investigation or objections by the intending allottee(s) in this respect.
2. The intending allottee(s) has accepted the plan, designs, and specifications which are tentative and are kept at the Company’s administrative office at C-12/1, Mittal Tower, Bypass Road, Kamla Nagar, Agra and hereby agrees that the Company may affect such variations, additions, alterations, deletions, and modifications as per the provisions of the Real Estate (Regulation and Development) Act, 2016 therein as it may, in its sole discretion deem appropriate and fit or as may be done by any competent authority or by the Company. The intending allottee(s) hereby gives consent to such variations/ additions/ deletions and modifications.
3. If for any reason, any changes are made by any competent authority, or by the Company resulting in a reduction or increase in the area or the location of the House no claim monetary or otherwise will be raised or accepted except that the price of the House will be increased or decreased proportionately as the case may be. In case any preferentially located Unit ceases to be so located, the Company shall be liable to refund extra charges paid by the allottee for a such preferential location without any damages or compensation. In case of the absolute deletion of the House from the plan, no claim whether monetary or otherwise will be raised or entertained except that the actual amount received from the allottee shall be refunded in full without any interest thereon.
4. Details of Unit Applied for: -

Unit Type:	Plot Size (Sq.Yd.)	Covered Area (Sq. Ft.)	Carpet Area (Sq. Ft.)

Payment Plan opted: Down Payment Plan Construction Linked Installment Plan

	Amount (in Rupees)	Amount (in words)
Basic Sale Price		
<i>(If opted Down Payment Plan)</i>		
<i>Discount @ % on Amount Rs.</i>		
Basic Sales Price after deducting Discount		
Preferential location Charges (if any)		
Additional Charges (if any)		
GST or any other Taxes		
Advance maintenance of one year		
Total Amount to Pay		

PAYMENT PLAN

- (i) The Construction Link Basic Selling price of the Flat shall be **Rs./- (Rupees Only.)**
- (ii) That out of the above-said consideration the allottee has paid a sum of **Rs./- (Rupees Only.)** in the following manner: -

	Cheque No.	Date	Amount	Drawn on
a.				
b.				
d.				
e.				

- (iii) That the balance amount of Rs./- (Rupees Only.) shall be paid by the dwelling Flat allottee forthwith in the following manner:-

		Amount
Within 30 days of the date of Booking	10% of BSP + PLC+ Additional Charges (if any)	
On Completion of DPC Work	10% of BSP + GST	
On Completion of Ground Floor Brick Work	10% of BSP + GST	
On Completion of Ground Floor Roof Slab Casting	10% of BSP + GST	
On Completion of Ground Floor Internal Plaster	10% of BSP + GST	
On Completion of First Floor Brick Work	10% of BSP + GST	
On Completion of First Floor Roof Slab Casting	10% of BSP + GST	
On Completion of First Floor Internal Plaster Work	10% of BSP + GST	
On Completion of Internal Flooring & Finishing	5% of BSP + GST	
At the time of the Notice for Possession	5% of BSP + + GST + Advance Maintenance (1 Year)	

5. In addition to the Basic Sale price, the Allottee shall also pay the Preferential Location Charges (if applicable), Advance Maintenance Charge for one year, GST or any other Tax, Stamp duty, and Registration Charges as and when required.
6. All payment in respect of the Allotment money, Installments, and/or any other charges shall be made by the Allottee in the name of "M/s Priyanshi Shelters Pvt Ltd" by means of account payee cheque(s)/Draft(s) Payable at Agra unless otherwise specifically informed by the Company to the Allottee. In case RTGS/NEFT is being done by the applicant(s) and the same is not being informed to the promoter then under such circumstances receipt of such deposit may not be issued and applicant(s) will not complain for the same.
7. The applicant(s) agrees that in case any payment is made towards the said unit from any third-party account then there would be no claim by such third party in the said unit against the payment made from the third-party account and the Promoter shall not be liable or responsible for any inter-se transaction between such third party and the applicant in any manner whatsoever. In the event, the applicant makes any payment through any third-party account then he/she/they hereby agree(s) to submit a declaration signed by such third party to the Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue a receipt of such payment made by the applicant(s) from third-party account.
8. The Timely payment of installments as indicated in the Payment Plan is the essence of the scheme. Since the construction of the unit depends on timely payment of installments, delay in payment of any of the installments by the applicant(s) will result in a delay in possession for which the promoter will not be responsible. The applicant(s) shall not be entitled to any penalty/compensation from the promoter for delayed possession on account of delay in payment of any of the installments by him/her/they.
9. If the applicant(s) cancels the booking application within one month from the date of application, in that case, he/she/they shall be entitled to get refund of the whole amount paid by him/her/they after deducting taxes thereon.

