

Mendu Road, Hathras

Blooming Lifestyles

APPLICATION FORM



1/2/3 BHK Apartments & Duplex Villas



Application Form for Registration
of a unit in "Utkarasht Lotus Greens"
Hathras, Uttar Pradesh

First
Applicant
Photograph

Second
Applicant
Photograph

To,
UTKARASHT LOTUS GREENS APARTMENT,
Near RTO office, Mendu Road, New Town, Hathras - 204101

Sub: Application for Provisional Registration for Allotment of a Residential Apartment in your Project



Dear Sir,
I/We the Under signed that Flat(s) may be provisionally allotted to me/us as per the Company's terms & Conditions which I/We have read, understood and shall abide by the same as stipulated by the Company.

I/we am/ are enclosing here with cheque/Draft/Pay order No./Cash _____ Dated _____ For _____
(Rupees only) drawn on in favor of " M/s Dream Town Developers Pvt. Ltd." this may please be treated as an advance payment for Registration.

I/We request that I/We may be provisionally allotted Flat(s) in your Residential Project" UTKARASHT LOTUS GREENS" project Hathras having a tentative Super Built Up area of _____ Sq. ft.

My/ Our particulars as mentioned below may be recorded for reference & communications:

First Applicant

Mr./Mrs _____

S/o, D/o, W/o, Sh. _____

Permanent Address _____

Correspondence Address _____

Date of Birth _____

Contact No. _____

Email I.D. _____

Nationality _____

PAN No. _____

I.D. Proof _____

(any one of the 1. Driving Licence, 2.Passport, 3. Voter Card, 4. Aadhaar Card)

Second Applicant

Mr./Mrs _____

S/o, D/o, W/o, Sh. _____

Permanent Address _____

Correspondence Address _____

Date of Birth _____

Contact No. _____

Email I.D. _____

Nationality _____

PAN No. _____

I.D. Proof _____

(any one of the 1. Driving Licencc, 2.Passport, 3. Voter Card, 4. Aadhaar Card)

Details of the Residential Unit :

Unit Type _____ Block _____ Floor _____ Unit No. _____ Super Built up Area _____

Particulars

A. Basic Sale Price (BSP)

B. Preferential Location Charges (PLC) any

C. Additional Charges

I. Power Back-up Installation Charges

II. Interest Free maintenance Charges

Total Amount

III. Club Membership Charges _____
 IV. Car Parking Charges _____
 V. EDC / IDC _____
 VI. Other Charges / Service Tax _____
 Total (A+B+C) _____

Payment Plan : Down Payment Plan Construction Link Plan Installment Plan
 Mode of Booking : Direct Dealer / Sale Team

Details of the Dealer/sale Team	
Name _____	Address _____
Telephone No. _____	Mail ID _____
Mobile No. _____	Code No. _____

DECLARATION

I / We the above Applicant do hereby declared that the above particulars given by me / us are true & correct in my/our best knowledge and nothing has been concealed here form. Any Allotment against this application is subject to the term and conditions attached to this application form and that of the Allotment latter . The terms & conditions the roof shall ipso-facto be applicable to my/our legal hair(s), successor(s), and nominee (s)
 I/We Undertake to inform the Company of any changes in my/our address or in any particular/information, given above, till the booked property is registered in my / our name(s) falling which particulars shall be deemed to be correct and the letters sent at the recorded address by the Company Shall be deemed to have been received by me / us Payment Plan are Purely on self payment basis and is not dependent on Bank finance from any financial institute.

Name of Applicant (S) 1 _____ (Sole/First Applicant) 2 _____ (Sole/Sceond Applicant)
 Signature (S) 1 _____ (Sole/First Applicant) 2 _____ (Sole/Sceond Applicant)

Place : _____ Date : _____

1. All Cheques/Drafts to be made in favor of " M/s Dream Town Developers Pvt. Ltd." Payable at Hathras.
2. Person signing the Application form on behalf of other person/Company shall file their proper Authorization/Power of Attorney/Resolution.
3. Stamp duty, Registration fee and Allied Charges for execution and registration of Sale deed will be additionally payable by the Applicant / Allottee before Possession

For Office Use Only

Application received by _____ Application accepted / rejected _____
 Registration money received vide receipt No. _____ Dated _____ for Rs. _____
 (Authorized Signatnay)
 Place : _____ Date : _____

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF A RESIDENTIAL FLATS " UTKARASHT LOTUS GREENS" NEW HATHRAS

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Standard Buyer's Agreement/Allotment Letter which would be executed between the Applicant(s) and the Company

