

ALLOTMENT LETTER

THIS ALLOTMENT for sale is made and executed at Bhopal on this _____ BETWEEN **M/S AGRAWAL BUILDERS AND COLONIZERS CO.**, E-2/4, Arera Colony, Bhopal, represented through one of its partner **Shri Sudhir Kumar Agrawal** S/o Shri S. K. Agrawal, residing at E-4/231, Arera Colony Bhopal, and here in after called the "Sellers". (Which expression shall unless otherwise repugnant to the context or meaning be deemed to the said firm and their respective legal heirs, representatives, executors, assignees, administrators, and successors) of the ONE PART.

AND

Customer Name, age about____ **Address** herein after called the "purchaser" which expression shall unless otherwise repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, assignees and successors of the OTHER PART.

AND WHEREAS the sellers are the absolute owner of the land admeasuring 7.30 acres bearing Kh. No.(s) 112/1KHA, 112/2/1/3/1,112/2/1/3/2, 108/4/1 and situated in Village Misrod, Patwari halka No. 42/49, Vikas Khand Fanda, Tehsil Hujur, Distt., Bhopal.

AND WHEREAS M/s Agrawal Builders and Colonizers Co., the aforesaid land was purchased by Shri Sudhir Kumar Agrawal S/o Shri S.K. Agrawal, partner of the seller firm vide two sale deeds duly registered in the office of the sub-registrar, Bhopal are as under:

For land having area of 1.296 hectare (3.20 acres) the sale deed is registered vide Book No. A-1, Vol No. 210, Page No. 9(32 to 40) dated 12-11-2012, Sr. No. 2835 from M/s Shiva Construction represented through its partner Shri P.S. Chandok S/o Late Shri S.S. Chandok, age about adult, R/o E-4/153, Arera Colony, Bhopal (M.P.) AND

For land having area of 1.66 hectare (4.10 acres) the sale deed is registered vide Book No. A-1, Vol No. 1202, Page No. 10(97 to 106) dated 28/03/2013, Sr. No. 1/9695 from M/s Shiva Construction represented through its partner Shri P.S. Chandok S/o Late Shri S.S. Chandok, age about adult, R/o E-4/153, Arera Colony, Bhopal (M.P.)

Thus the total land purchased is 7.30 Acres.

AND WHEREAS Shri Sudhir Kumar Agrawal subsequently brought the aforesaid land into the partnership and the same is recorded in partnership deed dated 01st July 2013.

That the allotments/agreement for vesting the land by all the Partners in favor of the Partnership firm through an allotments/agreement is legal and does not require any registered deed as per the law laid down by Honorable Supreme Court of India reported in A.I.R.at page No. 1300.

AND WHEREAS the said total land has been diverted vide case Nos. **129/A-2/2009-2010** dated **02/11/2010** and Nazul Noc No. **99/NAZUL/B 121/12/13** dated **24/04/2013** Gram Misrod. Development of colony in the said land has been approved by Town & Country Planning

Customer Name

Department vide letter No. **1467/L.P.109/29/uxzkuh@ftdk@2013** dated 02/09/2013. Seller has obtained requisite building permission from Municipal Corporation, Bhopal. Vide Permission No. **NC5211-4084-022014** dated **24.02.2014**.

AND WHEREAS all the partners confirm that the said total land is the property of M/s Agrawal Builders and Colonizers Co.

AND WHEREAS the sellers declare that they have a clear and marketable title for the sale of Flats on the said land at village Misrod, Bhopal. The land is situated within the limits of Bhopal Municipal Corporation. That the first party has already started construction of a colony of Flats at said land in the name & style 'SAGAR LIFE STYLE TOWERS'.

Now the seller and the purchaser hereby agree and declare as follows:-

1. That the sale is free from all encumbrances.
2. That the sellers are presently constructing Flats over the said land as per specifications of the project and internal/outer development attached with this letter.
3. The purchaser has agreed to purchase **Flat No.**____ on **Floor**____ in **Tower**____, bearing area_____ at Sagar Life Style Towers, situated in Village Misrod, Ward No. 52, Patwari Halka No. 42/49, Vikas Khand Fanda, Tehsil Hujur, Distt., Bhopal, before the execution of this allotment, purchaser has investigated and satisfied himself about the title/legal-status of the sellers over the said land and premises/Flats.

