



1st Floor Radha Market  
49/82, Naughara-Kanpur  
Mob. : 7007710121  
cashcons@gmail.com  
parvarishh.com

## ALLOTMENT LETTER

To,

Date: .....

Mr/Mrs.....

S/o D/o / W/o .....

R/o:-.....

Sub:- Agreement Regarding Provisional Allotment of **Plot no. ....**, in the residential project namely "**KAILASH NILAY**" at **ARAZI No. 2061,2062,2063,2064 KHYORA KATRI Kanpur-208002**

Dear Sir,

This has reference to your (hereinafter referred to as the allottee) application dated ..... submitted to **PARVARISH TEX PRODUCT PVT LTD** (hereinafter referred to as the promoter) for the Provisional Allotment of plot no ..... in Block ..... in the above residential Complex. The term allottee and the promoter shall be deemed to include their/his executors and assignees etc. unless the subject or context requires otherwise.

And whereas the promoter is the owner of arazi no **2061,2062,2063,2064 khyora katri, Kanpur**, accordingly submitted above mentioned layout to the Kanpur Development Authority for its sanction and started the development of the complex thereafter, to construct residential layout on the aforesaid arazis and to deal with same by way of Provisional Allotment, sale etc. of the various Plots/rowhouses.

Whereas the allottee has seen/examined the relevant records regarding ownership of the plot/premises and entitlement of the promoter to construct and make its Provisional Allotment and the allottee is fully satisfied herewith.

And whereas the promoter has given out that there shall be several PLOTS/ROWHOUSES each self sufficient and independent in the complex with some common facilities and amenities, the promoter would bind all the allottees of the plots/rowhouses in the said complex to enjoy, observe & perform the said facilities and common amenities

And whereas the promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kanpur under registration no UPRERAPRJ16628 under the Real Estate (Regulation and Development) Act, 2016.



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NOW THIS AGREEMENT FOR PROVISIONAL ALLOTMENT WITNESSETH AS FOLLOWS:-

That the promoter has agreed to sell and the allottee agrees to purchase **plot no .....** **In Block .....** in **KAILASH NILAY** at **arazi No. 2061,2062,2063,2064 khyora katri, Kanpur** with an approximate plot area admeasuring ..... **SQ .MT.** for a sum of Rs .....00 (**Rs. ....** .....**Only**) excluding **ANY TAXES AS APPLICABLE FROM TIME TO TIME** (if it is further exceeded or any other taxes are imposed by the government, the same shall be payable separately by the allottee), subject to the following terms and conditions and stipulations namely:-

1. That if the allottee is female or wherever the allottee is a joint stock company, corporate body or a firm or an association of person, the expression He, Him, His, Himself etc. in this agreement in relation to the allotted shall be deemed as modified and read suitably.

Wherever there is more than one allottee in the agreement it shall be construed as including each of such allottees their heirs/executors/assignees etc.

2. (a) That the agreed sale price does not sets any precedent for other or adjoining plot in same campus. That the allottee having inspected and seen the plans, designs and specification and has approved the same and further agrees that the promoter may make such variations, additions alterations etc. Therein as it may/be required either by the promoter for the betterment of Project or by any local authority or body from the Government agency in respect of Project and the allottee hereby irrevocable gives his consent for such variations, alterations, additions etc. That the allotted plot shall always be treated as one residential unit for electric connections, Bdg approvals from local authority, Nagar nigam for mutation, society etc.

(b) That allottee has been made aware that the said allotment is only for sale of plot as such there is no GST applicable on this transaction as on date of this allotment, but allottee shall be liable to pay any taxes if in case levied before registry by state or central government even those of retrospective nature. No additional cost for common facilities has been charged in agreed price.

3. That in case the promoter for any reason other than those mentioned in clause 6 below is not able to make available the aforesaid allotted plot in that case allottee shall accept alternative plot offered by the promoter. However, in case the promoter is unable to offer any other plot in the residential complex he shall be liable to refund the actual amount received from the allottee with interest (as per applicable laws) excluding brokerage other govt taxes paid on particular allotment without any claim or damages.