If the applicant(s) cancels the application after one month from the date of application and before executing the agreement for sale as per section 13 of the RERA, the promoter shall forfeit 10 % of the booking amount (earnest money) as well as all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit, from the amount received by the promoter from the applicant(s) till date.
10. In case applicant(s) makes a default in payment of 2 (two) consecutive demands made by the company as per the payment plan annexed hereto, he/she/they shall be liable to pay interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on the home loan of State Bank of India +1% unless provided otherwise under the Rules on such payment for the delayed period.
11. However, if the same persists for more than 3 (Three) consecutive months from the due date as per the payment plan, the allotment will automatically stand canceled without any further intimation to the allottee and have no lien on the Unit. In such a case, the amount deposited up to 10% of the basic price of the Unit, constituting the earnest Money as well as all/any taxes, duties, cess, etc will stand forfeited, and the balance amount if any will be refunded without any interest on the surrender of the Original Receipts and the Allotment Letter. In these circumstances, the Company shall be entitled to resell the said House at its sole discretion.

12. In case the applicant, at any time, desires for cancellation of the allotment, it may be agreed by the company, though in such case, the amount deposited up to 10% of the basic price of the Unit, constituting the earnest Money as well as all/any taxes, duties, cess etc will stand forfeited, and the balance amount if any will be refunded without any interest on the surrender of the Original Receipts and the Allotment Letter. In these circumstances, the Company shall be entitled to resell the said House at its sole discretion.
13. In case the allottee wants to avail of a Loan facility from his Employer or Financial Institutions / Bank to facilitate the purchase of the Unit applied for, the Company shall facilitate the process subject to the following: -
 - (a) The terms of the financing agency which shall exclusively be binding and applicable upon the allottee only, with where the company shall have no concern whatsoever?
 - (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's Payment Plan will rest exclusively on the allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company shall be ensured by the allottee and shall be governed as per Payment Plan.
 - (c) In case of default in repayment of dues of the financial institution/agency by the applicant(s), the applicant(s) authorize the promoter to cancel the allotment of the said unit and the eligible refundable amount shall be directly paid to the financing institution/agency on receipt of such request from financing agency without any reference to the applicant(s)
14. In case of transfer of allotment of Unit, a transfer Fee as @1% of the Total value will be charged by the Company & shall be payable by the allottee to the Company.
15. The Allottee shall make the payments towards the price of the House as per Payment Plan and the Company shall not be responsible for non-dispatch or non-receipt of the Installment Call Notice(s) to/by the Allottee.
16. It shall be the responsibility of the allottee to inform the Company by Registered letter about any change in his/her address, e-mail ID, or other particulars furnished by him/her to the Company. In case of failure of the allottee to inform the Company, all Demand notice(s) or other correspondence(s) sent/ or made by the Company at the address, e-mail ID available with the Company shall be deemed to have been on him/her and the allottee shall be responsible for any default in payment and other consequences that might occur therefrom. In case the House is allotted in joint name, a communication sent by Company to the applicant whose name appears first of the joint allottee shall be treated as a valid communication as if the same has been sent to the joint allottees. no separate communication shall be necessary to the other named applicants.
17. The possession of the said House shall be delivered to the Allottee the within period as declared in RERA Registration subject to extension as may be granted by Uttar Pradesh RERA Authority. However in the event of the completion of the said House being delayed for any reason beyond the control of the Company, like non-availability of any building material, due to market conditions, war or enemy or natural calamities or any act of God, in case of delay in possession as a result of any notice, order, rules, Bye-laws notification of the Government, Competent Authority or any other reason beyond the control of the company and due to other unforeseen events and for any reason not directly attributed to M/s Priyanshi Shelters Pvt Ltd, the Company shall be entitled to a reasonable extension of time hence no claim by the way of damages/compensation shall lie against the Company.
18. In the event of Completion of the said House being delayed beyond the period as declared in RERA Registration subject to extension as may be granted by Uttar Pradesh RERA Authority, for reasons directly attributed to M/s Priyanshi Shelters Pvt Ltd, The Company shall be liable to pay interest to non-defaulting customers as prescribed in RERA Act, however, if the company had granted any waiver of interest to the customer on his/her/their delayed payment, the same shall be deducted from the interest payable to the customer.
19. The possession of the House shall be handed over on execution of the Registered sale deed subject to receipt of all dues, and documents, and on fulfillment of conditions as stipulated herein by the allottee. If the allottee fails to get the sale deed registered in his favor due to personal reasons within three months of the intimation of registration of the sale deed, then the allotment would be liable for cancellation.
20. If the physical possession is not taken over at the site within 30 days of the execution of the sale deed /issue of the notice of possession, the allottee shall be liable to pay to the company/promoter, holding charges at the rate of Rs 2/- per sq ft per month of carpet area, in addition to maintenance charges as agreed. It is made clear that the allottee cannot refuse to take possession on the ground of minor problems or defects in the House and in that case, House shall deem to be completed for all purposes and the allottee shall be bound to take possession and in default shall be liable to pay all charges.
21. The applicant(s) shall after taking possession or deemed possession of the said unit as the case may be or at any time thereafter have no objection to the promoter constructing or continuing with the construction of Project Building or other Building(s)/House(s) adjoining the unit sold to the unit allottee.