1. The Applicant has applied for allotment of Residential Flats in the upcoming Residential Project " Utkarash Lotous Greens" to be constructed and developed by M/s. Dream Town Developers Pvt. Ltd. (herein after referred as "Company") Location situated at Hathras Junction road, New Hathras, Distt. Hathras (Uttar Pradesh).
2. The Applicant(s) has applied for allotment of a Residential Flats with full knowledge of all the laws/notifications and rules applicable to this area in general and this Project in particular which have been explained by the Company and understood by applicant(s).
3. The Applicant(s) has satisfied himself/herself about the rights, interest and title of the Company to sell and market the said Residential Flats and right and title of the Company in the land on which the said project named " UTKARASHT LOTUS GREENS" is being developed. The applicant(s) has understood all limitations and obligations in respect thereof. The Applicant(s) agree(s) that there will not be any further investigations or objections by him/her/it in this respect.
4. The Applicant(s) shall execute the Standard Residential Flats Buyer's Agreement/Allotment Letter with the Company, within 30 days from the date of communication as and when issued by the Company along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the Standard Residential Flats Buyer's Agreement/Allotment Letter. The Applicant(s) shall execute the standard maintenance agreement with the Company or its nominated maintenance agency, as the case may be, at the time of possession. The Applicant(s) undertakes to pay the required Security Deposit and the maintenance charges as may be applicable and decided at the relevant time.
5. The Applicant(s) hereby agrees and undertakes to execute the Maintenance Service Agreement ("Maintenance Agreement") in the standard format prescribed by the Maintenance Service Provider/Company, which is applicable to all the Residential Flats owners. Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or conveyance of the said Residential Flats. The Applicant(s) further undertakes to pay maintenance charges as may be applicable by the Company/Maintenance Service Provider from the date within 30 days of the offer of possession or actual possession, whichever is earlier, to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Service Provider from time to time. Refusal to execute the Maintenance Agreement by the Applicant(s) shall also entitle the Company to terminate the allotment and forfeit the earnest money.
6. The Applicant(s) shall make all payments of the said Residential Flats as per the Payment Plan along with the other charges as agreed upon. The Applicant(s) shall further make payment of registration charges, stamp duty, service tax and other expenses as and when demanded by the Company to enable it to convey the said Residential Flats in favor of the Applicant(s). The Applicant(s) shall make all the payments irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in the Agreement or even otherwise. Any default in payment or non-payment shall be considered and deemed to be fundamental breach of the Standard Residential Flats Buyer's Agreement/Allotment Letter.
7. Apart from basic price, applicant(s) will have to pay Development Charges (DC) (including escalations, if any); Preferential Location Charges (PLC), Extra Electrification Charges (EEC), Fire Fighting Charges (FFC), Utility Connection Charges (UCC), Power Back Up Installation Charges, Lift Charges, Interest Free Maintenance Security, Meter Charges, other administrative charges, Stamp Duty, conveyance deed and registration charges, Service Tax and other applicable taxes which will be declared by company during the course of construction and shall be payable additionally by the applicant(s) as and when demanded by company. "Development Charges" or "DC" shall include of External Development Charges (EDC) and Infrastructure Development Charges (IDC) as per their interim rates at the time of grant of License, Cost being incurred by company in making payment of EDC, IDC, interest and cost of such other development works as may be undertaken by the company within said project which are not charged specifically anywhere else. Any increase in EDC or IDC or costs incurred by company towards EDC, IDC shall increase the rates of DC. The final amount of Development Charge shall be determined upon finalization of EDC and/or IDC by the Government. Increased DC if any, shall be paid by the Applicant (s) to the company on demand without any objection and/or protest. The company reserves rights to do acts for the betterment of the specifications of internal services and in that event any increase in the cost, shall be to the account of the applicant(s).

