

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

**Logo of
the Company**

APPLICATION FORM

Application. No.....

For sublease

In the Project

Roselia Grand

by

M/s. Nilansh Buildcon Private Limited

CIN: U45500UP2020PTC129473

Registered Address: Pinki Apartment 93N, Dalibagh, Lucknow UP 226001

RERA Reg. No.: _____

RERA Website: <https://www.up-rera.in/>

Contact Details: _____

Mail Id:

Website: [www._____](http://www._____.)

Date:

To,
Nilansh Buildcon Private Limited
Pinki Apartment 93N, Dalibagh, Lucknow UP 226001

Dear Sir/Madam,

I/We make this application for sub-lease of a Building/unit, in your project named as "**Roselia Grand**" (hereinafter referred to as the "**Project**"), after carefully inspecting and understanding all the documents in respect of the Project Land and the Project, including permissions/approvals, sanctioned plans, title documents of the Project Land, plans and specifications of the proposed unit and common areas, facilities and amenities, etc. in the Project being developed and constructed under lawful arrangement by Promoter **M/s. Nilansh Buildcon Private Limited** on land situated at _____.

I/we agree and undertake to abide by the basic terms and conditions attached to this application form and being part thereof and I/we clearly understand that this application does not constitute an sale/lease and I/we do not become entitled to the allotment of any 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 sub-lease or Sub-lease deed, if any and/or such other documents as may be required by the promoter that the allotment shall become final and binding upon the promoter.

I/we have relied on my/our own judgment, due diligence and enquiry in deciding to apply for the allotment of the said unit and have not relied upon and/or is not influenced merely by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Promoter or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Project. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete in itself in all respects.

My/our particulars are given hereinafter for reference and record:

Name of Organization.....

Registered Address.....

.....

Date of Incorporation/Formation.....

CIN/ Firm Registration (if registered).....

PAN No.:

E-Mail ID:..... Tel.No. Mobile:.....

Nature of business of Organization.....

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

.....

Details of Authorized Signatory:

Name of Authorized Signatory:

(Attach Board Resolution/ Power of Attorney)

Son/Wife/Daughter of.....

Date of Birth:

Nationality: **Indian** [] **Others** []

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

PAN No.: AADHAR No.:

Designation of Authorized Signatory.....

Address of Authorized Signatory

.....

Contact No.: Res.: Office: Mobile:

E-Mail ID:.....

Affix a Recent Colored Passport Size Photograph of the Authorized signatory and Sign Across it.

Details of Building/Unit Applied For:-

Particulars	Details
Unit No.	
Floor	
Type	
Block/Building/Tower No.	
Carpet Area in Sq. Ft./Sq.mt.	
Built up Area in Sq. ft. /Sq. mtr.	
Super Area in sq.ft./sq.mt	
Right to Use of Parking	Open Covered Total

Details of Pricing:-

Particulars	Amount (in Rs.)
Basic Sale Price(A)	
Other Charges(B)	
(i) If specify additional charges if any	
(ii)	
(iii)	
(iv)	
Unit Price (A + B)	
IFMS (C)	
Taxes and Other levies (D)	
Total Sales Price (A + B + C + D)	

Applicant Signature

4

Co- Applicant(s) Signature

Note: Stamp duty, Registration fees, and allied charges, as applicable, at the time of registering the legal documents, shall be additionally paid by the applicant only, as and when demanded by the Promoter. Recurring (Monthly) maintenance charges shall be paid by the applicant as and when demanded by the Promoter/Maintenance agency as the case may be.

Amount Paid with Application:-

Paid Rs.....(Rs.....taxes.....
total..... vide Cheque/DD/UTR No..... dated
..... Drawn on (Bank).....
Branch..... City _____ Favoring “Nilansh Buildcon Private
Limited”

.....

