



ALLOTMENT CUM AGREEMENT FOR SALE

This agreement to sale cum Allotment is made and executed here at ALIGARH on this Day of 26th January 2015, by and between:-

M/S.V P INFRATECH, a partnership firm register under the registrar of firms, with their Registered Office at Swaran Jyanti Nagar, Kayam Pur Morh, Aligarh-202001, Uttar Pradesh hereinafter called the

"PROMOTERS" (which expression shall, unless it be repugnant to the context or meaning Thereof, be deemed to mean and include their successors, executors, administrators and Assigns) (Firm Registration No.AG-12405, PAN No.-AALFV3714H)

AND

Mr. ROHIT AGRAWAL, S/O Yogendra Kumar Agrawal, Aged about 30 years, Permanently resident of House No. 362, Samarth Sadan, Manik Chowk, Aligarh-202001, Uttar Pradesh hereinafter called the

"ALLOTEE" (which expression shall, unless repugnant to the context or meaning thereof, Be deemed to include his/her heirs, executors, administrators, successors-in-interest and Permitted an assigns) (PAN No.AEYPA9576K)

The Promoter and Allottee shall hereinafter collectively be referred to as the **"Parties"** And individually as a **"Party"**.

WHEREAS:

A. Promoter is the absolute and lawful owner of said Land which is earmarked for the Purpose of development of a residential project, and shall be known as **"LA-VISTA HEIGHTS,"** consisting of **"A & B" Blocks**, herein after known as the **"said project."**

Rohit Agrawal
27/1/15

Anubha
27/1/15

B. Promoters are carrying on construction work on the land situated at Kayam Pur Morh, Quarsi Bypass, Swaran Jayanti Nagar, Aligarh and whereas, the said allottee after examining Various documents of title and the approved plan of the said building and the terms and Conditions laid down by the Promoters for allotting the apartments, the allottee has Agreed to purchase and the Promoters have agreed to allot the apartment No.406 (Four Hundred Six) on 4th (Fourth) Floor of Block – B (hereinafter referred to as the said unit) in the said project for a total sum of **Approx Rs. 40,00,000/- (Inclusive of all Taxes and other Charges)** on the terms and conditions mentioned here under.

C. Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. That the allottee hereby expressly agrees and conveys that the allottee is purchasing the said unit with full knowledge and subject to all the laws/notifications and rules applicable to this area in general and particularly the title and the interest of the promoters about this project, which have been explained by the Promoters and has been understood by the allottee including all the specifications, drawing, designs, and quality of material, limitations and obligations in respect thereof and the allottee further agree to strictly abide by the rules/ Conditions of the Promoters.

E. Aligarh Development Authority (A.D.A.), has granted the building permission *vide* Approval No. 1405/DS/File No. 1345/15 (2013-14).

F. In all the different Phases, Promoters are constructing the project having different towers, A & B only. The first phase consists of B tower and Second Phase consist of A tower.

G. Allottee had applied for an apartment in the Project and has been allotted apartment No. B-406, Type C having Super area of 2209 square feet in the B tower as permissible under the applicable law. (Hereinafter referred to as the said unit)

H. Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations.

I. Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

TERMS:

1. Subject to the terms & conditions as detailed in this Agreement, the allottee hereby agrees to pay to the Promoters a total sum of Rs. **40,00,000/ (Rupees Forty Lakhs only)** towards said Unit No. B- 406. On Residential Floor of Block B, inclusive of all the other

Rehman
27/1/15

Aneesh
27/1/15

charges payable as mentioned hereinafter and on the terms & condition to be observed and performed by the parties as stated hereinafter, the Promoters shall sell and transfer to the allottee, the said unit, which is more clearly mentioned in the schedule hereto free from all encumbrances, charges and demands. That the allottee has already paid Rs. 5,00,000/ (Rupees Five Lakhs Only) Vide Cheque No.880384 at the time of execution of this allotment and the allottee shall now pay the remaining amount in future when demanded in a Construction Linked Plan.

