

Allotment Letter

Date _____

No. _____

First Applicant: _____

Co Applicant: _____

Mr. _____

Dear Sir/Madam,

This is in response to your application dated _____ for allotment of a unit in the project **Paloma-The Grandeur**. We are pleased to inform that you have been allotted Unit bearing No. _____ on _____ Floor, In Block/Tower _____, admeasuring _____ Sq. Ft. (Built Up Area) and _____ Sq. Ft. (Carpet Area) in Paloma-The Grandeur (Project Name), being developed at Freehold Plot no 11, 11-A, 12 & 13, Tilak Nagar, Opposite Emerald Garden, Kanpur, Uttar Pradesh.

The allotment of the unit is subject to the terms and conditions as contained in application form further subject to the terms of the agreement to sell to be entered by company with you.

For any clarification and assistance, you may visit our office at _____.
We would be happy to assist you, in this regard.

You are kindly requested to accept the allotment letter, by signing on the office copy of the allotment letter. You are also requested to quote the allotment number in all future communication with us.

Application Detail

Application No. _____

Allotted Unit Detail

Unit No. _____

Floor: _____

Block: _____

Category: _____

Warm Regards,

For Paloma Realty LLP

(Authorized Signatory)

Sale Consideration : Rs. _____/-
 Market Value : Rs. _____/-
 Stamp duty paid : Rs. _____/-
 Pargana : _____

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	: Residential
2.	Ward/Pargana	:
3.	Mohalla/Village	:
4.	Details of Property	Unit No. _____ (____) on the _____ (____) Floor in the _____ Block in the _____, _____, _____
5.	Standard of measurement	: Sq. meters
6.	Location Road	:
7.	Type of Property	: Unit
8.	Position	: Finished
9.	Carpet Area	: _____ Sq. Meters (in Words)
10.	Year of Construction	:
11.	Consideration	: Rs. _____/- (Rupees _____ Only)
12.	Boundaries	: EAST :

13.	NO OF PERSONS IN FIRST PART (1); NO OF PERSONS IN SECOND PART ();	
14.	Details of Seller Paloma Realty LLP, a Limited Liability Partnership firm having its Registered Office at 60/52, Nayaganj, Kanpur, Uttar Pradesh- 208001 represented by its Authorized Signatory Mr. _____	Details of PURCHASER(S) Mr. _____ S/o _____ R/o _____ <div style="text-align: right;">NO</div>

Paloma Realty LLP, a Limited Liability Partnership firm having its Registered Office at 60/52, Nayaganj, Kanpur, Uttar Pradesh- 208001 represented by its Authorized Signatory Mr. _____ duly authorised vide dated _____ (hereinafter referred to as the 'Seller' which expression unless repugnant to the context includes its successors, administrators, and assignees)

AND

Mr. _____ S/o _____ R/o _____
 (hereinafter called the 'Purchaser(s)' which expression shall mean and include their heirs, successors, administrators and assigns).

(The Seller and Purchaser as above are collectively known as the "Parties" and individually as "Party".)

WHEREAS

- a. The seller had purchased plot of land bearing Khasra/Plot No. _____ and _____ situated at village _____ Disstt. & Tehsil _____ vide registered sale deed dated _____ which is registered in the office of Sub-Registrar-II, (hereinafter referred to as the "project land");

developing a residential project in the name and style of "Paloma-The Grandeur", situated at Freehold Plot no 11, 11-A, 12 & 13, Tilak Nagar, Opposite Emerald Garden, Kanpur, Uttar Pradesh.

c. The Seller got constructed the building named "_____ " (hereinafter to as "the said building") identifying as _____, and _____ in pursuance of permit no. _____ dated _____;

d. The Purchaser(s) are satisfied by the title of the project land and is desirous of purchasing a Unit in the building known as _____, situated at Khāsra/plot Nos. _____ situated at village _____, Disstt. & Tehsil _____ at Village _____ having Carpet area measuring about _____ (in word) sq. meter more and fully detailed in the schedule attached hereto.

e. The Purchaser(s) acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser(s) and that the Purchaser(s) has relied on its own judgment and investigation in deciding to book an Unit in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects. Further the compensation of claim, if any, of the Purchaser(s) in respect of the Unit hereby sold shall be deemed to have been waived.

f. The Seller has accepted the request of the Purchaser(s) and has earmarked an Unit no. _____ having Carpet area of _____ Sq. ft., Built-up area of _____ Sq. ft., Super Built-up area of _____ Sq. ft. and exclusive balcony/verandah area of _____

staircase, lift, water and electrical arrangement and shall be hereinafter referred to as the "Said Unit" for Basic Sale Consideration subject to the terms and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. THAT in consideration of Rs. _____/- (Rupees _____ only) ("sale consideration") paid by the purchaser(s) to the Seller, the receipt whereof Seller hereby acknowledge. The Seller hereby sells, conveys, assigns and transfers by way of absolute sale all that Unit No. _____ (in word) on the _____ (in word) Floor in Tower- _____ in the project known as " _____ " built over a plot of land bearing _____ Khasra/Plot Nos. _____ situated at _____ village _____ measuring about _____ (in word) sq. meter carpet Area, morefully described in the **SCHEDULE OF PROPERTY** given at foot of this deed and Unit plan attached hereto in favour of the purchaser(s) to hold the same as absolute owners thereof, on the following terms and condition.
2. THAT the absolute right and interest with all easements only in respect of the property hereby sold shall vest in the purchaser(s) hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the purchaser(s) right of use and enjoyment of the property sold in any manner whatsoever. 'THAT' the property hereby sold is free from all sorts or encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller is pending in any court of law or with any authority.
3. 'THAT' the purchaser(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open

4. THAT the Seller has already got done the electric wiring and fittings in the demised premises and the electric points are provided in the demised premises by the Seller and other fittings like bulb, tube fittings, fans, coolers, air-conditioners etc. will be installed by the purchaser(s) and the same shall be exclusive property of the purchaser(s).
5. THAT the land on which the aforesaid Residential Units including the Unit hereby sold stands constructed shall be the common property of the purchaser(s) and the other Unit owner(s)/ purchaser(s) or their transferees, or assignees, etc. of the Units, situated on the ground, first and subsequent floors and the purchaser(s) shall get the proportionate right in the land.
6. THAT the purchaser(s) shall keep the Unit in good condition so as not to endanger, the safety of the Units on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force majeure conditions arises in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the purchaser(s) agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the carpet area of his/her/their Unit bears to the sum total carpet area of all the units existing at the time of the destruction, provide that the cost of the civil works of the units hereby sold a kin to the unit as existed at the time of destruction would be borne by the purchaser(s) of the respective Units. The purchaser(s) of the ground floor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of purchaser(s) as described hereinabove.
7. THAT after handing over the possession of the Unit to the Purchaser(s), till the formation of society, the _____ (Company name)/Authorised Agency will be maintaining the water main, sewer lines, common passages, lift, stair-case and other common facilities leading to ingress and egress of the Unit, the built-up area of which is hereby sold, and all respective purchaser(s) shall pay to the _____/Authorised Agency towards such maintenance

(IFMS) to the Seller.