22. In Case during the course of construction and/or after the completion of the project, further construction on the plot or over the building becomes permissible, the Company shall have an absolute and unfettered right to commence and complete such further permissible construction notwithstanding the designation and allotment of any common area as or otherwise.
23. The applicant(s) has no objection in case the Promoter creates a charge on the entire project during the course of development of the project for raising a loan from any banking and/or financial institution. However, such charges if created shall be vacated before handing over possession of the said unit to the applicant(s). The creation of such a charge shall not affect the rights of the applicant to the said unit/apartment.
24. Except for the area herein allotted and easement rights pertaining thereto, all the common area and the facilities and residuary rights in the proposed project shall continue to vest in the Company.
25. That an Association of allottees/ Residents welfare association is proposed to be constituted for the maintenance of public roads, drinking water, sewer line, street lights, water tank, park, security guard, etc. of the residential colony Priyanshi Residency.

The allottee(s) will be solely responsible for constituting the said AOA/RWA, the company will not have any relation or concern with it. It will be necessary and binding for the allottee and his substitutes to become members of the said AOA/RWA and pay the maintenance charges fixed by the AOA/RWA. The monthly maintenance expenses will have to be compulsorily borne by the allottee whether the allottee is residing in it or not.

Till the constitution of the said AOA/RWA, the above-mentioned maintenance will be done by the company or the person or organization nominated by the company. The said maintenance charges will be effective one month after the notice for registration or immediately after the registration of the sale deed and the allottee will be bound to pay the maintenance charges in advance for one year.

If the AOA/RWA is not formed within 1 year, the Promoter will be entitled to collect from the allottees an amount equal to the amount of maintenance as agreed +10% in lieu of price escalation for the purpose of the maintenance for the next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to AOA/RWA once it is formed.

In case of non-payment of maintenance charges, the allottee may be deprived of the internal facilities of the colony. On delayed payment by the allottee, a late fee at the rate of two percent per month will be payable by the allottee.