Declaration:

I/We hereby make this application for allotment of an building/unit in the Project named "Roselia Grand" and affirm and declare that particulars/information given by me/us are true and correct to the best of my/our knowledge and belief and nothing has been concealed there from. I/We agree to sign and execute, as and when required by you, the necessary documents, consents, agreements and deeds etc., which are required pursuant to this application and hereby undertake to abide by the applicable terms and conditions in respect of the purchase of the unit as laid down in this application form, lease/Sub-lease deed and all documents to be executed with respect to the unit applied. I/we shall accept the specifications pertaining to the unit and shall abide to pay all the monies mentioned above. Further I/We do hereby declare that the source of funds from which I/we shall make the payment to the promoter will be genuine and from explainable sources If any information is found wrong, the Promoter shall have right to reject the application at any stage and forfeit ___% amount of the booking money as administration charges.

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

1.....

2.....

2.....

Date.....

Place.....

TERMS AND CONDITIONS

1. **DEFINITIONS AND INTERPRETATIONS:** In this Application form, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
 - 1.1. **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
 - 1.2. **“Administration charges”** shall include all costs incurred by the Promoter with respect to booking made by applicant(s) including but not limited to salary of employees, printing and stationary, marketing charges, consumables, office expenditure, petrol/diesel expenses, site expenses, customer visit expenses etc. for providing ease and convenience to the applicant.
 - 1.3. **“Approved Plans”** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said Project is being developed along with any/all variations/ amendments /changes to be made by the Promoter as per the Applicable Laws and provisions of the Act, rules and regulations thereon;
 - 1.4. **“Authority”** shall mean the Uttar Pradesh Real Estate Regulatory Authority;
 - 1.5. **“Booking Amount”** shall mean and include the amount paid with this application and/or vide installments as the case may be, by the applicant, to the extent of Ten Percent (10%) of total price of the unit.
 - 1.6. **“Carpet Area”** means the net usable floor area of the unit, 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 the unit, meant for the exclusive use of the applicant(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 applicant(s);
 - 1.7. **“Commission for sale”** shall mean and include any charges, brokerage, fees, remuneration or any amount by whatever name called paid to the

real estate agent for his services with respect to booking of unit made by the applicant(s).

- 1.8. **“Common Areas and Facilities of the Project”** shall mean such common areas, facilities, common spaces in the Project earmarked for the purpose of common use and more particularly described in **Schedule-A** attached hereto.
- 1.9. **“Interest Rate”** means the rate of Interest payable by the promoter to the applicant or by the applicant to the promoter, as the case may be, shall be the State Bank of India Highest Marginal cost Lending Rate plus One percent or such other rate as may be applicable from time to time as per the Act and Rules;
- 1.10. **“Maintenance Agency”** shall mean a company, firm, or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said Project;
- 1.11. **“Occupancy Certificate”** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;
- 1.12. **“Project ”** shall mean and include the Group Housing project over the Project Land along with, parking spaces, Common Areas and Facilities, Limited Common Areas and Facilities, Open Spaces etc. and all that is constructed/ to be constructed with alterations as per the applicable laws on Project land and collectively named as **“Roselia Grand”**.
- 1.13. **“Project Land”** shall mean land admeasuring approximately _____square meters being part of the Scheduled land lying and situated at Khasra/Plot no._____. The project named “_____” is being developed on the project land only.
- 1.14. **“Scheduled Land”** shall mean land admeasuring _____ sq. mtr. lying and situated at Khasra nos._____, which includes project land and adjacent land on which any other phase/project may be developed in future.
- 1.15. **“UNIT”** shall mean and include, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land.

The words and expressions used herein but not defined in this Application form and defined in the Act or in any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

2. The applicant(s) has applied for allotment of an 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 & understood by him/her/them.
3. The applicant(s) agrees that the allotment of unit is entirely at discretion of promoter and 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/lease deed.
4. 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.