9. THAT the purchaser(s) further agreed to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the Seller/Authorised Agency to the purchaser(s) and on default of the purchaser(s) or failing or neglecting or refusing to make Payments of the said maintenance charges, seller/Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the purchaser(s).
10. That the Seller will maintain the premises till the formation of Society is formed by the unit holders of _____.
11. That if the purchaser(s) fails or neglects or refuses to make payment of the aforesaid maintenance charges payable by the purchaser(s) under this deed, then the _____/Authorised Agency will be entitled to recover the same through Court of Law at the cost of the purchaser(s).
12. THAT before transfer of the said property either by purchaser(s) or any of their transferee(s), the purchaser(s) or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from the _____/Authorised Agency/ Society', who are maintaining the aforesaid building regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the purchaser(s) or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the _____/Authorised Agency/Society then in that event the new owner or owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the _____/Authorised Agency.
13. THAT the Unit hereby sold shall be used by the purchaser(s) for residential purposes and in no case, the purchaser(s) can change the same other than the residential purposes.
14. That the Seller hereby agrees and assures the purchaser(s) to help and assist the purchaser(s) in getting the Unit transferred/mutated in the relevant

on the basis of this sale deed.

15. THAT the purchaser(s) shall have no right to cover the balconies and terrace area of the attached Unit in any manner by making temporary or permanent construction or install any kind of instrument on the balconies grills and outer walls of the Unit.

16. THAT the Seller represent that they have absolute authority to transfer the property hereby sold and they have further represented that the said property is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the purchaser(s) is deprive of the property hereby conveyed or any part thereof on account of any defect in the title of the Seller if the purchaser(s) is put to any loss on this account then the purchaser(s) shall be entitled to recover from the Seller its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed together with interest and damages and if at any time hereinafter by reason of any defect or omission on the part of the Seller any person or persons make claims in the property hereby conveyed or any part thereof, then Seller hereby agrees to refund the whole amount of sale consideration along with damages to extent of right affected in the said property by any defect or default or omission of the Seller and to make good the loss suffered by the purchaser(s).

17. THAT in case any dues are outstanding against the Seller or its predecessors in interest in respect of property hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the Seller and not the purchaser(s).

18. THAT the purchaser(s) shall take his own electric connection from Electric supply undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The purchaser(s) shall obtain a "No Objection Certificate" from the seller for its purpose.

19. THAT the purchaser(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Unit by any authority or body or Govt. from time to time.

deed, whichever is earlier.

21. THAT the vacant possession of the property hereby sold has been delivered by the Seller to the purchaser(s) with all rights, privileges so far held and enjoyed by the Seller to hold and enjoy the same the purchaser(s) free from all sorts of encumbrances.

22. The seller shall be entitled to display signboards at the roof, on the exterior of the building, and common area and use such open, free space for brand promotion etc. The purchaser(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the building.

23. THAT all the Provisions of Unit Owners Act, which are not contrary to this Deed shall apply.

24. THAT except Ownership rights in the construction of the said Unit hereby sold, purchaser(s) shall have no claim, right, title or interest of any kind in respect of said property and roof of the said property hereby sold. However, the purchaser(s) of the said property shall have only right to use all common facilities except as herein above provided. The purchaser(s) will be absolute owner(s) of the Unit sold only by virtue of the instant deed and the common areas and all common facilities shall remain undivided. The purchaser(s) shall have no claim against the Builders/Seller in respect of any item of work, material and installation etc., in the said property hereby sold.

25. That the Seller hereby declares that this Sale Deed is being made in favour of the Purchaser along with the undivided proportionate title in the common areas to the association of allottees/ Maintenance society/ resident welfare association formed or to be formed for the said project.

26. THAT the Unit transferred under this deed is situated at _____, which is not within a limit of 100 meter _____ or any other segment roads given in circle rate list, hence the valuation of the land is calculated as per residential rates given in the circle rate list issued by Collector, There is no Wooden Flooring, Moduler Kitchen, Wooden Wardrobe, Swimming Pool in the Unit/building. No part of it is being used for residential purposes.

shall have limited right to use the common portions with the other occupiers of the Units and the building as per the conditions imposed by Maintenance Society.

28. That this Sale Deed is the only conveyance or the document conferring the title in respect of the said Unit to the Purchaser(s) and thus, the same supersedes any other agreement or arrangement whether written or ~~oral~~, if any, between the Parties and variation in any of the terms hereof, except under the signatures of the authorized signatory of the seller after the date of registration of this Sale Deed.

29. **INDEMNIFICATION:** That the purchaser(s) hereby indemnifies and agrees to keep the seller indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the seller may suffer as a result of any non-payment, arrears of statutory dues, ~~taxes~~, levies and / or any other such charges payable by the purchaser(s) in respect of the said Unit from the date of execution of this Deed.

30. **NOTICE:** That all letters, circulars, receipts and / or notices issued by Seller dispatched by registered A/D post or hand delivery duly acknowledged or courier to the address of ~~the~~ purchaser(s) given herein above will be sufficient proof of the receipt of the same by the purchaser(s) and shall completely and effectually discharge the Seller in respect of the same.

31. That the proportionate area of the land hereby sold is about _____ (_____) sq. meter situated in Village _____ the value whereof @ Rs. _____/- per sq. meter comes to Rs. _____/-. The total area of Unit is about _____ (_____) sq. meter and value thereof @ Rs. _____/- per sq. meter comes to Rs. _____/-. The total value of land and construction of the Unit comes to Rs. _____/-. However the actual sale consideration being Rs. _____/- only. Hence the stamp duty of Rs. _____/- has been paid vide

E-Stamp Certificate No. _____ dated _____ on the sale value of the Unit.

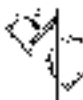
32. THAT the entire expenses for execution and registration of this deed and typing charges, registration fees and other miscellaneous expenses shall be

arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.

34. **JURISDICTION:** That, the Courts of Uttar Pradesh, at bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.

35. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim (Dispute) arising between the parties out of or in relation to or in connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the Arbitration Act). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

SCHEDULE OF PROPERTY

Unit No.  () on the () Floor in the Tower- in the building known as ' , built over a plot of land bearing Khasra Nos. situated at Village measuring about () sq. mtr. with proportionate right in land sq. mtr. and bounded as under :-

EAST :

WEST :

NORTH :

deed of sale on the date month and year, first above written.

Signature of Seller

For Paloma Realty LLP

Authorized Signatory

Signature of Buyer(s)/ Allottee(s)

Witness:

1.

2.