2. The Promoter shall periodically intimate in writing to the Allottee, the amount payable and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
3. That it is further agreed between the parties that none of the services provided by the Promoters in the entire project, "LA-VISTA HEIGHTS" or to its various blocks or for the individual units are free of cost/charge. Besides the cost of the unit and the aforesaid charges the allottee expressly agrees to pay all such fee /charges and /or monthly maintenance charges for all such facilities provided / to be provided by the Promoters therein. The allottee hereby further agrees with the Promoters that their decision about fixing such charges for all the facilities / amenities shall be final and binding on him /her. The allottee further agrees to pay on demand to the Promoters, the amount/charges for any additional service/facilities if any provided by the Promoters in future.
4. That the allottee hereby agrees to pay, as and when demanded by the Promoters, the stamp duty, registration charges, and all other incidental and legal expenses towards service charges for execution and registration of sale deed of the unit, which shall be executed and got registered after receipt of full price, other due charges and expenses from the allottee in respect of the unit allotted.
5. That in case the allottee desires to avail loan, to meet the installments, from any housing loan agency, financial institution, employer, with or without the assistance of the Promoters and if such loan disbursement gets delayed due to any reason whatsoever, then all delayed payments shall be responsibility of Allottee.
6. That commencing a fortnight after intimation is given by the Promoters that the unit is ready for occupation, the allottee shall be liable to pay all his dues.
7. That the commencing a fortnight after notice is given by the Promoters that the said unit is ready for use and occupation, the allottee shall be liable to bear and pay all cess, electricity bills and other tax, charges for outgoing payable in respect of the said unit.
8. That in case the allottee desires to cancel the said allotment then amount(s), if any, paid over and above the earnest money shall be refunded but only after the said unit has been re-allotted and equivalent amount is received from such re allotment. That it has

[Handwritten Signature]
27/1/15

[Handwritten Signature]
27/1/15

been expressly agreed between the parties that in case allottee fails to make the payment of installments, the Promoters shall have a legal right to recover their aforesaid charges by sale of the unit to any other person at the risk and cost of the allottee.

9. That all common roads, gardens, open/common parking areas, buildings, sheds and all other facilities etc. and the furniture and equipment provided thereupon or therein are and will always remain the sole and exclusive property of the owners/Promoters and no right of ownership, management, development etc. will be passed on to the allottee. The use of such and/buildings/articles etc. will be allowed to the allottee in accordance with the terms and condition and subject to special charges, as prescribed by the Promoters only. The allottee individually or jointly shall raise no claim/objection over these.

10. The Allottee is aware that apartments are being allotted to various persons under terms and conditions mentioned in this letter. The Allottee(s) agrees allottee will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to Allottee (s) of other apartments or to crowdthe passages to use it for any illegal or immoral purpose. The Allottee (s) shall not store anyhazardous or polluting articles/substances in the said apartment.

11. The Allottee (s) shall not be entitled to fragment/ subdivide/ extend or carry out Structural design or lay out changes to the apartment or amalgamate it with any other apartment or to make any addition/alteration, which will endanger the life of fellow residents without prior written permission of the civic authorities & the Promoters.

12. That the terrace/roof of the entire buildings in the said project including the one over this unit block mentioned in the schedule hereto shall be the exclusive property of the Promoters only and no owners of any of the units, individually or jointly, shall have any rights or claims on the terraces of this or any other buildings in full or part. The Promoters however reserves the right to construct upon the terraces whenever any new rules permit the same. The allottee shall not raise any objection for any activity if undertaken by the Promoters in future.

13. That the allottee further agrees that the application form and allotment letter shall be read as a part of this allotment and all terms and conditions mentioned therein, shall also remain binding on the allottee.

14. That the allottee hereby agrees that he will take no dues certificate from the Promoters before sale / transfer of the unit to third party, so as to maintain the record & also for the Safety / Security of the complex.

15. That considering the nature of work involved, if the completion of the unit is reasonably delayed due to unforeseen reasons or due to shortage of raw materials, steel, cement, etc., then the allottee shall not claim any interest whatsoever. The allottee agrees that the sale ofthe unit is subject to force major clause.

Rohit Singh
27/1/15

Anubh
27/1/15

16. That it shall be the responsibility of the allottee to inform the Promoters by registered AD.letter/UPC. about any change in his/her address other than the one mentioned in this allotment. All demand notices and letters posted at the first registered address will be deemed to have been received at the time when those should ordinarily reach such address and the allottee shall be responsible for any default in payment and other consequences that might occur there from.
17. That the allottee hereby agrees to pay his proportionate share towards cost, charges, expenses Municipal Corporation taxes to Aligarh Nagar Nigam/A.D.A., to collectorate or any other Government / semi Government body whenever & however it is levied.
18. It is agreed that in case any structural defect is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
19. The Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
20. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.
21. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, 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 subject to Jurisdiction of Aligarh Court.

IN WITNESS WHEREOF, parties hereinabove named have signed this Agreement for Sale at, ALIGARH in the presence of attesting witness, signing as such on the day first above written.

Robt Ahmad
27/1/15

Alal
27/1/15

SCHEDULE-A

All that the property known as a residential unit bearing No. 406 situated on 04th Floor of Block B, Type C of the building popularly known as "LA VISTA HEIGHTS" situated at Kayampur Morh, Swarn Jayanti Nagar Aligarh.