TITLE

5. The applicant(s) has satisfied himself/herself/themselves about the interest and rights of the promoter in the land on which the said project being constructed and has understood all limitations and obligations in respect thereof and has thereafter made this application for allotment of unit. In case of any dispute in future the applicant shall not be allowed to claim any compensation with respect to any misrepresentation by the promoter.
6. The applicant(s) agrees and accepts that a lease deed had executed between Rail Land Development Authority and the Promoter. By virtue of the said lease deed Promoter hold the project land with its appurtenance unto lease for the terms of 97 years, 8 months and 13 days commencing from the actual date of execution of lease deed.

LAYOUTS AND PLANS

7. The Promoter has displayed at the project site the sanctioned plans, layout plans, along with specifications of the project and applicant has seen, understood and accepted the same by visiting the project site and having personal interaction with the concerned associate of the Promoter. Applicant has also understood the details of common areas and facilities, amenities, parking spaces, limited common areas and facilities etc. to be provided in the

project. The details of the common areas and facilities and specifications are mentioned herewith as **Schedule-A**.

8. The applicant(s) understands and agrees that the Promoter may make certain changes in the approved layout plans, sanctioned plans and specifications and the nature of fixtures, fitting, amenities as the case may be, with respect to the unit, common areas and the Project as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder. The Promoter is also entitled to make such minor changes or alterations as may be required or as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to applicant.
9. The applicant(s) has perused the sanctioned maps/layouts and understands that the promoter is developing the group housing project on Scheduled Land of _____ sq. mtrs. The promoter will construct other projects on remaining area of Scheduled Land in future as per the approvals and permissions from competent authorities in this respect. The Applicant hereby agrees and gives his irrevocable consent not to obstruct and /or raise any objections whatsoever and/or interfere with the development work/further development work to be carried out with the approval of the concerned authority upon the Scheduled land.
10. That the applicant agrees and accepts that all the common areas and facilities which are being developed on the Scheduled Land shall be jointly used by the all occupants of this project and occupants of the other phases/projects which will be developed by the Promoter on the remaining portion of the Scheduled land.

ALLOTMENT LETTER /SUB-LEASE AGREEMENT/DEED

11. The applicant(s) agrees to sign, execute and register as and when desired by the promoter, the allotment letter and /or the Agreement or deed for Sub-lease, in adherence to provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under on the prescribed format provided by the promoter.

PAYMENTS

12. The applicant(s) agrees to pay the consideration for sub-lease of the unit, other additional charges, annual lease charges, taxes, duties and cesses as fixed and informed by the promoter.

Applicant Signature

10

Co- Applicant(s) Signature

13. The expenses for stamp duty, registration charges etc. for execution of any legal document such as agreement, deed for sub-lease etc., legal fees and other miscellaneous charges etc. shall be borne by the applicant(s). Any penalty/fine for the delay in execution/ registration of legal documents will be solely borne by the applicant(s).
14. All the payments shall be made through cheque/demand draft to be issued in favor of _____, payable at _____. In case if payment is made through RTGS/NEFT the applicant shall inform the UTR No./Transaction ID to the promoter and thereafter the promoter will issue the respective invoice.
15. 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 dishonoured for any reason whatsoever, the Promoter may demand for an administrative handling charge of Rs....., without prejudice to its other rights under the applicable laws.
16. Applicant(s) agrees that the amount paid with the application and/or installments as the case may be, to the extent of 10% (Ten percent) of total price of unit shall constitute the booking amount/ Earnest Money.
17. The applicant(s) agrees to pay the balance amount in accordance to the payment schedule as provided by the promoter. The applicant(s) understands that the timely payment is the essence of the terms of allotment.
18. 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 refund/interest/penalty/compensation from promoter for delayed possession on account of delay in payment of any of the installments by him/her/them.
19. In case applicant(s) makes default in payment of any installment, he/she/they shall be liable to pay interest at the interest rate as prescribed from time to time by the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under.
20. The applicant(s) agrees to pay to the promoter extra charges on any additional facility as demanded by the applicant and provided by the promoter..
21. In case there is any change / modification in the taxes or introduction of any new direct/indirect tax, the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/ reduced accordingly.
22. The applicant(s) agrees that in no case any payment shall be made towards the said unit by any third party other than the applicant(s), except a banking

or financial institution. The Promoter shall not be liable or responsible for validity of source of payment in any manner whatsoever.