Drafted by:

Composed by

()

Advocate, Civil Court,

()

Civil Court,

CREATED FROM PALOMA REGISTRATION PURCHASE ONLY

APPLICATION FORM

S. No.....

Paloma-The Grandeur

Name of the company: - Paloma Realty LLP

Full Registered Address:

Website RERA: - www.up-rera.in

60/52, Nayaganj, Kanpur, Uttar Pradesh- 208001
E mail: palomarealtyllp@gmail.com

Dear Sir/Madam,

I/we, the undersigned, apply for provisional allotment of Unit in your Project named as "**Paloma-The Grandeur**" being developed and constructed under lawful arrangement by Paloma Realty LLP (herein referred to as "**Promoter**") on land situated at Freehold Plot no 11, 11-A, 12 & 13, Tilak Nagar, Opposite Emerald Garden, Kanpur, Uttar Pradesh.

In the event of your agreeing to allot the said Unit, I/we agree and undertake to abide by the basic terms and conditions attached to this application form and being part thereof and also agree to sign and execute, as and when desired by the Promoter, the Allotment Letter and/or the Agreement For Sale on the Promoter's standard format which is in line with the format as specified by UP RERA Authority and I/we shall accept the specifications pertaining to the Unit and shall pay the Total Price of the said Unit inclusive of Basic Sale Price, Preferential Location Charges and Additional Cost, Government Levies/Taxes, Maintenance Deposit, applicable Stamp Duty etc. as and when demanded by the promoter.

I/we clearly understand that this application does not constitute an agreement for sale and I/we do not become entitled to the allotment of Said Unit notwithstanding the fact that the promoter may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Agreement For Sale, Addendum to the Agreement For Sale, if any and/or such other documents as may be required by the promoter (depending on the option availed) that the allotment shall become final and binding upon the promoter.

MR./ MRS./ MS.

Son /Wife/ Daughter of Mr.

Date of Birth: PAN No.:

AADHAR No.:

Marital Status :

Nationality:

Residential Status: Resident/Non- Resident

Permanent Address:.....

Correspondence Address:.....

Contact No.:Res. Office:..... Mobile:.....

E-Mail ID:.....

Personal Details :-

Occupation/Business

Name of the Employer/Business.....

Address of the Employer/Business

Contact No.

Annual Income

Funding Detail:-

The purchase consideration shall be paid out of

Own Sources/Savings/Investments ☐ Financing from bank/Financial ☐
Institutions

Quantum of Loan to be raised Rs.

Attendant
Address: Bussapur
Size: Photograph: 2x2
The Applicant should
sign and date

Son/Wife/Daughter of Mr.....
Relationship with first applicant

Date of Birth:..... PAN No.:

AADHAR No.:

Marital Status: Nationality:

Residential Status: Resident/Non- Resident

Permanent Address:.....

Correspondence Address:.....

Contact No.: Res.: Office: Mobile:

E-Mail ID:.....

Personal Details :-

Occupation/Business

Name of the Employer/Business.....

Address of the Employer/Business

Contact No.

Annual Income

In case the Applicant is a Company/Firm

Name of Company/Firm.....

Registered Address.....

Date of Incorporation.....

Incorporation No.....

PAN No. .

Applicant must
submit passport
size photograph of
the applicant and
self-Declaration

After a Review
of the Colored Passport
Size Photograph and
the Authorized
Signature and Sign
at the bottom of the
Form.

Nature of business of the Company/Firm

Correspondence Address (in case different from registered address).....

.....

Name of Authorized Signatory:

Son/Wife/Daughter of.....

Designation of Authorized Signatory.....

Address of Authorized Signatory.....

Contact No.: Res.: Office: Mobile:

E-Mail ID:.....

CPA FORM FOR SIGNATURE

Built Up (Sq. Ft. / Sq.Mtr.).....

Carpet Area.....

Basic Sale Price:.....(Rupees.....)

Preferential location Charges: (Rupees.....)

Additional Cost.....(Rupees.....)

Taxes:(Rupees.....)

Total Sales Price: (Rupees.....)

Reserved Right of Parking: YES ☐ NO ☐

Open Parking ☐ Covered Parking ☐

Payment Plan opted: Down Payment ☐ Interest Free Construction Linked

Installment Plan ☐ Flexi Payment Plan

If opted for down payment option:% of discount on payment of%
of.....within.....days

Amount Paid with Application :-

Paid Rs.....(Rs.....including Taxes) vide
Cheque/DD No..... dated Drawn on
(Bank)..... Branch City
..... Favoring “.....”

Agent Name: Agent Signature
Agent Address:
Agent RERA Reg. No. with Seal:
Agent Contact No.



DEFENSE FOR AGENTS
REGISTRATION INFORMATION

I/We shall furnish any additional information(s) if required. In the event of any delay on my/our part to furnish any particulars desired by the Promoter, it shall be within the discretion of the Promoter to reject my/our application.

The Promoter/Promoter has no obligation or liability to allot me/us a unit.

In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the Promoter and it shall be final and binding on me/us.

Name of Applicant(s)

Signature of Applicant(s)

1

2

2

2

Date.....

Place.....

CHECKLIST

- Application Form is completely filled with photographs and duly signed by the Applicant(s) ☐
- Cheque for Application money/booking amount is in proper name and duly signed and dated ☐
- Self attested copies of PAN card and ADHAAR Card of all applicants ☐

Relationship with the first applicant/co-applicant:

Nominee's Photo

Address:

Specimen Signature (Nominee):

I certify that Mr./Mrs./Ms. Son/wife/Daughter
of has signed in my presence and I
verify his/her signature.

(Applicant(s) Signature)

Witness Signature with Name & Address

1)

2).....

NOTIFICATION
FOR AFRICA
RECEIVED

1. The applicant(s) has applied for the provisional allotment of a unit, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to the project, which have been well explained by the promoter/Co-Promoter & understood by him/her/them.
2. The applicant(s) agrees that the allotment of the unit is entirely at the discretion of the promoter and the promoter has the right to reject any application without assigning any reason thereof. It is agreed that the possession of the unit may not be given by the promoter to the applicant before all payments/dues/taxes/duties etc. are cleared by the applicant at the time of execution and registration of the sale deed.
3. Notwithstanding anything contained in this application, the applicant(s) understands that the application will be considered as valid, enforceable and proper only on realization of the amount tendered with this application.
4. The applicant(s) has satisfied himself/herself/themselves about the interest and title of the promoter in the land on which the said project/unit is being constructed and has understood all limitations and obligations in respect thereof.

LAYOUTS AND PLANS

5. The applicant(s) has seen, understood and accepted the approved plans, specifications, amenities and facilities to be provided in the project/unit.
6. The applicant(s) agrees and undertakes to abide by the terms and conditions of all the permissions, sanctions or directions issued by the concerned authority and shall not interfere in layout, plans and drawings implementation.
7. The applicant(s) understands and agrees that the Promoter may make any changes in the approved layout plan, sanctioned plan and specifications and the nature of fixtures, fittings, amenities of the Project as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under by the concerned State Government. The Promoter is entitled to make such minor additions or alterations as may be required by him/her/them or such minor changes or alterations as may be necessary due to architectural and structural

shall be construed as per provisions of applicable laws of terms and conditions of Agreement for sale. Accordingly price of the unit may be increased or decreased and the applicant(s) agrees to pay the recalculated balance (if any) as per the terms and conditions of the agreement.