In Witness whereof the parties have signed on this allotment cum agreement deed on 27th day of January 2015 noted above in presence of witnesses.

Rohit Agrawal
27/1/15
(ALLOTEE)

Arvind
27/1/15
(FOR VP INFRATECH)

Witnesses-

रामनाथ गोयल
(Signature)

1. Name- RAMNATH GOYAL
2. Age- 60 YEARS

Neelam Agrawal
(Signature)

1. Name- NEELAM AGRAWAL
2. Age- 58 YEARS



बुक नं. 13

क्रमांक 33

कार्यालय अलीगढ़ विकास प्राधिकरण, अलीगढ़

(उ0प्र0 नगर एवं विकास अधिनियम 1973 की धारा 15 (3) के अन्तर्गत)

भवन निर्माण स्वीकृति पत्र

संख्या..... 1405/दि०एस०/पत्रावली सं० 1345/15(2018-14) दिनांक..... 23/11/18

श्री/श्रीमती/कुमारी..... इशियास खोचरी पुत्र/पत्नी/पुत्री श्री..... दाजी बाबाजी अलीगढ़ को निम्न

निवासी मोहल्ला..... निर्माण स्थल:..... अलीगढ़ को निम्न शर्तों के अधीन स्वीकृति प्रदान की जाती है: कार्यालय, अलीगढ़

1. निर्माण कार्य स्वीकृति मानचित्र के अनुसार किया जायेगा। कटे हुए भाग पर निर्माण अमान्य है।
2. निर्माणित का कोई भी भाग सरकार अथवा नगर पालिका की भूमि का अतिक्रमण कर नहीं किया जायेगा और न वह उस पर प्रोजेक्ट करेगा।
3. निर्माण की अनुज्ञा प्राप्त करने के पश्चात् कार्य की प्रगति के संबंध में अनुज्ञा प्राप्तकर्ता प्राधिकरण को निर्माण की प्रगति के बारे में निम्नांकित सूचना देगा :
 - (क) निर्माण प्रारम्भ करने के तिथि।
 - (ख) भवन निर्माणकर्ता का यह दायित्व होगा कि निर्माण प्रारम्भ करने के प्रत्येक 15 दिन के बाद प्राधिकरण स्टाफ से स्थान निर्माण की जाँच करवाये।
 - (ग) स्वीकृति नक्शे के अनुसार निर्माण पूर्ण हो जाने पर गृह प्रवेश के पूर्व प्राधिकरण को सूचित करेगा।
4. मानचित्र में जो भाग गिराये जाने हेतु दर्शाया गया है, पहले उसे गिराएगा, उसके बाद नया निर्माण प्रारम्भ करेगा।
5. दी गई अनुज्ञा 5 वर्ष के लिए मान्य होगी तथा इस अवधि में यदि निर्माण पूर्ण नहीं होता है तो 1-1 वर्ष के लिए 3 समय वृद्धियाँ प्रदत्त की जायेगी, परन्तु यह वृद्धि उक्त समय के लिए लागू नियमों के अधीन होगी। स्वीकृति अवधि के पश्चात किया गया निर्माण, अवैध समझा जायेगा।
6. जो भाग गिराया जाना है, उसकी मरम्मत नहीं की जायेगी।
7. कोई भी नई बनाई/पुनः बनाई गई या रद्दोबदल की गई इमारत के पूर्ण भाग/किसी भी भाग में उक्त समय तक रहने की अनुमति नहीं होगी, जब तक ऐसा करने के लिए प्राधिकारी द्वारा प्रमाण-पत्र न दिया जाये, जिसमें यह लिखा हो कि इमारत सब प्रकार की उपविधियों की पूर्ति करती है और यह रहने योग्य है।
8. निर्माण का उपयोग केवल उसी रूप में किया जायेगा कि जिस हेतु स्वीकृति प्रदान की गई है।
9. मू-स्वामित्व तय करने का उत्तरदायित्व विकास प्राधिकरण का नहीं होगा। विवाद होने पर संबंधित पक्ष दीवानी न्यायालय में स्वामित्व तय करवेंगे।
10. यह स्वीकृति प्रार्थी द्वारा प्रस्तुत सूचनार्थ अभिलेखों के आधार पर दी जा रही है। प्रस्तुत सूचना आदि के गलत होने पर मानचित्र निरस्त माना जायेगा।
11. उपरोक्त निर्माण इण्डियन इलेक्ट्रिक सिटी रूल 1958 के नियम 79 व 80 के अनुसार किया जायेगा, और इस संबंध में पूरी जिम्मेदारी निर्माणकर्ता की होगी।
12. प्रत्येक 100 वर्ग मी० भूखण्ड के क्षेत्रफल पर 2 वृक्ष लगाने होंगे।
13. रूफ टॉप रेन वाटर हार्वेस्टिंग का प्राविधान करना होगा।
14. नगर भूमि सीमारोपण से संबंधित किसी भी प्रकार के विवाद का दायित्व प्राधिकरण का नहीं होगा।
15. बहुमंजिली इमारतों अथवा ऐसी इमारतों जिनमें फायर बिग्रेड के अनापत्ति प्रमाण-पत्र की आवश्यकता होती है, में फायर बिग्रेड की लगाई गई शर्तों का अनुपालन भवन निर्माणकर्ता द्वारा सुनिश्चित किया जायेगा। ऐसे भवनों में शमन किए जाने की स्थिति में आपको पूर्णता प्रमाण-पत्र प्राप्त किये जाने की स्थिति में फायर बिग्रेड से अनापत्ति आवश्यक होगी।
16. निर्माण पूर्ण हो जाने के उपरान्त निर्माणकर्ता द्वारा प्राधिकरण से पूर्णता प्रमाण-पत्र प्राप्त किया जायेगा।
17. यदि निर्माण अन्य राजकीय कार्यालयों के अनापत्ति प्रमाण-पत्र के उपरान्त स्वीकृत किया गया है तो ऐसी स्थिति में ऐसे समय राजकीय कार्यालयों द्वारा लगाई गई शर्तों के अधीन, स्थल पर निर्माण किया जायेगा।
18. शासन द्वारा अधिग्रहीत की गयी भूमि पर स्वीकृति स्वतः निरस्त मानी जायेगी।
19. प्रार्थी के द्वारा कुल देयताएं रु..... 25,50,000 = 25 लाख 50 हजार 000 (रु. शब्दों में)..... पंचास लाख 25 हजार 000 प्राधिकरण कोष में जमा कर दी गयी है।
20. फ्लाइंग आधारित उत्पादों का उपयोग आवश्यक है।
21. अवर अभियन्ता श्री..... सहायक अभियन्ता/स.न.नियोजक श्री..... एवं अधिरासी अभियन्ता श्री..... को इस आशय से प्रेषित कि निर्माण अनियमित न होने पाये।
22. भवन निर्माण मू-कम्परोधी होगा एवं नेशनल बिल्डिंग कोड में दिये गये प्राविधानों के अनुरूप करना होगा।