8. The Applicant(s) shall be liable to make the payments on payment plan effective on the day of booking based on Unit type and floor selected by the Applicant(s) for the Residential Flats in respect of the following but not limited to Preferred Location Charges (PLC), Interest Free Maintenance Security Deposit (IFMS), Monthly Maintenance Charges (MC), Power Backup, Club Membership and Car Parking as and when demanded by the Company and/or Designated Maintenance Provider
9. The Company is in the process of developing the said Project in accordance with the provisions as applicable, which have been explained and understood by the Applicant(s). Company has the right to alter the layout plan of the Residential Flats, which may result in increase/decrease of area of said Residential Flats. This Revision in layout may be either in past or in future. Increase/decrease in area of Residential Flats may be due to any reason whatsoever. However the area of Residential Flats will not increase/decrease by more than 25% (Twenty Five Percent) of the area mentioned in the application. In case due to any revision in layout of Residential Flats either in past or in future or due to any other reason whatsoever, area of said Residential Flats is increased/decreased, Applicant(s) shall have to pay the basic price and other charges for said Residential Flats in accordance with the final area developed and calculated by Developer.
10. That 5% of the total sale consideration on the total area of the Residential Flats shall constitute the "Earnest Money". Timely payment of each instalment of the total consideration i.e. basic sale price, DC and other charges as stated herein is the essence of this transaction/agreement. In every case of default in making payment of any instalment, irrespective of the type of Payment Plan, applicant(s) shall be liable to pay interest @ 18% per annum for the period of delay upto three months and 24% per annum where the delay is more than three months. However in case any of the instalment remains due for a period of more than 2 (two) months company shall have the right to cancel the allotment agreement. It is especially agreed by applicant(s) that applicant(s) shall not withhold payment of any amount demanded by company under any circumstances including for want of any information or existence of any dispute.
11. Subject to other terms and conditions and any other circumstances not anticipated and beyond the control of the Company and any restraints/restrictions from any Court authority and subject to the Applicant(s) having complied with all the terms and conditions of the present Application Form for allotment and the Applicant(s) not being in default of payment including but not limited to timely payment of the total Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentations etc. including the Standard Residential Flats Buyer Agreement/Allotment Letter, the Company proposes to handover the Possession of the Residential Flats to the Applicant(s) within a period of Two and a half years from the date of execution of buyer's agreement.
12. The Company shall give notice of Possession to the Applicant(s) with regard to the handing over of the possession and in the event the Applicant fails to accept and take possession of the Residential Flats within 30 days of issuance of the notice, the Applicant(s) shall be deemed to be the custodian of the Residential Flats from the date indicated in the notice of possession and the Residential Flats shall remain at the risk and cost of the Applicant(s). If the Applicant(s) fails to take over the said Residential Flats as aforesaid within the time limit prescribed by the Company in its notice, then the said Residential Flats shall be at the risk and cost of the Applicant(s) and the Company shall have no liability or concern thereof. In the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of said Residential Flats on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of said Residential Flats or for any other purpose. Further it is agreed by the Applicant(s) that in the event of his failure to take over the said Residential Flats in the manner as aforesaid, the Applicant(s) shall pay to the Company holding charges at the rate of Rs. 25/- (Rupees Twenty five only) per sq. ft. of the area of the said Residential Flats per month for the entire period of such delay and agrees that the Company may withhold conveyance or handing over for occupation and use of the said Residential Flats till the entire compensation with applicable over due interest, if any, at the rates as prescribed in this Letter of allotment are fully paid. It is made clear and the Applicant(s) agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to but in addition to maintenance or any other charges as provided in this Letter of Allotment.
13. As Applicant(s) will pay the cost of said Residential Flats as per construction linked scheme, allottees shall not blame the company in any manner whatsoever in case of delay in offer of possession of Residential Flats by company.
14. The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel/terminate the Booking/Allotment/Application and shall forfeit the amounts paid/deposited up to the earnest money as stated hereinabove, and may refund the balance amount to the Applicant(s), if applicable, without any interest and compensation whatsoever.
15. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid instalments, interest or other outstanding amounts, if any.
16. That the transfer/incominon of a Residential Flats wherein either the full payment has already been made or agreed schedule of payment of instalments. Or in case wherein full payment of the Residential Flats has not been made, schedule of payment of instalments is not yet over, transfer charges shall be levied INR 30,000/- (Rupees thirty thousand) minimum or 2% of the unit cost based on BISP at the time of transfer whichever is higher. It is specifically explained by the company and has been understood by the Applicant(s) that Company shall not allow any transfer /nomination until and unless the Applicant(s)/Allottee(s) has deposited or paid atleast 45% of total sale price with the Company.
17. The Applicant(s) shall take possession of the said Residential Flats after making the full payment and get the conveyance deed executed within 30 days from the date of the Notice of possession issued by the Company subject to terms and conditions of the Residential Flats Buyer's Agreement/Allotment Letter.
18. The Applicant(s) shall get his/her/its complete address registered with the Company and it shall be his/her/its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the time when those would ordinarily reach such address. In case of any change of address, the Applicant(s) shall without fail get the address recorded in the books of the Company. The receipt of any communication of the Company at the joint address of the Applicant(s) would confirm that change of address has been duly recorded in the books of the Company. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue there from. That it is hereby clarified that in case of joint Applicant(s), all communications, demand notices, termination/cancellation letter, refund, etc., shall be sent by the Company to the Applicant(s) whose name appears first and at the address and to receive its confirmation in writing given by him/her/it which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s).