9. In case where the Promoter proposes for a revision in layout plan of the project with the consent of applicant(s) and thereupon his/her/their said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund or demand preferential location charges, without any interest, which he/she/they hereby agrees to pay/be refunded/be adjusted in last installment as stated in the payment plan opted by him/her/them.

AGREEMENT FOR SALE/ ALLOTMENT LETTER

10. The applicant(s) agrees to sign & execute as and when desired by the promoter, the allotment letter and /or the agreement for sale, in adherence to the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under by the concerned State Government on the prescribed format provided by the promoter.

PAYMENTS

11. The applicant(s) agrees to pay sale price of the unit, other additional charges, taxes, duties and cesses as fixed and informed by the promoter.

12. The expenses for stamp duty etc. for execution of any legal document such as Agreement for sale, Sale deed etc., legal fee and other miscellaneous charges and registration charges etc. shall be borne by the applicant(s). Any penalty/fine for the delay in execution/ registration of legal document will be solely borne by the applicant(s).

13. All the payments shall be made through cheque/demand draft to be issued in favor of....., payable at.....(Bank and Branch name). In case if 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.

14. Applicant(s) agrees that the amount paid with the application and in installments as the case may be, to the extent of% of total price of the said unit shall collectively constitute the booking amount.

booking. If the applicant(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

16. Since the construction of unit depends on timely payment of installments, delay in payment of any of the installment by the applicant(s) will result in delay in possession for which the promoter will not be responsible. The applicant(s) shall not be entitled for any penalty/compensation from the promoter for delayed possession on account of delay in payment of any of the installments by him/her/them.

17. The applicant(s) agrees to pay to the promoter extra charges on any additional facility provided by the promoter in future during construction.

18. 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 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 make 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 receipt of such payment made by applicant(s) from third party account.

CANCELLATION

19. If applicant(s) cancels the application within(Days/months) from the date of application in that case he/she/they shall be entitled to get the refund of whole amount paid by him/her/them after deducting taxes thereon and if applicant(s) cancels the application aftermonth from the date of application (one month advisable), the promoter shall forfeit 6% of booking amount as administration charges and 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 promoter from applicant till date.

20. In case the applicant(s) fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan, despite having been issued notice in that regard, the applicant(s) shall be liable to pay

21. In case of default by applicant(s) under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Apartment in favor of the applicant(s) and refund the money paid to him by the applicant(s) after deducting the booking amount, Taxes and the interest liabilities and this agreement shall thereupon stand terminated. Provided that the promoter shall intimate the applicant(s) about such termination at least 30 days prior to such termination.

22. In the event of cancellation of unit the applicant shall have no right, lien or interest on the said unit and the promoter shall have the sole right to sell the said unit to any other person in its sole and absolute discretion.

23. The applicant(s) hereby agree that in case of cancellation of booking of the said unit, he/she/they shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.

POSSESSION

24. The Promoter shall endeavor to give the possession of the unit to the Applicant(s) within committed period unless there is a delay due to force majeure circumstances or there is a delay due to any reasonable circumstances and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the total sale price and other charges due and payable up to the date of possession according to the payment plan applicable to his/her/there. The Promoter on completion of the construction shall issue final call notice to the Applicant, who shall within 30 days thereof remit all dues and take possession of the unit in the event of his/her failure to take possession any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.

25. The Applicant(s) agrees that the sale of the unit is subject to force majeure clause which interalia include a case of war, flood, drought, cyclone, earthquake or any other natural calamity caused by nature affecting regular development of real estate project, the Promoter shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the said premises on account of force majeure circumstances.

27. 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) adjoining the unit sold to the unit allottee.

MAINTENANCE

28. The Applicant(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping of the unit and providing the various services as determined by the Promoter or its nominated agency as and when demanded by the Promoter or its nominee. This arrangement will be carried out until the services are handed over to the Association of Allottees or the competent authorities, as the case may be. The Applicant(s) agree(s) and consents to this arrangement and will not question the same singly or jointly with other Applicants.

29. The applicant(s) hereby agrees to become the member of Association of Allottee (AOA) for availing the Maintenance Services of the Project upon the Promoter handing over the same to the AOA, applicant(s) hereby agrees to join the said AOA. Further the applicant(s) shall enter into a separate maintenance agreement.

INDEMNIFICATION

30. The applicant(s) shall indemnify and keep the promoter its agents, employees, representatives, estate and effect indemnified and harmless against all actions proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the promoter by reason of any breach or non observance, non performance of the terms and conditions contained herein by the applicant(s) and or due to non compliance with any rule, regulation, loss as may be laid down by any Authority/Department/Government and/or nonpayment of municipal taxes, charges and other out goings in respect to the said unit. The applicant(s) agrees to pay such losses on demand that the promoter may or likely to suffer. This is in addition to any other right or remedy available to the Promoter.

responsibility to inform the Promoter through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him/her/them at the time when those should ordinarily reach at such address and he/she/they shall be responsible for any default in making payment and other consequences that might occur there from. The applicant(s) hereby agree(s) that the Promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Promoter.

32. In case there are joint applicants, all communications shall be sent by the Promoter to the applicant whose name appears first, at the address given by him/her/them for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.

GENERAL TERMS & CONDITIONS

33. In case the applicant(s) has NRI/ PIO status or if the applicant(s) is foreign national(s) then he/she/they shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Promoter, the amount paid towards booking and further consideration will be returned by the Promoter as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant(s) agrees that the Promoter will not be liable in any manner on such account.

34. In case the applicant(s) want to avail loan facility to facilitate the purchase of the said unit, the promoter shall facilitate the process subject to the following :

- a. The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only.
- b. The responsibility of getting the loan sanctioned and disbursed as per

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 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)

35. 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 loan from any banking and/or financial institution. However, such charges if created shall be vacated before handing over possession of the residential flat/apartment to the applicant(s). The creation of such charge shall not affect the rights of the applicant to the said unit/apartment.

36. If any misrepresentation/concealment/suppression of material facts are found to be made by the applicant(s), the allotment will be cancelled and ___% of booking amount (administration charges) and all/any taxes as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

37. 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.

38. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Courts where property under subject to sale is situated.

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Promoter that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions

WE HEREBY AUTHORIZED BY ME/ US THROUGH PROPER AUTHORIZATION POWER OF
Attorney/ Resolution etc.

1

2

Name of Applicant(s)

Signature of Applicant(s)

Dated

Place

NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES 12/31/2024

AGREEMENT FOR SALE/LEASE

This AGREEMENT FOR SALE (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed on thisday of, 20.....