23. इमारत नं० 25, 50, 1, 677-07 12-02-5-16 अथवा रु 24,16,300 रु. दिनांक 2-8-15 तथा हवीय
 इमारत नं० 25, 50, 1, 677-07 2-1-15 का जमा जाला होगा।
 अलीगढ़ विकास प्राधिकरण, अलीगढ़।
 सचिव/उपाध्यक्ष

DATE: 27/1/15

To whom it may concern

This is to inform you that a residential Flat no B-406 in block B in LA-VISTA Height situated at kyampur morh qwarsi bye pass swarn jayanti nagar Aligarh is booked in name of Shri Rohit Agrawal s/o Shri Yogendra kumar Agrawal Resident of Samarth Sadan Manik Chowk Aligarh by V.P.Infratech(Firm registration no is AG-12405 PAN CARD no is AALFV3714H) of approximate value of 40 (forty)Lac .

In part payment sum of Rs 5,00,000 (five lac) only is received vide cheque no 880384 of S.B.I bank dated 27-1-2015

For V.P. Infratech
Viled 27/1/15
Partner

See Attached
Rohit Agrawal

SWARN JAYANTI NAGAR,
KAYAMPUR MORH, ALIGARH -202001 (U.P.)
MOB.: 09412275307, 08191863786, 08937000007
e-mail :info@vpinfratech.com www.vpinfratech.com

PAYMENT RECEIPT

VP INFRATECH

SWARN JAYANTI NAGAR, KAYAMPUR MORH, ALIGARH -202001 (U.P.)

WWW.VPINFRATECH.COM



WE DELIVER DREAM HOMES

Receipt No. 29

Dated: 27/1/15

Received with thank from... Shri Rohit Agrawal S/o Shri Yogendra Kumar Agrawal

a sum of Rs. Five lac only.

by cash / cheque / D.D. No. 080384 Dt. 27/1/15

drawn at..... bank name S.B.I

as an installment / full payment against allocation of flat... no - B-406

Rs. 500,000/-

For, VP INFRATECH

Auth. Signatory

Note : Receipt is Valid Subject to Realization Cheque / D.D.

Signature of Receiver

Original : White Duplicate : Yellow Triplicate : Pink

scanned by Rohit Agrawal