CANCELLATION

23. If the applicant(s) cancels the application any time before the execution of agreement for lease or if any default is made by the applicant(s) in payment of any installment before execution of agreement for lease, the promoter shall have the right to cancel the booking. In such circumstances all sums deposited by the Applicant(s) in connection therewith including the booking amount shall be returned to the Applicant(s) after deducting of ___% of the booking amount as administrative charges, taxes, duties, cess(s) etc. collected from applicant and deposited to the government exchequer, and commission paid to real estate agent against the said transaction. In the event of cancellation the applicant shall cease to have any right, lien or interest on the said unit and the promoter shall have the right to sub lease the same to any other person at its sole and absolute discretion.

POSSESSION

24. That the physical possession of the unit shall be handed over by the promoter to the applicant(s) after execution and registration of the lease deed and payment of all dues/charges/levies/duties and taxes with respect to the said unit, enumerated under the Allotment Letter/Agreement for lease/ Maintenance agreement/Sub-lease deed/ other agreement or documents executed between the applicant(s) and the Promoter.
25. The Promoter shall at all times have the first lien and charge on the unit for all its dues and other sums payable by the Applicant(s) to the Promoter.
26. The promoter shall endeavour to handover the possession of the unit to the applicant(s) within the agreed time as per the agreement for lease to be executed with the applicant subject to extension(s) as may be granted by the UP RERA from time to time. In case of any further delay in handing over the possession, the Developer shall pay interest to the non-defaulting customers as prescribed in RERA Act, however, if the developer had granted any waiver of interest to the customer on his /her/their delayed payments, the same shall be adjusted from interest payable to customer.

27. The promoter shall offer in writing vide a letter, to the applicant(s) to take over the possession, occupy and use the said unit within the stipulated time mentioned in such letter. The said unit shall be handed over to the applicant(s) for occupation and use subject to the applicant(s) having complied with all the terms and conditions of the application form/ Sub-lease deed and is not in default under any of the terms and conditions and has complied with all provisions, formalities, documentation etc. as may be prescribed by the promoter in this regard. The Applicant(s) shall within the stipulated time in the said letter , takeover the possession of the said unit by executing necessary indemnities, undertaking, documentation and making payment of all the dues/ charges/taxes, failing which the due date of possession mentioned in the said letter shall be considered as deemed date of possession.
28. The applicant shall be deemed to have taken possession on the due date mentioned in the letter offering possession. The applicant shall be liable to pay maintenance charges, other charges, property tax, municipal taxes etc. from the said due date to the Promoter/competent authorities as the case may be.
29. The promoter shall be deemed to have handed over the unit to the applicant on the date of possession offered in the letter. In case of delay in taking over the possession by applicant the promoter shall hand over the unit on 'as is where is' basis, on the date on which the applicant takes actual possession and promoter shall not be liable to cover up normal wear and tear due to passage of time/delay on part of applicant. The applicant(s) further agrees not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.
30. 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 future phase(s)/Project(s) adjoining to the Project.
31. The applicant(s) shall further agrees that the Promoter may utilize the present available FAR of the project or any FAR available in future including purchasable FAR, in any existing or upcoming project(s) in the manner as it may deem fit as per the applicable laws and applicant(s) shall not claim any right, interest or claim in the available FAR what so ever and have no objection in this regard.