By and Between

Paloma Realty LLP, a limited liability partnership registered under the provisions of the LLP Act 2008 having its Principal place of business at 60/52, Nayaganj, Kanpur, Uttar Pradesh- 208001, (PAN _____) represented by its authorized partner, Mr. _____, (Aadhar no. _____, PAN _____), hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include successor-in-interest, and permitted assigns)

AND

[If the Allottee is a company]

....., (CIN No.....) a company incorporated under the provisions of the companies Act (1956 or 2013, as the case may be) having its registered office at.....(PAN.....) represented by its authorized signatory,....., (Aadhar no.), duly authorized vide board resolution dated....., hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

..... / a partnership firm registered under the Indian Partnership Act 1932, having its principal place of business at.....

..... (PAN
.....) represented by its authorized partner,....., (Aadhar no.), authorized vide hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns.)

[OR]

[If the Allottee is an Individual]

Mr./ Ms. (Aadhar No.....) son / daughter of..... about....., residing at.....
....., (PAN no.....), hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. (Aadhar No.....) son of aged about for self and as the Karta of the Hindu Joint Mitakshara Family known HUF, having its place of Business/residence at....., (PAN.....), hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

INTERPRETATIONS / DEFINITIONS:

For the purpose of this Agreement for Sale/Lease, unless the context otherwise requires,-

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority;
- c) "**Carpet Area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area; but includes the area covered by the internal partition walls of the apartment. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s);
- d) "**Common Areas and Facilities of the Project**" shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project and more particularly described in **Schedule F** attached hereto;
- e) "**Delay Payment Interest**" means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below) and shall include compensation for any loss caused due to delay in payment or any other loss caused to the promoter;
- f) "**Government**" means the Government of Uttar Pradesh;
- g) "**Interest Rate**" means the rate equals to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% or such other rate as may be applicable from time to time as per the Act and Rules;
- h) "**Independent Areas**" means the areas which have been declared but not included as common areas for joint use of apartments and may be sold by the promoter without the interference of other apartment owners;
- i) "**Association of Allottees (AOA)**" shall mean and include the Maintenance Society//Resident Welfare Association (RWA)/ Association or anybody, by

Allottee(s) for the purpose of maintenance of the said project;

k) **"Project"** shall mean and include one multi-storied building having G + 32 Floors constructed over Frechold Plot no 11, 11-A, 12 & 13, Tilak Nagar, Opposite Emerald Garden, Kanpur, Uttar Pradesh, along with all the units, parking spaces, common areas and facilities, limited common areas and facilities, open spaces etc. and all that is constructed / to be constructed and there about lying upon the land and collectively named as **"Paloma-The Grandeur"**

l) **"Rules"** means the Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;

m) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act), 2016;

n) **"Section"** means a section of the Act.

WHEREAS:

A. _____ are the absolute and lawful owner of Khasra/Plot No. _____, totally admeasuring _____ square meters situated at Village _____, Tehsil _____, Distt. _____, Kanpur, U.P. (hereafter referred as "Project Land or Said Land") vide sale deed dated registered in the office of Sub-Registrar Lucknow in book No-1 Volume _____ at pages _____ as documents No _____ on _____.

B. The Said Land is earmarked for the purpose of constructing a residential project, comprising one multistoried apartment building & the said project shall be known as "Paloma-The Grandeur" ("project");

C. The 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. The Kanpur Development Authority ("KDA") has granted commencement certificate to develop the project vide approval dated _____ bearing registration No. _____.

shall not attract any charges or fees applicable there. Except in cases of compliance with section 14 of the act and other laws as applicable;

F. The promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____, under registration no. _____. The exhaustive list of details of the Promoter and Project are available on the website ([www. up-rea.in](http://www.up-rea.in)) of the Authority;

G. The Allottee had applied for an apartment in the Project vide application No.....datedand has been allotted apartment no....., having carpet area of square meters, type....., on.....floor in [tower/block/building] No.....("Building") along with open/garage/covered parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and in Schedule F and deed of declaration submitted before the concerned authority (hereinafter referred to as the "**Apartment/Unit**" more particularly described in **Schedule-A** and the floor plan of the apartment is annexed hereto and marked as **Schedule-B**). Promoter will provide the open parking space to allottee free of cost to be ratified by resident welfare association. Further size and location of garage/covered/open parking(s) will be finalized and conveyed at time of issuance of possession letter or executing conveyance deed by promoter/RWA on first come first serve basis.

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

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

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. That the Allottee understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS

1.1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in para G.

1.1.2. Both the parties confirm that they have read and understood the provisions of section -14 of the act.

1.2. The Total price for the Apartment based on the carpet area is Rs.....
{Rupees..... only ("Total Price"):

Block/Building/Tower no.....	Rate of Apartment Rs..... per square meter
Apartment no.....	
Type.....	
Floor.....	
Carpet Area.....	
Total Price (in rupees)	

The Breakup of the above price is as under:

Particular	Amount (in Rs.)
Cost of the Unit/ Flat	
Right to use of Covered Car Parking	
Fire Fighting Charges	
Unit Price	
Advance Maintenance Charges for 5 Years	/-
IFMS (if any)	

Note: GST on cost of Flat is currently calculated @% on 100% of the cost of the Flat however GST increase/decrease (if any) in future shall be adjusted only after receipt of full payment of total price mentioned above at the time of execution of sale deed.

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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;

(iv) The Total Price of Apartment/Unit includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles doors, windows, fire detection

1.3. The total price is escalation- free, save and except increases which the allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the allottee for increase in development fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any **development fee** after the expiry of the scheduled date of completion of the Project as per registration with the authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the allottee.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**

1.4.1 All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at the rate decided by the parties mutually for the period by which the respective installment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus, etc. on

may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7. The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority by furnishing details of the changes if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is reduction in carpet area then the Promoter shall refund the excess money paid by the allottee within 45 days with annual interest at the rate prescribed in the rules from the date when such an excess amount was paid by the allottee. If there is an increase in the carpet area, which is not more than 3 (Three) % of carpet area of said Apartment, allotted to allottee the Promoter may demand that from the allottee as per the next milestone of the payment plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square meter/foot as agreed in para 1.2 of this agreement. The Carpet area shall always be measured from brick to brick and balcony dimensions shall be up to the outer edge of the balcony slab. Further it is to mention here that an architect certificate will be obtained which certifies the final carpet area at the time of offering of possession to the allottee. The carpet area mentioned in the architect's certificate shall be final and binding on the parties and the parties will not object the same at any point of time.

- 1.8. Subject to Para 9.3 the Promoter agrees and acknowledges that, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The allottee shall have exclusive ownership of the Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in common areas. Since the share/interest of allottee in common areas is undivided and cannot be divided or separated, the allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority or upon deemed completion as the case may be, as provided in the act.

plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges (as per para 11 tec.) and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the project.

