

APPLICATION FORM

D.A. Engineers & Developers Pvt. Ltd.
Site Off.: Mandakini Apartments
Opp. Parag Milk Factory Near
South City, Budaun Road, Bareilly

Dated

PHOTOGRAPH
OF SOLE/FIRST
APPLICANT

PHOTOGRAPH
OF SOLE/FIRST
APPLICANT

Dear Sir,

I/We hereby wish to register for allotment of a residential apartment in Group Housing Project named as "Mandakini Apartments" to be developed and constructed by D.A. Engineers & Developers Pvt. Ltd. (hereinafter referred to as the "Company") Opp. Parag Milk Factory, near south city, Budaun Road, Bareilly. I/We agree to abide by the terms and conditions attached to this Application form and also agree to sign and execute, reversed agreement.

I/We remit here with a sum of Rs. _____ (Rupees _____) Vide Bank Draft /

Cheque No. _____ Dated _____ Drawn on

_____ in favour of "D.A. Engineers & Developers Pvt. Ltd." as booking amount.

I/We further agree to pay the installments & additional charges as per the payment Plan (opted by me/us) as shown in the price list, failing which Registration will be cancelled and the booking amount shall be forfeited by the company. My/Our particulars are given below :-

1. SOLE / FIRST APPLICANT :

Mr. / Mrs. / Ms.

Son/Wife/Daughter of Mr.

Date of Birth Profession Designation

Nationality.....

Residential Status : Resident Non-Resident Foreign National of India Origin

Residential Address.....

Office Address

Tel. Res Off Mobile

Fax No. E-Mail ID

Marital Status No. of Children

Income Tax Permanent Account No. / Ward No.

2. Second Applicant :

Mr. / Mrs. / Ms.

Son/Wife/Daughter of Mr.

Date of Birth Profession Designation

Nationality

Residential Status : Resident Non-Resident Foreign National of India Origin

Residential Address

Office Address.....

Tel. Res Off Mobile

Fax No. E-Mail ID

Marital Status No. of Children

Income Tax Permanent Account No. / Ward No.

3. Details of Residential Apartment :

I. Type II. Tower III. Apartment No. IV. Floor.....

V. Block VI. Super Area Sq. Ft. Approx

4. Details of Pricing :

Particulars	Details	Amount
A. Basic Sale Price (BSP)	@Rs. Per Sq. Ft	
B. Preferential Location Charges		
i. PLC Floor Wise	@Rs. Per Sq. Ft	
ii. Location PLC	@Rs. Per Sq. Ft	
C. Additional Charges		
i. Car Parking	@Rs.	
ii. Club Membership	@Rs.	
iii. Power Backup Charges	@Rs. Per KVA	
iv. Electrical Connection Charges	@Rs.	
vii. Others (if any)	@Rs.	
Total (A+B+C)		

*Monthly Maintenance Charges Payable Extra.

5. I/We require Electrical Connection for KVA (minimum 2 KVA). I/We are ready to pay the charges @ Rs. 15000/- Per KVA Total Amount Rs. (.....) at the time of possession.

6. I/We require power backup of KVA (minimum 1 KVA). I/We are ready to pay power back-up installation charges @ Rs. 15000/-per KVA Total Amount Rs. (.....) at the time of possession and ready to pay the per unit charges of the power back-up (i.e. running of DG Set) to be decided at the time of possession.

Payment Plan Option	Down payment Plan <input type="checkbox"/>	Flexi Plan <input type="checkbox"/>	Construction Linked Payment Plan <input type="checkbox"/>
Mode of Booking	Direct <input type="checkbox"/>	Dealer <input type="checkbox"/>	
If through Dealer	Name + Address		Signature Met Stamp

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. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir (s), successors (s) and nominees (s) I/We undertake to inform the Company of any change in my/our address or in any other particulars/information given above, till the booked property is registered in my/our name (s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the company shall be deemed to have been received by me/us.

Name of Applicant (s)

Signature of the Applicants (s)

Note : (i) All Cheques/ Drafts to be made in favour of M/s D.A. Engineers & Developers Pvt. Ltd. Payable at Bareilly only.

(ii) In Case, the cheque comprising booking amount is dishonored due to any reason, the company reserves the right to cancel the booking without giving any notice to the applicant (s).

(iii) Persons signing the Application form on behalf of other person/firm/ company shall file proper Authorisation/power of Attorney/Resolution.

(iv) The provisional booking do not convey in favour of purchaser any right, title or interest of what soever nature unless and until required documents such as Sale Agreement/Sub Leases Deed/ Allotment Letter, etc. are executed.

FOR OFFICE USE ONLY

1. Type of Bank account of Applicants if NRI/POI (NER/NRO/Foreign Nationals).....
2. Check List :-
 - a) Booking Amount : Local Cheque/Drafts
 - b) PAN Copy of PANCard/Form 60 enclosed
 - c) Memorandum of Association Articles of Association (For booking in the Name of Companies)
 - d) Copy of Passport and Account details (For NR/S and POIs to make payment Through NER/NRO/Foreign Currency Account only)
 - e) Photographs and signatures of intending Allottee (s)