4. That subject to the other clause hereinafter the allottee shall pay the balance amount of Rs .....00. in the following manners: -



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5. That the promoter shall complete the proposed plot and hand over the possession of the plot to the allottee after getting full and final payment timely. The period shall be excluded if the promoter does not complete the allotted plot due to natural calamity, non-availability of material item, changes in policy of government agency or local authority or any other causes beyond the control of promoter in that case no claim of damages and compensation shall lie against the promoter.
6. That in case of any supervening like acquisition or any other decision of the government or local authority the promoter is unable to complete the plot the allottee will remain obliged to make payment to the promoter proportionate amount to the extent of the completion thereof as may be certified by the architect of the promoter and decision so made shall be final. However, the allottee shall be entitled to the transfer of the rights of the promoter in the plot in his favour and also shall be entitled to receive any compensation awarded therefore.
7. That if the promoter is not able to complete the commitments under this agreement for any reasons the allottee shall make payment for the work done as may be certified by the architect of the promoter whose decision shall be final. That if the allottee causes any breach in remaining payment as mentioned in para 4 of this agreement, promoter after giving one month notice shall be entitled to cancel the Provisional Allotment and refund the deposited amount after deducting booking amount of the plot and brokerage if any and other taxes paid in proportion to the allotted plot.
- 8(a). That notwithstanding any event mentioned in clause 6 occurs even the promoter continues with its work in relation to the plot the terms and condition of this agreement will continue to apply with full force. That the allottee is not entitled to transfer /encumber his rights in this agreement till full and final payment is made for plot concerned (subject to para 04 of this agreement) and transferee shall be bound by the terms of this agreement in all respects. However, the allottee may seek financial assistance from bank or other government institutions to pay cost of the PLOT concerned at there own cost.
- b) That in case the Allottee (s) wants to avail of a loan facility from his employer or any Bank/Financial Institution/Agency to facilitate the purchase of the said plot, the Company shall facilitate to process subject to the following:
  - (i) The terms of the financing agency shall be exclusively binding and applicable upon the Allottee(s) only.
  - (ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment plan will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason, whatsoever, the timely payment to the company, as per the payment plan, shall be ensured by the Allottee(s).



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### SCHEDULE OF PAYMENT

#### SALE PRICE

GROSS SALE PRICE INR.....  
OTHERS ADD OR LESS NATURE(.....) (+) (-) INR.....  
Nett. Sale Price ..... INR.....  
Advance paid vide chno..... bank..... INR.....  
Branch.....

Rs..... installment monthly/quarterly up to .....month.....year. any other govt taxes payable must be paid with installment.

Interest payable as per UPRERA Act SBI PLR + 2% on late payment. Due date of installment shall be 5th of every month/quarter (first month of beginning of quarter).

#### Other charges payable

- Rs.2,00,000 (two lac only) towards Campus development corpus before registry
- KESCO bulk load release , supervision ,security charge, system loading charge payable before registry in proportionate ratio .
- T.D.S @1% must be deducted on every instalment incase of sale price Rs.50 lac or more.
- Nagar Nigam, Jalkal as and when applicable.
- Maintenance as per para No. 9 (b) and 23

"Installment shall always constitute of Sale price , Interest ,other taxes (if any)."

In case of default in the payment of any two successive instalments , the promoter shall have right to cancel the provisional allotment by giving 30 days notice and thereafter will be free to book / sale of the said plot after refunding the balance amount subject to forfeiting of booking amount with brokerage and any taxes paid on entire transaction till date of cancellation and allottee shall have no right to make any claim whatsoever.

In any case full and final payment is to be made up to .....month..... ..year, which is the tentative date of completion of the Unit.

#### DETAILS OF RESIDENTIAL PLOT/UNIT ALLOTTED

PLOT NO..... IN BLOCK ..... ON PLOT MEASURING .....SQ MTR

BOUNDARIES

NORTH  
SOUTH  
EAST  
WEST



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- (iii) In case of default in repayment of dues of the financing agency by the Allottee(s), the Allottee(s) authorizes the company on its sole option to cancel the allotment of the said plot and repay the amount received till that date, after deduction of booking amount plus brokerage and any other taxes paid till date directly to the financing agency on receipt of such request from financing agency without any reference to the Allottee(s), the balance amount if any to the Bank will be paid by the allottee at its end.

- 09.(a) Since the property as on date of allotment doesn't comes under Nagar nigam or Jalkal Vibhag Kanpur, sales consideration doesn't includes expenses payable to both departments as and when the property comes under both departments will be separately payable as and when asked by promoter.

