

Application No.....

APPLICATION FORM FOR BOOKING OF AN APARTMENT

To,

Arsha Infradevelopers Pvt Ltd
2/169, Vivek Khand, Gomti Nagar,
Lucknow -
U.P (India)

Dear Sirs,

I/We, wish to apply for the booking of an apartment ("the Said Unit") in the Affordable Group Housing known as " Madhav Residency", situated at Khasra No.114Sa, Village Terakhas, Satrikh Road, Lucknow.Uttar Pradesh.

I/We remit herewith a sum of Rs. _____ (Rupees _____ only) as application amount/Earnest Money, towards Allotment of the 'Said Unit' in "Madhav Residency".

I/We, enclose herein my/our General Particulars.

I/We have clearly understood that this application does not constitute an Agreement to Sell, and I/We, do not become entitled to the provisional or final allotment of an apartment.

I/We, agree to sign and execute all the papers and documents as required by the Company.

I/We, accept and agree to abide by the General Standard Terms and Conditions laid down in this Application form.

Date _____
Place _____

Yours faithfully

Signature(s) of Applicant (s)

1. GENERAL PARTICULARS

(i). SOLE/FIRST APPLICANT

Mr./Mrs./Ms./Dr./M/s _____

S/W/D of _____

Nationality _____ Age _____ years;

Occupation/Profession _____

Residential Status : Resident/Non-Resident/Foreign National of Indian Origin.....

Date of Birth _____

Income Tax Permanent Account No. _____

Residence Address _____

Tel. No. _____ Mobile No _____

Office Name & Address _____

Tel. No. _____ Mobile _____

Email Address _____

Address preferred for correspondence : Residence/Office.

Signature of Sole/First Applicant

(ii). SECOND APPLICANT

Mr./Mrs./Ms./Dr./M/s _____

S/W/D of _____

Nationality _____ Age _____ years;

Occupation/Profession _____

Residential Status : Resident/Non-Resident/Foreign National of Indian Origin.....

Date of Birth _____

Income Tax Permanent Account No. _____

Residence Address _____

Tel. No. _____ Mobile No _____

Office Name & Address _____

Tel. No. _____ Mobile _____

Email Address _____

Address preferred for correspondence : Residence/Office.

Signature of Second Applicant

(iii). THIRD APPLICANT

Mr./Mrs./Ms./Dr./M/s _____

S/W/D of _____

Nationality _____ Age _____ years;

Occupation/Profession _____

Residential Status : Resident/Non-Resident/Foreign National of Indian Origin.....

Date of Birth _____

Income Tax Permanent Account No. _____

Residence Address _____

Tel. No. _____ Mobile No _____

Office Name & Address _____

Tel. No. _____ Mobile _____

Email Address _____

Address preferred for correspondence : Residence/Office.

Or

M/Sa partnership firm duly registered under the Indian Partnership Act, 1932, through its duly authorized partner
Sri/Smt.....PAN No.....

Or

.....a Company registered under the Companies Act, 2013, having corporate identification no.....and having its registered office at.....through its duly authorized signatory Sri.....authorised by the Board resolution dated.....(copy of Board Resolution alongwith the certified copy of Memorandum and Articles of Association required) having PAN No.....

Signature of Third Applicant

2. DETAILS OF THE UNIT APPLIED FOR

Unit Applied –

1 BHK Carpet Area _____ Sq.ft. (approx), on _____ Floor
2 BHK Carpet Area _____ Sq.ft. (approx), on _____ Floor

3. PAYMENT PLAN

- (i) Instalment Plan
- (ii) Down Payment Plan
- (iii) Construction linked Plan

4. APPLICATION AMOUNT

The following are the details of the payment of the Application Amount :

Demand Draft/Cheque No/RTGS. _____ Dated _____ Bank _____ Amount

5. BASIC SALE CONSIDERATION_____

6. ADDITIONAL PAYMENTS

- i) Electrical sub-station charges: Rs..... (Rupees only)
- ii) Legal charges: Rs.....- (Rupeesonly);
- iii) Interest Free Maintenance Deposit ("IFMD"): Rs..... (Rupees..... only)
- iv) Monthly Maintenance charges Rs.....

*The amount payable is excluding all applicable taxes viz GST, cess or any other similar taxes etc, which shall be paid by the applicant(s).

7. PROPERTY BROKER /CONSULTANT DETAILS

Name
 Address
 Contact

(Signature of the Broker/PC with Stamp)

Dated : _____
 Place : _____

Yours faithfully

Signature(s) of Applicant(s)

I/We, the above applicant/s do hereby declare that the above particulars given by me/us, are true and correct and nothing has been concealed therefrom.