Boundaries of the Flat are as under:-

East :
West :
North :
South :

4. That the purchaser hereby agrees to purchase from the seller, the said property for _____(**Amount**). Out of the total cost agreed between both the parties, the purchaser has given to seller (M/s Agrawal Builders & Colonizers Co.) _____by Cash/Cheque. The receipt of payment is already given to purchaser. Now the purchaser shall make the entire balance payment in the name of M/s Agrawal Builders and Colonizers Co. as per the following schedule.
 - A) _____ up to **Date** as the said flat is completed up to plinth level work.
 - B) _____ up to **Date** or after completion of lower ground floor slab work, whichever is later.
 - C) **Amount** up to **Date** or after completion of upper ground floor slab work, whichever is later.

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- D) _____ up to **Date** or after completion of first floor slab work, whichever is later.
- E) _____ up to **Date** or after completion of second floor slab work, whichever is later.
- F) _____ up to **Date** or after completion of third floor slab work, whichever is later.
- G) _____ up to **Date** or after completion of forth floor slab work, whichever is later.
- H) _____ up to **Date** or after completion of fifth floor slab work, whichever is later.
- I) _____ up to **Date** or after completion of plaster level work, whichever is later.
- J) _____ up to **Date** or after completion of flooring level work, whichever is later.
- K) Balance amount _____ before possession.
5. After receiving sale consideration the registration of semi complete/complete flat may be done by the seller provided the flat shall be on the said stage of work, but even after the execution of registered sale deed for semi complete/complete of flat, the said flat shall remain in possession of sellers till the full payments according to this allotment are made or cleared by purchaser.
 6. That the seller hereby agrees and undertakes not to make any extra demand due to increase in the cost of material.
 7. The seller shall have no objection whatsoever in purchaser mortgaging the said Flat by way of equitable mortgage to bank for obtaining housing loan to pay the cost of flat to the seller.
 8. As the purchaser are buying the said flat with full knowledge of construction and nature of said flat. After possession of the said flat is delivered to the purchaser he shall not claim against the Seller in respect of any item of work in the Flat, which may be alleged, to have not been carried out or completed.
 9. The seller shall have a right to make additional construction on the remaining extra land or purchased in due time and all such additional structures shall be sole property of the seller who will be entitled to dispose of it in any manner they choose.
 10. That in case construction is extended on adjacent/nearby land of the seller; the purchaser shall have no objection in using the facilities of the colony by the seller.

Customer Name

11. That it is further agreed that the seller shall be entitled to connect the electric, road, water, sanitary and drainage fitting system at their own expenses to any body and to which the purchaser shall have no objection.
12. That the Seller is responsible only for the outer maintenance of the colony like: cleaning of campus, common areas, roads, lifts, street lights, tube well, pump room, water tank, fountain, park, sewage line and security of common amenities, whereas security of household materials is the total responsibility of house owner. Outer maintenance and cleaning of these things will be done till October, 2020.
13. That purchaser has seen all the permissions/approvals and is satisfied by them. After sell if any Govt. permission/approvals/regularization are needed to be taken from Govt. authorities, depending upon government policies, purchaser will complete the formalities on his/her own and all the expenses will be borne by the purchaser. Purchaser will not claim said expenses from the seller.
14. That the stamp duty, registration fees/society charges and other charges/expenses etc. required for preparation of sale deed and its execution and registration shall be born by the purchaser. In case any levy, or any other taxes whatever imposed by the state government, Central Government or any other agencies on sale of flats the same shall be payable by the purchaser for which seller shall not be responsible in any way.
15. In case the installments are not paid timely by the purchaser, the purchaser will pay interest @ 12% per annum to the seller but the delay will not be allowed beyond 30 days, in case of delay of more than 30 days, the deal will stand terminated, and in that case the seller will have the right to deduct Rs. 50,000/- (Rupees Fifty Thousand only) from the amount paid and refund the balance amount to the purchaser.
16. That the Bhopal courts alone shall have jurisdiction in all matters arising out of and/or concerning this transaction.
17. That the possession of said flat will be given to the seller by **possession Date** and in case of delay on the part of the seller, he will pay interest to the purchaser @ 12% for the period of delay beyond the control of the seller.
18. That the seller at his discretion can make minor alterations in flat with consultation of their Architect & Engineer to which purchaser shall have no objection and give his consent in writing.
19. Thus, the allotment can be cancelled on allotter committing breach of any of the terms of the allotment letter.
20. That notice sent at the address of the purchaser given above by Regd. Post A/D shall be deemed to have been duly served on the purchaser.

IN WITNESSES WHEREOF the herein have set and subscribed their respective hand's with their free will and eventually on the day and the year here in above mentioned.

Customer Name

Partner of M/S **AGRAWAL BUILDERS & COLONIZERS CO.**
(SELLER)

WITNESSES:-

1)

Customer Name
(PURCHASER)

2)

Customer Name