That all the property or other taxes whether levied/leviable on the plot to the above departments before or from the date of Possession shall be borne by the allottee.

- (b) That allottee shall also be bound to become member of Association/ Society, for maintenance of the campus, formed by the Promoter who shall also be entitled to make contract with any agency or so as the case may be for maintenance, in this regard the promoter shall be the sole arbitrator and in case of any dispute his decision shall be final and binding on the members of the society and also on occupiers of the plot / building.

That the allottee shall be liable to pay RS.2,00,000 (two lac only) towards campus development corpus before execution of sale deed to promoter, such fund shall be handed over to society as and when formed after completion of plots / campus / Rowhouses by promoter without interest. Till then Promoter shall maintain campus. Moreover the allottee shall be liable to pay monthly maintenance charges on regular basis weather the allottee is staying or not w.e.f. date of offer for execution of sale deed.

In case of default of payment of maintenance charges with in 1<sup>st</sup> week of every English calendar month interest shall be charged as per applicable laws up to 3 months. If even then maintenance charges are not paid, the society (in absence of society) promoter shall have right to withdraw and deny all facilities common and to the concerned plot and the plot owner/occupier shall have no right to get the facilities resorted/mentioned above till he /she make all the dues clear.

- (c) That the allottee will get electric meter from relevant department at there own cost. That cost of security and bulk load charge, supervision charge, security deposit, system loading charges shall be born by the allottee in proportionate ratio and paid as and when asked by promoter

- (d) That the Sale consideration is exclusive of any taxes as applicable from time to time, if it is further exceeded or any other taxes are levied, the same shall be paid separately by the Allottee as and when imposed and demanded by Promoter failing which the allottee shall be liable for interest and damages.



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- had been charged for common facilities.
8. Additional cost for facilities-NIL
  9. Applicability of Law- Arbitration and reconciliation Act
  10. ANNEXURE PLOT PLAN
  11. No one shall be entitled to make any encroachment on the common places/space, or cause disturbance/interference in the peaceful enjoyment of common facilities and amenities by other plot owners/occupiers.

Note- If any of the provisions are contrary to the existing law, same shall be read in accordance of present provisions of law

Your's Faithfully,

**For PARVARISH TEX PRODUCT PVT LTD**

**Managing Director / Director**

"I hereby declare that value of residential plot mutually decided between promoter and me/us is exclusively for purchase of residential unit. I further declare that sale consideration does not include any amount for preferential location having any extra advantage, G.S.T, maintenance corpus, Kesco meter and installation charges and any other municipal, state, central taxes".

I/we hereby accept the Provisional Allotment on the conditions mentioned hereinabove.

Signature of the Allottee

Witnesses:-

1. Name:

S/o/W/o/D/o:

Address:

Occupation:

2. Name:

S/o/W/o/D/o:

Address:

Occupation:

**OTHER IMPORTANT POINTS AGREED UPON**



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- (e) That all the municipal taxes, water, sewerage charges, maintenance charges etc. shall be paid by allottee from the date of notification of completion of plot or before if asked by relevant govt. department.
- 10(a) That the allottee shall be liable to pay all expenses for preparation of legal documents including stamp duty and registration charges/expenses there-to in relation to the concerned plot as may be intimated to the allottee by the promoter.
- (b) That the allottee shall also get the Agreement to Sell registered, after payment of 10% of total sale consideration, at his own convenience and expenses, fail to get the same shall be responsibility of the allottee who shall be bound to pay the installments as agreed.
11. That the allottee shall be entitled of the possession of the plot only after execution of sale deed on standard deed format provided by promoter through promoters legal firm only at allottees own expenses.
12. That after handing over the possession of the plot to the allottee any addition or alteration in the said complex is required to be carried out by the government or local authority the same shall be carried out by the allottee in co-operation of the other plot owners in the said residential complex at their own cost, after sanction of the plan, and the promoter shall not be liable for the same.
13. The promoter (in case of development in the adjacent land), shall have unfettered right to use the common area and facilities of this Phase of the Project for egress and ingress the occupants of the subsequent phase to be developed in the adjoining land, for which the allottee hereby have consented to the promoter, as such subsequently form R.W.A. will adhere and abide the said commitment of the allottee and no further consent by the promoter form subsequently formed R.W.A. shall be required.
14. That the lawns and all other common areas shall not be used for conducting any personal functions such as marriages, parties, get together of any kind etc. All common areas including garden, roads, transformer/generator areas will never be used for any construction or any such activity that may cause obstruction /hindrance/nuisance to the society as a whole.
15. A single/numbered parking space will be demarcated on internal road to maintain order , which shall be used exclusively for parking only and in no circumstances any other purpose and never shall any temporary or permanent structure shall allowed to be raised on or over the demarcated space for parking. Parking space will remain part of the common road and non-transferable and non sellable. In no way does this gives ownership right of the said space to the Plot.