26. The Price of the House does not include cost of Electricity Connection, & Water connection charges, Services lines and light fixtures and the same will be borne by the Allottee.
27. The company or its nominee(s) shall be entitled to charge all such maintenance charges from the allottee(s) who have not taken possession of the unit allotted to them as per the notice of possession has been issued to them by the company.
28. The Allottee shall not make any addition or alteration in the House or building without written permission of the Company and concerned authorities. The Allottee directly at his own expense will obtain the necessary permission from the authorities. The Allottee shall not use the House or permit the same to be used for a purpose other than residential or as permitted or for any purpose which may or likely to cause nuisance or annoyance to the occupiers of other Houses or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said House which may tend to cause damage to any common wall, common slab any common construction or in any manner interfere with the use thereof or space, passages or amenities available for common use. All standards of safety will be observed by the Allottee.
29. The company shall be responsible for providing internal services within the complex which include lying of roads, water lines, electric lines and horticulture. However, external services like water supply networks, sewer, storm water drains, roads, electricity outside the complex are services to be provided by ADA.
30. All taxes or charges, fresh or revised, present or future, on land or building levied by ADA or any other authority, from the date of booking shall be borne and paid by the allottee.
31. In case the application is made by Corporate Body, Firm, Trust, etc. an Attorney, should be accompanied by a certified copy of the Memorandum and Articles of association/partnership deed / Trust Deed / Resolution / Authority or Power of Attorney / Bye-laws, as the case may be, along with resolution authorizing him to sign any deed on behalf of such corporate body, firm, trust, etc.

32. In the case of non-resident Indians, the observance of the provisions of the Foreign Exchange Management Act, 1999, and any other law as may be prevailing from time to time shall be the responsibility of the allottee.
33. The applicant(s) shall not be entitled to get the name of his/her/their nominee (s) substituted in his/her/their place without the prior approval of the promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible. Further the applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination.
34. The Sale Deed of the Unit shall be executed in favor of the allottee by the Company after the House has been allotted finally and constructed at the site and after the receipt of the full price and all other charges from the Allottee. The cost of stamp papers and registration charges will be borne and paid by the Allottee.
35. If any misrepresentation/concealment/suppression of material facts is/are found to be made by the Allottee, the entire money deposited by the Allottee with the Company shall be forfeited, this shall be without prejudice to the right of the Company to take legal action for such misrepresentation/concealment/suppression.
36. All disputes arising between the Company and the Allottee shall be subject to the exclusive jurisdiction of Courts at Agra, U.P., Only.
37. The Allottee has read and understood the Terms and Conditions hereof and duly signed the same in acceptance thereof, without any coercion or misrepresentative whatsoever.

WITNESSES

1. FOR PRIYANSHI SHELTERS PVT. LTD.

(DIRECTOR)

2. I/We hereby accept the Allotment of the Duplex House on the
Terms and Conditions mentioned hereinabove.

(ALLOTTEE(S))

PAN NO.....

Priyanshi Residency

Khasara No.-795, Mauza Sikandra, Bahistabad, Agra

SPECIFICATIONS

Structure

- R.C.C. framed Structure.
- Adequate cross ventilation and natural light in every house.

Flooring

- Vitrified tiles in drawing, dining, Kitchen, and Bedrooms.
- Anti-skid floor tiles in Bathrooms & Balconies.

DOOR/WINDOWS

- Wood chauhats for door & windows frames.
- Designer Flush door for the main entrance.
- Waterproof flush doors for all internal entrances, duly painted, with necessary fittings.
- Windows with teak shutters & mild steel grills for additional security.

Wall Finishes

- P.O.P. Cornish work in drawing, dining, Kitchen, and Bedrooms.
- Acrylic Emulsion Paint on all internal walls with base.
- Weatherproof treatment on exterior walls finished with exterior paint.

Electricals

- Concealed electrification by using copper wiring with switches, Sockets & MCBs.
- TV points at all necessary locations.

Kitchen

- Provision of Modular Kitchen with Granite top.
- Stainless steel sink.
- Ceramic tiles up to 2 Ft. height above the working top.

Bathrooms

- Ceramic tiles on walls up to 7 Ft. height.
- Standard Chromium Plated fittings and shower.
- White vitreous china sanitary ware.

Wardrobes

- Specific space provision (clear of room sizes) for wardrobes without wood work.

*Specifications, designs and sizes are subject to variations & modifications as per architect's recommendation.