- (iv) The allottee has the right to visit the project site to assess the extent of development of the project and his apartment. The promoter discourages such kind of visit by the allottee and his/her family members due to the risks involved at construction site. If at all the allottee decides to visit the site, he/she shall only do so after intimating the promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The promoter shall in no way, be held responsible for any accident/mishap involving the allottee and his accompanying persons while visiting the site. Further the promoter strictly prohibits the visit of children at the project construction site.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.

1.10. The promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoter agrees to be liable,

1.11. The Allottee has paid a sum of Rs. (Rupees..... only) as booking amount (in installments or Lump-sum) being part payment towards the total price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the Interest rate prescribed in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '.....', Payable at.....,

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever, The Promoter may demand for an administrative handling charge of Rs.....

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 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, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the

agrees that in the event of any dispute or disagreement, the parties to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only and in case of cancellation by any such allottee, refund in terms of this agreement shall be made only to allottee.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and

dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in Scheduled C ("Payment Plan") and in case allottee shall not comply with the timely payment of installments and other dues, he shall be treated as allottee in default and terms conditions of default as mentioned in this agreement shall apply.

6. CONSTRUCTION OF THE PROJECT/APARTMENT/PLOT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by KDA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

The Allottee further agrees that the Promoter may utilize the present available FAR or any FAR available in future including purchasable FAR due to change in Policy in the manner as it may deem fit as per the applicable laws and Allottee shall have no objection in this regard.

7. POSSESSION OF THE APARTMENT:

7.1. **Schedule for possession of the said Apartment-** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. If the allottee defaults in paying the relevant amounts as per the payment plan along with all the other taxes/charges, he shall not be entitled to enforce the timeline of project completion. Therefore, subject to the timely receipt of payment of price and the other amounts from the allottee as per this agreement, The promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications amenities and facilities of the

project ("Force Majeure") Or there is a delay due to any reasonable circumstances. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. In such an event the promoter shall not be liable to pay any penalty/interest/compensation to the allottee. If project is delayed due to any reasonable circumstances, allottee agrees that promoter shall be entitled to the extension of time for delivery of possession of the Apartment as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the promoter.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter, after deducting the taxes paid by the promoter on behalf of allottee (if any), from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. **Procedure for taking possession** - The promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority or after the date of deemed completion shall vide "offer letter" offer in writing the possession of the Apartment with demand of all the outstanding dues, Interest (if any) stamp duty, registration charges and documentation charges, other incidental charges, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate/deemed completion (as applicable).

{Provided that, in the absence of Applicable Law the conveyance deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion/occupancy certificate (as applicable)/deemed completion. The Promoter agrees and undertakes to indemnify the Allottee in

(as applicable)/deemed completion for the project. The Promoter shall hand over the completion/occupancy certificate, if received (as applicable), of the Apartment to the Allottee at the time of conveyance of the same.

It shall be duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of sale deed.

7.3. **Failure of Allottee to take Possession**— Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2. and the allottee shall also be liable to pay interest on the unpaid amount at the interest rate till actual date of possession.

The Promoter shall not be responsible for any wear and tear damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

7.4. **Possession by Allottee** – After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law.

{Provided that, in the absence of any Applicable Law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate or thirty days of deemed completion (as applicable)}.

project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment along with all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit. The promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (Forty Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Apartment or at the end of one years from the date of cancellation/withdrawal, whichever is earlier. Allottee is also required to pay all other penalties and interest liabilities due as on the date of such termination. The Promoter shall inform the previous allottee, the date of re-allotment of the said Apartment & also display this information on official website of UP RERA on the date of re-allotment.

7.6. **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him excluding all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit in respect of the Apartment with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

- i. The Promoter has requisite rights to carry out the development upon the said land for the project and absolute, actual, physical and legal possession of the said Land for the Project;;
- ii. The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project.
- iii. There are no encumbrances upon the said land of the project;
- iv. There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Apartment;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with at applicable law in relation to the project, said land, Building and Apartment and Common Areas.
- vi. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the allottee created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land, including the project and the said Apartment which shall, in any manner, affect the rights of the Allottee under this agreement;
- viii. The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this agreement.
- ix. At the time of execution of the conveyance deed promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the allottee

thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property.

xi. The promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Apartment along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottees and the association of allottees or the competent authorities as the case may be.

xii. No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the force majeure clauses and delay due to reasonable causes, the promoter shall be considered under a condition of default, in the following events.

(i) Promoter fails to provide ready to move in possession of the Apartment to the allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed (including extension) at the time of registration of the project with the authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

9.2. In case of default by promoter under the conditions listed above a non-defaulting allottee is entitled to the following:

- (i) Stop making further payments to promoter as demanded by the promoter. If the allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only there after the allottee be requires to make the next payment without any interest; or
- (ii) The allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of Apartment, along with interest at the rate equal to MCLR(Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall paid by the promoter to the allottee within 45 days of it becoming due.

9.3. The allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the allottees fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan annexed here to, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The promoter must not be in default to take this benefit.

- (ii) In case of default by allottee under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Apartment in favor of the allottee and refund the money paid to him by the allottee after deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated. The promoter must not be in default to take this benefit. Provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.

provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority.

(iv) In case of breach of any other terms & conditions of this Agreement and violation of any of the Applicable Laws on the part of the Allottee(s), the promoter may cancel the allotment of the Apartment and refund the money paid to him by the allottee after deducting the booking amount, the interest liabilities and all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and other charges and this agreement shall thereupon stand terminated provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.

(v) In case the allottee is considered as an allottee in default and the said default continues for a period of one year the said agreement shall stand cancelled suo-motu at the will of the Promoter and the allottee shall have no objection in this respect. The Promoter shall present this agreement before the registrar of stamps and shall be eligible to get the same cancelled without the presence of allottee. The allottee agrees to the said condition and undertakes not to take any legal recourse in case of such cancellation by the promoter.

General rights and remedies available to the promoter:

- (i) Upon termination of this Agreement by the Promoter, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever.
- (ii) Acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.
- (iii) Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules / Regulations.

1.4.1, as applicable) under the agreement from the allottee, shall execute a conveyance deed and convey the title of the Apartment to the allottee together with proportionate indivisible share in the Common Areas to the Association of Allottee within 3 months from date of issuance of the completion certificate/ deemed completion and the occupancy certificate (if any) as the case may be:

{Provided that, in the absence of applicable law, the conveyance deed in favor of the allottee shall be carried out by the promoter within three months from the date of issue of completion certificate/occupancy certificate (as applicable)}. However, in case the allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favor and promoter may refuse to hand over the possession of Unit to the Allottee(s) till payment of stamp duty and registration charges to the promoter is made by the allottee.

