



APPLICATION FOR ALLOTMENT

To,

Dated...../.....

M/S PARVARISH TEX PRODUCT PVT LTD
49/82 NAUGHARA KANPUR.
Rera Website: - www.up-rera.in

Dear Sir/Madam

I/We apply for registration of a plot/Row no in Block Size..... sq.mtr. Carpet Area (.....sq.ft.), in your project 'KAILASH NILAY:', RERA Registration No. , situated at Arazi no 2061.2062,2063,2064 khyora katri Kanpur 208002

I/We am/are enclosing herewith cheque no. /draft ... Dateddrawn on
..... Branch... for Rs./-
(Rupees.....)

This may please be treated as an advance

SOLE/FIRST APPLICANT DETAILS

Mr./Mrs/Ms

Son/Wife/Daughter of Mr./Mrs :.....

Date Of Birth :..... ..Marital Status :.....PAN No. :

Residential Address :.....

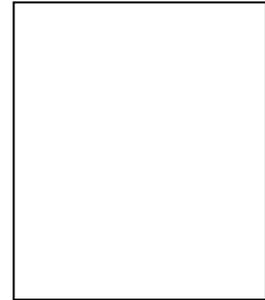
.....

Mobile :..... E-mail Id :

SECOND APPLICANT DETAILS

Mr./Mrs./Ms.....

Son/Daughter/wife of Mr./Mrs.....



Date Of Birth :.....

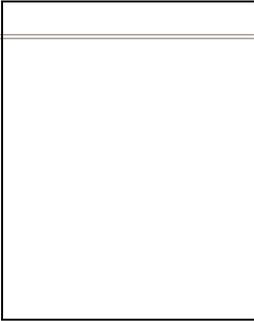
Marital Status :.....

PAN No. :.....

Residential Address

.....

Mobile :..... E-mail Id :.....



SOLE/FIRST APPLICANT

SECOND APPLICANT

.....

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DETAILS OF LOCAL CONTACT (POA HOLDER)

Mr/Mrs/Ms S/o/W/o:.....

Residential Address :.....

Mobile :..... E-mail Id :

I/We, the applicant (s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. I/We undertake to inform the Company of any change in me/our address or in my other particular/information, given above, till the booked property is registered in my/our name(s) falling which the particulars shall be deemed to be correct and the letters sent at the recorded address by the company shall be deemed to have been received by me/us.

IN CASE OF COMPANY

NAME –

PAN NO:-

DIRECTOR/AUTHORISED SIGNATORY:

DIN NO:-

REG OFFICE ADDRESS PROOF:

DIRECTOR ID PROOF

Documents required to be attached :-

1. ID Proof and PAN
2. Address Proof
3. 2 Passport size Photographs

On cancellation of allotment of Plot/Row house by applicant, the company shall :

- All taxes/expenses paid/ payable shall be deducted from advance money.

- The company shall refund advance money without any interest within 45 days after all the deductions through cheque

SOLE/FIRST APPLICANT

SECOND APPLICANT

.....

.....

TERMS AND CONDITIONS

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 allottee 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. 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 etc.

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 GST, Brokerage other govt taxes paid on particular allotment without any claim or damages.

Schedule of payment

SALE PRICE

GROSS SALE PRICE	INR.
OTHERS ADD OR LESS NATURE(.....) (-)	INR.
Advance paid	INR.

Rs. _____ installment per month up to2019 which is related to progress of construction of Project. GST any other govt taxes payable must be paid with installment

Other charges payable

;

- a..Rs.2,00,000 (two lac only) towards maintenance corpus before registry
- b.KESCO bulk load release,supervision,security charge payable before registry in proportionate ratio.
- c.T.D.S @1% must be deducted on every instalment incase of sale price Rs.50 lac or more.

Installment shall always constitute of Sale price,G.S.T,Interest (if any).

In case of default in the payment of any two successive installments, 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 apartment 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 to2019, which is the tentative date of completion of the Project.

DETAILS OF RESIDENTIAL PLOT/UNIT.

PLOT NO..... IN BLOCK ON PLOT MEASURINGSQ MTR

BOUNDARIES

NORTH FT WIDE INTERNAL ROAD
SOUTH
EAST
WEST

4. 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. However, expected time for allotted plot for the completion is 1 year and 6 months from the date of sanction of the plans of the layout or from the date of commencement of construction, whichever is later, 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.

5 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.

6 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 GST, brokerage if any and other taxes paid in proportion to the allotted plot.

7 (a). That notwithstanding any event mentioned in sub-clause 6 (a) 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).
- (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 GST ,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.

08.(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 or from the date of Possession shall be borne by the allottee.

8 (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.200000(two lac only) towards maintenance corpus before execution of sale deed to promoter, such fund shall be handed over to society as and when formed without interest. Moreover the allottee shall be liable to pay monthly maintenance charges on regular basis whether 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 within 1st 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.

08 C That the allottee will get electric connection from relevant department at their own cost. That cost of security and bulk load charge, supervision charge, security deposit shall be borne by the allottee in proportionate ratio and paid as and when asked by promoter

08D That the Sale consideration is exclusive of G.S.T 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.

08 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.

9. 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.

10 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, failure 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 to the possession of the plot only after execution of sale deed.

12 (a) If, the Applicant(s) brings to the notice of the Promoter any structural defect in the Unit within a period stipulated under the applicable laws, Parties agree and confirm that the decision of the

Project's Architect shall be final in deciding whether there is any actual structural defect in the Unit. After the Completion Time Period, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in this clause), the Promoter shall not be responsible for the cost of reinstating and/or repairing such damage caused by the Applicant(s) and the Applicant(s) alone shall be liable to rectify and reinstate the same at his/her/its/their own costs. Further, the Developer shall not be obliged to pay any compensation and/or rectify in case of the following :

- (a) Structural defects caused or attributable to the Allottee including by carrying out structural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purposes
- (b) Structural caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
- (c) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.
- (d) Structural defects occurring in the Unit or unit that has undergone civil renovations.

- (b) 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 give ownership right of the said space to the Plot.

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 carry out 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.

15 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.

16. a. In case 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 their own cost. 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.

b. It will be must to maintain keep elevation unchanged so as to maintain uniformity of the campus.

c. Each Unit /Plot shall always be treated as one single residential unit & charges payable accordingly.

d. 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.

17 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.

18 That the terms and conditions agreed to herein by the allottee shall be binding on the occupier also.

19. 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.

20. That if the allottee cancels the booking of the plot before possession the promoter will have right to forfeit booking amount and GST,BROKERGARE ,other taxes IF ANY paid on the plot from the deposited amount and refund the remaining without any interest or damages.

21. That the allottee shall get the sale deed executed in his favor within 1 (one) months from the date of possession at its own cost, failing which promoter shall not be liable for any statutory violation and the allottee will be liable to pay monthly maintenance charges.

22. 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