MAINTENANCE

32. The Applicant(s) of the unit shall pay necessary maintenance charges including security deposit for maintaining and up keeping of the project and providing the various services of the project.
33. Applicant(s) shall make payment of monthly maintenance charges and other charges regularly on demand as per bills raised by Promoter or Maintenance Agency. In case of non-payment of maintenance charges within the time specified, he/she/they shall be liable to pay interest as per the bye laws to be made in this regard and maintenance agreement (if any) and non-payment of maintenance charges shall also disentitle him/her/them to the enjoyment of common services including electricity, water etc.

INDEMNIFICATION

34. 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.

CORRESPONDENCE

35. The applicant(s) has declared its address, mobile number and e-mail ID in this application form . The promoter shall issue all notices, demand letters, correspondence on said address(s). In case of change of any communication detail it shall be responsibility of the applicant to inform the Promoter through registered email or letter by Registered A.D., failing which, all demand notices and letters posted at the first Registered address will be deemed to have been served upon 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 therefrom. The applicant(s) hereby agrees that the Promoter shall not be liable/ responsible to reply to any query received from any e-mail ID not being previously registered with the Promoter.

36. 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.

COMPLIANCE OF LAWS RELATING TO REMITTANCES

37. 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 after deduction of administration charges, taxes, duties, cess paid to the account of government exchequer, amount paid to real estate agent against the transaction with the applicant etc. without any interest and the booking shall stand cancelled forthwith. The applicant(s) agrees that the Promoter will not be liable in any manner on such account.

OTHER TERMS

38. The applicant(s) undertakes that Promoter has fulfilled and complied with all norms and standards set out by the department of IT & Electronics Government of U.P. for the setting of the Project of IT and IT enabled services.
39. The applicant(s) agrees and accepts that applicant (s) shall use the unit only for IT and IT enabled services and shall strictly comply with the building regulations and directions formulated under the provisions of U.P. Industrial Area Development Act, 1976.
40. In case the applicant(s) want to avail loan facility to facilitate the purchase of the unit, promoter shall facilitate the process subject to the following :
- The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only.
 - The responsibility of getting the loan sanctioned and disbursed as per the Payment Schedule opted will rest exclusively on the applicant(s). In

the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the promoter as per the schedule, shall be ensured by the applicant(s)

- c. 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 unit to the applicant(s). The creation of such charge shall not affect the rights of the applicant to the said unit.

41. The applicant(s) shall not be entitled to sell, transfer, assign or otherwise part with portion of the whole or any part of the sub leased premises without the prior written permission of both the "LESSOR" and the promoter and as per the terms and conditions of the Lease Deed and those to be set in the permission to transfer including payment of transfer charges to the "LESSOR". The decision of the "LESSOR" in respect of the terms and conditions for transfer and that relating to transfer charges will be final and binding on the buyer and subsequent transferee/purchaser.

42. In case the said application form is signed by any representative of the applicant in such case the said application shall not be considered by the promoter unless the applicant provides a valid power of attorney in name of the said person authorizing him for such action.

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

44. In case the said application form is signed by any representative of the applicant in such case the said application shall not be considered by the promoter unless the applicant provides a valid power of attorney in name of the said person authorizing him for such action.

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us. I/we have 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. 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 provided in this application, I/we shall be left with no right, title, interest or lien under this Application qua the said unit.

Name of Applicant(s)

Signature of Applicant(s)

1

1.....

2

2.....

Accepted For:

Authorized Signatory

Date

Place

For office Use Only

CHECKLIST

- Application Form is completely filled with photographs and duly signed by the Applicant(s) []
- Cheque for Application money is in proper name with date and sign []
- Copy of Company's Identity Card is attached with the form []
- Copy of -attested copies of PAN card and ADHAAR Card of all authorized signatories are attached with the form []
- Address Proof and other relevant documents are attached with the form []
- Copy of Price List duly agreed & signed by customer []

Applicant Signature

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Co- Applicant(s) Signature

after execution of Sub-lease deed				

DRAFT FOR RERA REGISTRATION PURPOSES