I/We, shall abide by the general terms and conditions herein, and the payment plans chosen by me/us, as laid down in this application, shall ipso facto be applicable to my/our legal heirs and successors.

Place
 Date

Signature of all the Applicant(s) as a
Token acceptance of all the terms & conditions.

FOR OFFICE USE ONLY

1. ACCEPTED/REJECTED Approval Ref. No.

2. PAYMENT PLAN OPTION _____

3. Payment Vide Cheque/DD No. _____ dated _____ for Rs. _____

4. Acknowledgement/Receipt No. _____ dated _____ for Rs. _____

5. Direct Booking/Broker Name _____

6. Remarks _____

Account Manager Name _____

Signature _____

Signature of Director

DOCUMENTS TO BE SUMMITTED ALONG WITH THE APPLICATION FORM

Resident of India :

- Copy of PAN card

Partnership Firm :

- Copy of PAN card of the partnership firm,
- Copy of partnership deed
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

Private Limited and Limited Company :

- Copy of PAN card of the company.
- Article of Association (AOA) *Memorandum of Association (MOA) duly signed by the Company Secretary/Director of the Company.
- Board Resolution authorizing the signatory of the application form to buy property on behalf of the company duly authenticated by any other Director of the Company.

Hindu Undivided (HUF) :

- Copy of PAN card of HUF.
- Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF.

NRI/Foreign National of Indian Origin :

- Copy of the individual's Passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from account of any third party.

Note : 6 passport size photographs of the applicant(s) required in all cases.

GENERAL TERMS & CONDITIONS FOR BOOKING OF AN "APARTMENT"

1. The applicant/s has/have applied for an allotment of the "Said Unit" in "Madhav Residency" and has/have fully understood, satisfied himself/themselves about the right, title and interest of Arsha Infra Developers Pvt Ltd, (hereinafter referred to as the promoter/company) in the Khasra No.114sa, Village Terakhas, Satrikh Road Lucknow, (hereinafter referred to as the 'Project Land').
2. The applicant/s has/have fully understood that the promoter/company is fully entitled for marketing, construction and booking for sale of the "Said Unit" /Apartments, to be constructed by the name of 'Madhav Residency' upon the 'Project Land', and the sale/transfer deed (Indenture of Conveyance) shall be executed by the Promoter/Company, in favour of the applicant/s in accordance with the terms of the allotment letter.
3. The applicant/s has/have seen and understood the scheme of development, tentative plans/other documents at Promoter's office at 2/169, Vivek Khand, Gomti Nagar, Lucknow, and I/We also agree to abide by all the terms and conditions of Real Estate (Regulation and Development) Act, 2016 & Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 or any other Statutory or Civic Authority, which are applicable upon the promoter and consequently this Application is subject to or any other condition which the promoter may prescribe from time to time.
4. The Applicant/s shall pay the Basic Sale Price,including consideration for exclusive balcony, Additional Charges and other charges on the basis of "Carpet Area" as defined under Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, and also agrees that he/she will be liable to pay the additional charges as mentioned in the application form, apart from basic sale price.
5. The timely payment of installments as per the Payment Plan shall be the essence of booking for allotment of the unit. In case the applicant(s) fails to make payment of any installment within 15 days from date of demand by the promoter, despite having been issued notice in this regard by the Promoter, the Allottee(s) shall be liable to pay interest as per Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 ("Rules"). If the above default in payment extends for a period beyond 30 days after demand notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Unit in favour of the applicant(s) and forfeit 10% of Basic Sale Consideration of Unit ("Earnest Amount"), taxes, duties, cess, etc, paid to concerned department in respect of the Unit, brokerage paid by the Promoter in respect of

Unit and the interest liabilities and refund balance amount without any interest after the sale of Unit to a new buyer, from the amounts realised from the such new buyer.

6. The applicant/s has/have fully understood and agrees that in case the applicant/s withdraws or surrenders his/her/their application for any reason whatsoever at any point of time without any fault of the promoter, the promoter may cancel/terminate the booking after forfeiting the Earnest money and recovery of brokerage etc, and the applicant/s will be entitled for the refund if any, without interest and compensation, and further the same shall be refunded only when and after the said unit is allotted to some other person. In case of shortfall of the above said earnest money, the promoter will be entitled to recover the same from the applicant/s.