19. The provisional and/or final allotment of the Residential Flats is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
20. That the allotment letter issued by the Company allotting the Residential Flats in the said Project shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Residential Flats Buyer's Agreement/allotment letter, within stipulated time and/or thirty (30) days from the date of offer of allotment and/or from the date of communication by the Company, then this application for allotment shall stand cancelled/terminated at the sole discretion of the Company and the Earnest Money shall stand forfeited and Applicant(s) shall be left with no rights or interest or claims in respect of the said application/allotment. No compensation or interest or any charges shall be paid by the company to the Applicant(s). It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Residential Flats Buyer's Agreement/Allotment Letter shall supersede the terms and conditions as set out in this application.
21. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.
22. The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage charge securitization of receivables of the said Residential Flats subject to the said Residential Flats being free from any encumbrances at the time of execution of Sale Deed. The Company/financial institution/bank shall always have the first lien/charge on the said Residential Flats for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.
23. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Residential Flats Buyer's Agreement/allotment letter.
24. The Applicant(s) (in case of an NRI PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act - 1999(FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc and provide the Company with such permissions, approvals which would enable the company to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall alone be liable for any action under FEMA. The Applicant(s) shall keep the company fully indemnified and harmless in this regard.
25. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this Application in any way and Company shall issue the payment receipts in favor of the Applicant(s) only.
26. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Residential Flats shall be subject to the strict compliance of bye laws, rules etc. that may be issued by the appropriate authority and framed by the Company for occupation, use and transfer of the Residential Flats and such other conditions as per the applicable laws.
27. The Applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Residential Flats to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute or claim any right/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s). In such case, the Applicant(s) shall be entitled to refund of the entire amount without any interest.
28. The Applicant(s) understands and confirms that the allotment of the Residential Flats made shall not be construed as sale or transfer under any applicable law and the title to the Residential Flats hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the entire sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favor.
29. That the basic sale value is calculated free but it is subject to revision/withdrawal, without notice at the sole discretion of the company, if there is an increase in the prices in the raw materials like steel, cement etc or any other cost or any other charges etc.
30. The Applicant(s) agrees that in case the Company is unable to deliver the said Residential Flats to the Applicant(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority, (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, (c) if any matters, issues, relating to such approvals, permissions, notices, modifications by the Competent Authority(ies) become subject of any suit, writ before a Competent Court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the Company may cancel the allotment of said Residential Flats in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
31. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/lease/possession or any other arrangements as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard. However, this transfer will not effect the rights of Applicant in this application/allotment.
32. The Company and/or its Associate Company reserves the right to alter any terms and conditions clause of the Project at its discretion as and when considered necessary.
33. In case company ever decides to provide any additional facility or service all costs thereof (including capital costs and running expenses) shall be shared between all Residential Flats owners proportionately.
34. The Applicant(s) should correctly mention his/her particulars and Permanent Account Number (PAN) in the Application form. If the same is not provided or are found to be wrong then the Application may be summarily rejected. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Residential Flats under the Project. Similarly, in the case of Company applying for the Residential Flats, should sign through authorized personnel enclosing an authority letter/board resolution.
35. The Company reserves the right to cancel the allotment of Residential Flats in case Allotment being obtained through misrepresentation and suppression of material facts and company's decision in this regard shall be final. 36.
36. Applicant(s) also agree and understand that all plans and specifications of said Residential Flats are tentative, which are subject to change/alter as per directions of competent authority or as per discretion of company or its architects.
37. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Standard Residential Flats Buyer's Agreement/Allotment letter including the interpretation and validity of the 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 through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at a specified location at Delhi by a sole arbitrator appointed by the Company. The Applicant(s) hereby confirms that he/she shall have or raise no objection to this appointment. The Courts at Hathras alone shall have the jurisdiction in all matters arising out of touching and/or concerning this application and/or Residential Flats Buyer's Agreement/Allotment Letter regardless of the place of execution of this application which in any case is deemed to be at Hathras.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Standard Residential Flats Buyer's Agreement/Allotment Letter which shall supersede the terms and conditions set out in this application. I/we are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and/or Standard Residential Flats Buyer's Agreement/Allotment Letter and I/we shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Standard Residential Flats Buyer's Agreement/Allotment Letter. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien on the Residential Flats applied for and provisionally and/or finally allotted to me/us in any manner whatsoever and the company shall be entitled to sell the Residential Flats to any other person.

Signature of the Applicant(s)

UTKARASHT GROUP

Project Office : UTKARASHT OTUS GREENS APARTMENT,
Near RTO office, Mendu Road, New Town, Hathras - 204101
Uttar Pradesh

Tel : +91 8979975656, 89799756566

E-mail : utkarasht@gmail.com url : www.utkarashtgroup.com