11. MAINTAINANCE OF THE SAID BUILDING/APARTMENT/ PROJECT:

11.1. The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate or deemed completion of the project. The cost of such maintenance for ___ year from the date of completion certificate or deemed completion has been included in the total price of the Unit as mentioned in clause 1.2.

11.2. However if the association of allottees is not formed within one year of completion certificate or from the date of deemed completion the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to association of allottees once it is formed.

11.3. The calculation of Amount of Maintenance Charges shall be based on the estimated expenditure to be incurred to upkeep and maintain the unit for the possession.

promoter as per the Agreement for Sale/lease relating to such development 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 or the date of obligation of the Promoter to give the possession to the Allottee/s, whichever is earlier, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event of Promoters failure to rectify such defect within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the act.

However, in case any damage to the Flat/Apartment is caused by the Purchaser and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the Purchaser(s)/Residents Welfare Association/Association of Owners/Association of Purchasers and/or any damaged caused due to Force Majeure shall not be covered under this clause/defect liability period.

In case of any structural defect pointed by the Purchaser(s), the same shall be referred to a registered architect or engineer, as deputed by the Seller and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Purchaser(s) falls under the provision of the act.

For the sake of clarity and avoidance of any doubts, the following are the inclusions in relation to defect liability of the Seller:

Inclusions:

- 1) Structural seepage issues except any alteration done by Purchaser(s);
- 2) Excessive crack or damage in wooden items such as doors and rail tops; if any (polishing exclude)
- 3) Major cracks in masonry work that are induced as result of failures of reinforced cement concrete (RCC) or structural mild steel (MS) work;
- 4) Plumbing pipe leakage except any damage done due to drilling done by Purchaser(s); and
- 5) Any defect which is established to have occurred on account of negligence or use of inferior materials by the Seller.

- 1) Damage in fitments such as Door handles, UPVC/Aluminum Door, Windows handles or fitting, lights, Locks, Door stoppers, Sanitary Items and CP Fittings (WC, Basin, Tap, Mixer, Shower, Bib Cock, Traps) because of mishandling/normal wear and tear;
- 2) Any damage of plaster due to mishandling between door frame and wall because of rough usage or carelessness during stormy weather;
- 3) Minor crack and seasonal alignment in wooden items like doors, rail tops, and wooden flooring. Warping in wooden flooring due to non-occupancy of unit for long time (especially during rainy season);
- 4) Any mechanical issue in the Air Conditioner (if provided);
- 5) CP fitting if provided;
- 6) China Ware if installed;
- 7) Electrical Switches, MCB, Geyzers, Lights fitting and Equipment's such as lifts, generator, motors, STP, transformers, gym equipment's etc. which carry manufacturer's guarantees for a limited period;
- 8) Glass Work if any; and Slight hairline cracks, due to temperature variations or mishandling.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of basement and service areas: The basement(s) and service areas, if any, as located within the project shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The allottee shall not be

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to Para 11 above, the allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her on 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 authorities 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.
- 15.2. The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the project, building there in or common areas. The allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the apartment or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound or staircase of the building and the Promoter/AOA shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter/AOA shall have the authority to dispose off the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things. The allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3. The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and there after the association of allottees and /or maintenance agency appointed by association of allottee. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- 15.4. The Allottee understands and agrees that all fixture and fitting including air conditioners, coolers etc. shall be installed by him at the place earmarked or

the Allottee(s).

15.5. The Allottee understands and agrees that the said ownership rights in the unit shall be sold to the Allottee only for the specified purpose of being used as residential flat subject to the specific condition that the Allottee shall have no right to use the unit for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit is being sold to him. In the case of violation of this condition the Promoter/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter/AOA may decide for restraining the Allottee from making a use prohibited by this Agreement.

15.6. The Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area / Common Parts/ Facility in the Building.

15.7. The Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ Roads/ Streets in the Building or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.

15.8. The Allottee shall not at any time demolish the structure of the said unit or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said unit or any part thereof. The allottee may, however, make suitable changes to the said unit and other internal alterations and additions as per the terms of this agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of said unit & architectural aspect thereof but only with the prior approval/consent of the Promoter/AOA in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.

other unit holders.

15.10. The allottee shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said unit, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.

15.11. The Allottee undertakes not to sub-divide the said unit, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said unit, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / promoter so inducted by the allottee shall also be bound by the terms and conditions of this agreement.

15.12. The allottee agrees that if at any time under any law/order or if the promoter may think necessary to insure the title of land/building/apartment /project, the charges towards the same shall be paid by the allottee proportionately as may be demanded by the Promoter in future.

15.13. In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:

- i. Any financing agreement between FI/Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
- ii. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- iii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment charges shall be applicable.
- iv. In case of default in repayment of dues of the financial institution/agency by the allottee(s), the allottee authorizes the promoter to cancel the allotment of the said unit and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the allottee.

Open parking will be given to residents who have not availed the option of covered parking (garage). Further, the Allottee understands and agrees that every Allottee will be entitled to one parking duly earmarked and some units maybe earmarked with more than one parking. The Allottee shall not use the Parking space for any other purpose. The Allottee agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Flat. The Allottee agrees that the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said unit under any of the provisions of this Agreement.

(15.15. The Allottee expressly agrees that the promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.

15.16. Electricity Connection:

- i. That the allottee shall be required to get and maintain separate electric connection for the said premises in his own name from Electric Department and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is paid by the Promoter. The allottee shall be entitled to avail and get electric connection from Electric Department only after the aforesaid obligations are complied with and N.O.C. is obtained from Promoter by him.

- ii. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.

- iii. Electric charges for the separate meter installed for common facility like lift, tube well, parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the AOA.

15.17. The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for

with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the promoter execute this Agreement he shall not mortgage or create a charge on the [Apartment/building] and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of allottee who has taken or agreed to take such [Apartment/building].

19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010).

The Promoter has assured the Allottees that the Project in its entirety is in accordance with provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

20. BINDING EFFECT:

Forwarding this agreement to the allottee by the promoter does not create a binding obligation on the part of the promoter or the allottee until, firstly, the allottee signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned Sub register _____ (Specify the address of the sub registrar) as and when intimated by the promoter. If the allottee(s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the promoter shall

CONTRACTOR THEREWITH INCLUDING THE DOWNGRADING AMOUNT SHALL BE RETURNED TO THE allottee without any interest or compensation whatsoever but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit and deducting reasonable administrative charges.

21. ENTIRE AGREEMENT

This Agreement along with its schedules constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Apartment as the case may be.

22. RIGHT TO AMEND

This agreement may only be amended through written consent of the parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the parties which only shall be valid.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of Apartment and the project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear so agreed by the allottee that exercise of discretion by the promoter in the case of one allottee shall not be construed to be precedent and/or binding on the promoter to exercise such discretion in the case of other allottees.

25. SEVERABILITY:

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the rules and regulations made there under or the Applicable laws as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.