All payments by the applicants shall be made from his/her bank account only, to the promoter, through demand drafts/account payee cheques drawn upon scheduled banks in favour of 'ARSHA INFRADEVELOPERS PVT LTD', payable at Lucknow only. All cheques are accepted, subject to realization only. In case the applicant/s make the payment by an outstation cheque then his/her payment would be deemed to have been received on the date, the cheque gets credited into the bank account of the company. Further the Bank charges for outstation clearing and bounced cheques will be charged from the applicant/s.

The payment will be acknowledged only if a valid and authorized receipt has been issued under the authorized signatory of the company.

7. The applicant(s) is aware that the total payable amount is inclusive of the booking amount, GST, cess or any other similar taxes levied in connection with the construction of the Project upto the date of handing over of possession of the Unit, maintenance charges (upto 1 month) cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the said Unit and the BuildingProject.
8. The development of the Said Unit is subject to force-majeure clause, which includes delay for any reason beyond the control of the promoter like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule and notification of the Government/Court of Law/Public/Competent Authority or any other reason beyond the control of the promoter, the promoter/Company shall be entitled to a reasonable extension of time.
9. In case the applicant/s wants to avail any loan facility from his/her employer or financial institutions or bank, subject to however, that the financing agency or Bank shall disburse in accordance with the promoter/Company's Payment Plan. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the promoter/Company, as per Payment Plan, shall be ensured by the Applicant/s, failing which the Applicant/s shall be governed by the provision contained in clause (5) as above.

10. Allotment made to the Applicant/s shall be provisional till the execution of sale deed, and the promoter/company shall have the right to effect suitable alteration in the Layout Plan, if and when found necessary. Such alterations may include change in the area, Layout Plan, Floor, Block and number of the "Said Unit", and increase/decrease in the area of the "Said Unit". Further, if there is any increase/decrease in the Area of the "Said Unit", revised price will be payable/adjustable at the original rate at which the "Said Unit" has been booked for allotment.
11. After completion of the "Said Unit" and receipt of full consideration and other additional charges, if any payable by the Applicant/s, conveyance documents shall be executed in favour of the applicant/s only on the format of the promoter/company. All expenses towards execution of conveyance document shall be borne by the applicant/s.
12. The applicant/s shall take possession of the "Said Unit" within thirty days from the date of issuance of final notice of possession failing which the applicant/s shall be deemed to have taken possession of the "Said Unit". In case due to failure of the applicant/s to take possession within the stipulated time, there is any loss or damage to the finishes/fittings/fixtures in the "Said Unit", in such an event the company shall not be responsible for such loss or damages. Further holding charges @ Rs...../- per sq.ft per month shall also be payable by the applicant/s to the promoter/company/Maintenance Agency.
13. The Applicant/s shall not be entitled to transfer the "Said Unit" and/or get the name of his/her nominee(s) substituted in his/her place without prior approval of the promoter/company. However the Company may its sole discretion upon receiving a written request from the applicant/s, permit to get the name of the applicant's nominee substituted in applicant's place, on such terms and conditions as prescribed. The applicant/s will be solely liable for all legal, and other consequences that may arise from such nomination.
14. The Applicant/s shall also sign and execute a separate document for upkeep and maintenance of the common areas, services, facilities and installations and shall pay Maintenance Charges for the same as determined by the promoter/company or its nominated Agency.
15. The Applicant/s shall get his/her/their complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his/her/their address, failing which all demand notices and letters posted at the registered address shall be deemed to have been received by him/her/them.

16. In case there are joint Applicants , all communications shall be sent by the Company to the applicant whose name appears first and at the address given by him/her/them, in this Application, and which shall for all purpose be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
17. The Applicant/s if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 & Reserve Bank of India Act and Rules made thereunder.
18. The Allotment of the "Said Unit" is at the discretion of the Company, and the Company has a right to reject any offer/application.
19. The other terms & conditions of sale will as per the scheme of allotment and the sale agreement which will supersede the terms mentioned in the booking application form.
20. All or any dispute arising out of or touching upon or in relation to the terms of this Application, shall be settled amicably by mutual discussion failing which, the same shall be settled through arbitration. The Arbitration proceedings shall be governed by, the Arbitration & Conciliation Act, 1996 at Lucknow, by a Sole Arbitrator who shall be appointed by the promoter/Company, and the Courts at Lucknow alone shall have the jurisdiction.

DECLARATION

I/We, have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/we have now signed this application form, fully conscious of my/our liabilities and obligations.

Lucknow

Dated : _____

Signature of First Applicant _____

Name _____

Signature of Second Applicant_____

Name_____

Signature of Third Applicant_____

Name_____