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16. That it is made clear that the said Plot is only and shall always be used, for residential purposes. The Allottee(s) shall not carryout any commercial /professional activities nor will use the same for any other purposes which may or is likely to cause nuisance or annoyance to other occupiers or for any illegal or immoral purposes or to do or to suffer anything to be done in or about the said property or in any manner interfere with the use of space, passage or amenities available for common use
17. That upon completion of the plot and on receipt of full consideration and any other dues the promoter shall complete the sale by affecting the conveyance of the plot to the allottee in such manner as may be permissible at the expenses of allottee.
18. (a). Incase of plots it will be must to get approval from Kanpur development authority and construct as per byelaws without effecting structure of adjoining plot at there own cost.
- (b). Basement shall not be permitted at any cost. That the allottee shall abide by all laws, rules and regulations of the Kanpur Development Authority /local bodies and. for all deviations/violations or breach of any of the condition of the rules and regulations in future from the date of possession.
- (c). It will be must to maintain keep elevation unchanged so as to maintain uniformity of the campus. Elevation has to be as per row houses in block A.
- (d). number of floors will never be allowed to exceed than 3 including ground floor.
- (e). Each Unit /Plot shall always be treated as one single residential unit & charges payable accordingly. In no case more than one unit shall be allowed in a single plot.
- (f). The allottee will make adequate provisions for flowing of the terrace water through rain water harvesting line only, however the water excess of kitchen and sewage through sewer line only provided in each plot.
- (g). Allottee shall be liable for any damages to near by plots and campus infrastructure caused during construction on there Plot or sewage /rain water line connection.

Further constructions shall only be permitted after payment of such damages value of which shall be



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determined by promoter.

19. That all the letters, receipts and/notice issued by the promoter or its nominees and dispatched under certificate of posting to the last address known to the promoter shall be sufficient proof of receipt of the same by allottee and shall fully and affectively discharge the promoter or its nominee.
20. That the terms and conditions agreed to herein by the allottee shall be binding on the occupier also.
21. That any dispute arising out of this agreement shall be subject to the jurisdiction to the Kanpur territory only and it will be resolved through arbitrator nominated by promoter.
22. That if the allottee cancels the booking of the plot before possession the promoter will have right to forfeit booking amount and BROKERAGE ,other taxes IF ANY paid on the plot from the deposited amount and refund the remaining without any interest or damages.
23. That the allottee shall get the sale deed executed in his favor within 1 (one) months from the date of offer for execution of saledeed at its own cost, failing which promoter shall not be liable for any statutory violation and the allottee will be liable to pay monthly maintainence charges.
24. That the Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws

The Promoter has shown all the papers related to either of the Land, right to develop and construct, right to sell, right to receive advance money, right to enter into agreement and has also explained the terms and conditions for payment of Sale Consideration, the allottee has seen, examined and is fully satisfied in relation to the following details herein given as under-

1. Name of the Project- KAILASH NILAY
2. Land's Title-by virtue of SALEDEED.
3. Sanction of Map-Vide no41/626/bhavan/17-18 dt:20-6-18 permit no:-626/bhav.17-18 dated 19-6-18
4. Date of commencement of Project- Phase 1 - 01-07-2017
5. Date of Completion of Project- Phase 1- 31-12-2019
6. Nature of Construction- Plots
7. Common Facilities-Boundary Wall, Gate for entry and exit, water lines, severage lines, common road, , Bore well, Common area lighting,kids pool,facilities building with Gym,badminton court, generator ,security system, STP, Lawn, CCTV, Transformer (450 KVA), RWH.No additional cost