Wherever in this agreement it is stipulated that the allottee has to make any payment in common with other allotted(s) in project, the same shall be the proportion which the carpet area of the apartment bears to the total carpet area of all the apartments in the project.

27. NOMINATION

The Allottee hereby nominates Mr./Miss./Mrs
S/o/D/o/W/o/H/o..... R/o..... aged.....having
PAN....., Aadhar No..... as his/her/their nominee for
the said unit. The Promoter hereby gives his consent for the above stated
nomination. Further the Allottee shall be solely responsible and liable for all
legal, monetary or any other consequences that may arise from such
nomination. The allottee assures that the promoter shall not be liable on any
account, whatsoever, in respect of any transaction between the allottee and his
nominee(s). The terms and conditions of this Agreement, shall be binding upon
the nominee with full force and effect and he shall be liable to make all
payments as specified in this Agreement.

28. ASSIGNMENT

The Allottee shall not be entitled to get the name of his assignee(s) substituted
in his place without the prior approval of the Promoter, who may, in its sole

and contents of this agreement, shall be binding upon the assignee(s) with full force and effect and he shall be liable to make all payments as specified in this Agreement. It is distinctly understood by the allottee that upon such transfer, the allottee shall no more be entitled to any privileges and facilities, if any, available in the said unit arising from the allotment of the said unit. In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing allottee of the unit shall be liable to pay Transfer Fee of Rs. _____ per Sq ft (plus GST/ Service Tax/ VAT and other applicable taxes) of the unit to the Promoter for each subsequent transfer(s). The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

Further The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ assignment and the Promoter shall always be kept indemnified by the allottee against all consequences arising out of such assignment.

Any change in the name of the registered allottee with the Promoter shall be deemed as transfer or assignment for this purpose. Any purported assignment by the allottee in violation of terms of this Agreement shall be a default of the part of the allottee entitling the Promoter to cancel this Agreement.

The Allottee and the persons to whom the unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act.

29. INDEMNIFICATION: The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or

have any of any of the provisions of this agreement shall survive the termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement. due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- i) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- ii) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

30. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. PLACE OF EXECUTION

The execution of this agreement shall be complete only upon the execution by the promoter through its authorized signatory at the promoter's office , or at some other place, which may be mutually agreed between the promoter and the allottee, in _____ after the agreement is duly executed by the allottee and the promoter or simultaneously with the execution of the said agreement shall be registered at the office of the sub-registrar at _____ (specify the address of the sub-registrar). Hence this agreement shall be deemed to have been executed at _____.

32. NOTICES

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

33. JOINT ALLOTTEES.

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

34. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee, in respect of the apartment, plot or building, as the case may be, shall not be prior to the execution and registration of this agreement for Sale/Lease for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale/Lease or under the Act or the Rules or the Regulations made there under.

35. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Conciliation Committee/ Dispute Resolution Forum/ Authority or Adjudicating Officer appointed under the Act.

37. DISCLOSURE

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Uttar Pradesh in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

38. VALUATION FOR STAMP DUTY

That this being an Agreement to sell without possession and total sale consideration is Rs. on which the stamp duty of Rs. is being paid vide dated

That this Agreement has been executed in duplicate. One copy has been retained by the Promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement. The possession of this Agreement is important akin to document of title. No refund of any kind will be permitted unless the Allottee's original copy have been returned to the Promoter.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and

hands and signed this Agreement for Sale at

_____ (city/town name) in the
presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature_____

Please affix
photograph and sign
across the photograph

Name_____

Address_____

(1) Signature_____

Please affix
photograph and sign
across the photograph

Name_____

Address_____

SIGNED AND DELIVERED BY THE WITHIN NAMED

photograph and sign
across the photograph

Name_____

Address_____

At_____ on_____ in the presence of:

WITNESSES:

() (1) Signature_____

Name_____

Address_____

(2) Signature_____

Name_____

Address_____

*or such other certificate by whatever name called issued by the competent authority.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

SCHEDULE 'C'

PAYMENT PLAN

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)

SCHEDULE 'E'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

SCHEDULE 'F'

COMMON AREAS AND FACILITIES

[The 'Schedules' to this Agreement for Sale shall be agreed to between the Parties]

To,

M/s Paloma Realty LLP
Email- palomarealtyllp@gmail.com

विषय: पंजीयन हेतु प्रस्तुत परियोजना Paloma The Grandeur (ID1079510) में आपत्तियों का निराकरण न किए जाने के दृष्टिगत प्राधिकरण के समक्ष सुनवाई विषयक।

कृपया उपर्युक्त विषयक परियोजना के पंजीयन हेतु प्रस्तुत अपने ऑनलाईन आवेदन पत्र का सन्दर्भ ग्रहण करने का कष्ट करें। उक्त आवेदन-पत्र की जाँच उ.प्र. रेरा के तकनीकी सेल द्वारा की गई। आवेदन-पत्र में व्याप्त कमियों का निराकरण करने हेतु उ.प्र. रेरा के पत्र दिनांक 12.08.2024 द्वारा आपको सूचित किया गया परन्तु आप द्वारा उक्त कमियों/आपत्तियों का पूर्ण निराकरण अभी तक नहीं किया गया है, जिसके विवरण निम्नवत है -

1. Inventory details of Basements are not given.
2. LLPIN number not given.
3. As per MCA data, only Mr. Mahesh Chandra Jain and Mr. Abhishek Agrawal are the designated partners, the purpose of the addition of MAHESH CHANDRA JAIN C/o PMJ Mercantile Private Limited and MONIKA GUPTA C/o PMV Infrastructures Private Limited is not clear.

उपरोक्त के दृष्टिगत रेरा अधिनियम की धारा-5(ख) के अंतर्गत प्रश्नगत प्रकरण में सुनवाई दिनांक 19-07-2024 को पूर्वान्ह 11:00 बजे नियत की गई है। निम्नलिखित निर्देशों का पालन करते हुए वीडियो कान्फ्रेंसिंग के माध्यम से सुनवाई में प्रतिभाग करना सुनिश्चित करें--

- > वीडियो कान्फ्रेंसिंग लिंक आपके पंजीकृत ईमेल पते पर प्रेषित किया जा रहा है।
- > प्रोमोटर, वीडियो कान्फ्रेंसिंग एप पर परियोजना का नाम एवं पंजीयन संख्या ऑकरा करते हुए सुनवाई में प्रतिभाग करें।
- > सुनवाई में आपका क्रम संख्या- 10 लॉट्री में अपने नम्बर आने का इन्तजार करें। आपका क्रम आने पर आपको सुनवाई हेतु एडमिट किया जायेगा।

कृपया उपरोक्त नियत तिथि व समय पर वीडियो कान्फ्रेंसिंग के माध्यम से प्रोमोटर स्वयं वांछित साक्ष्यों/अभिलेखों के साथ उपस्थित होकर अपना पक्ष रखना सुनिश्चित करें।

(सुबोध कुमार राय)
तकनीकी सलाहकार