Remarks, if any

Booked by checked by Approved by

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN MANDAKINI NEAR SOUTH CITY, BADUAN ROAD, BAREILLY

1. Whereas free hold land of the aforesaid project has been purchased by the company (D.A. Eng. & Developers Pvt. Ltd. vide sale datedSub Registrar Office.)
2. The building plans of proposed Group Housing Plot will be submitted / sanctioned by the "Bareilly Development Authority B.D.A. The Complex will have apartments of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial & meeting room etc.
3. The intending Allottee (s) confirms that he/she/they has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and has/have fully satisfied himself/herself/themself develop and construct the Apartments in the said Project and also has right to allot/sell Apartments of different sizes and dimensions in the said Project "Mandakini Appartments."
4. The intending allottee (s) is/are aware of and has/have knowledge that the proposed plan of multi-storied building/towers are tentative and agreed that the company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the company/Bareilly development authority or any other local authority or body having jurisdiction.
5. 'Saving and excepting the particular apartment allotted, the intending allottee (s) shall have no claim, or right of any nature or any kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, part, excepting what has been allotted by an agreement to intending allottee (s) or spaces for public amenities, shopping centre or any other space not allotted to him/her/them, which shall all remain the property of the company for all times unless the company decides to dispose them off, but subject to right of the intending allottee (s) a mentioned hereinafter.
6. As per the layout plan it is envisaged that the apartments on all floor shall be sold as an independent apartments with impart able and undivided share in the land underneath. The intending allottee (s) shall not be permitted to construct anything on the terrace. However, the company shall have the right to develop and built the area on the terrace in case of any change in the F.A.R. and carry out construction of further Apartment in the eventuality of such change in the F.A.R. The intending allottee (s) hereby agrees the right of the company to use the staircase and other facilities for the construction of the additional independent units. The intending Allottee (s) shall have no right to object to the same.
7. The intending allottee (s) has/have agreed the aforesaid sale lease consideration is for the Total area of the said apartment, as mentioned herein above, property known as "Super Area", which comprises the covered areas, areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exists of the building, water supply arrangements and installation such as power, light sewerage etc & including all rights attached to the said apartment, However, it is admitted, acknowledged and so recoded by and between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the F.A.R. density. Club, open spaces, lobbies, staircase, lifts, terraces, roofs, space for commercial, park, parking (excepting what has been allotted to intending allottee (s) by this Agreement) or tents, space

for public amenities, shopping centres and other facilities will be the sole ownership of the Company who will have the authority to change membership for such facilities and dispose off the other assets, whatever stated above.

8. The intending allottee (s) has/have selected the aforesaid Payment PLAN :

Down Payment Plan

Construction Link Plan

a. Installments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein above.

The intending allottee (s) has/have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period as per the Payment Plan, or in the event of breach of any of the term and condition of this allotment by the intending allottee (s). The company shall have the right to cancel the allotment and forfeit the entire amount of booking Amount (10%) and the balance amount if any will be refunded without any interest and the allottee (s) shall be left no right or lieu of the said apartment.

b. If for any reason the booking of the apartment is canceled by the intending allottee (s), then the entire amount of booking (10%) of the apartment would be forfeited and balance amount will be refunded without any interest.

c. In exceptional circumstances, the company may, in its sole discretion condone the delay in payment, by charging interest @ 24% per annum from the date of delayed payments/outstanding. In the event of the Company waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending allottee (s).

9. In case the intending allottee (s) wants to avail of the loan facility from his employer or any Financial Institution or any Bank to facilitate the purchase of the unit applied for, the company shall facilitate the process subject to the following :

a. The terms of the financing agency shall exclusively be binding and applicable upon the intending allottee (s) only.

b. The responsibility of the getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the intending allottee (s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the company, as per schedule, shall be ensured by the intending allottee (s), failing which, the intending allottee (s) shall be governed by the provisions contained in clause 8 as above.

10. That after the execution of allotment letter the intending allottee (s) shall be treated/referred as allottee (s).

11. The intending allottee (s) has/have agreed that for the purpose of calculating the sale price in respect of the said apartment the super area shall be the covered area, inclusive of the area under the periphery walls, area under columns and walls, cupboards, plumbing shafts adjoining the said apartment and balconies plus proportionate share of the service area to be utilized for common use and facilities only. The built up area shall be measured from the outer edge of the wall if it is not common and from the center of the walls if it is common.

12. The intending allottee (s) shall not be entitled to get the name (s) of his/her nominee (s) substituted in his/her place. The company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the intending allottee (s) as registered/recorded with the company (including addition/deletion), amongst family members (husband, wife and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company for time to time will be paid by the intending allottee (s) before such change.

13. The construction of the Apartment is likely to be completed within 30 months of signing hereof, subject to force major circumstances beyond the control of Developer, regular and timely payment by the intending allottee (s), availability of building erial, change of laws by Governmental/Local Authorities etc. No claim by way of damage, compensation shall lie against the Company in case in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company.

14. In case the Company is unable to construct the Apartments within aforesaid stipulated time or within further extended period of six months from the aforesaid stipulated time whichever is later subject to aforesaid reason, the Company will compensate the intending allottee (s) for delayed period @ Rs. 5/- per Sq. ft per month, provided the intending allottee (s) has/have paid all the installments on time. On the other hand if the intending allottee (s) fails to take the possession of the Apartment within one month from the date of asking him/her/them to take the possession, intending allottee (s) shall pay @ Rs. 5/- per Sq. ft per month to the company for the period the intending allottee (s) delays in taking possession.

15. It is hereby agreed between the parties that if there is either reduction or increase in the covered area of said Apartment or its location, no claim, monetary or otherwise will be raised or accepted except that the agree rate per sq. ft. and other charges will be applicable for the changed area. i.e. at the same rate, at which the apartments was booked and as a consequence of such reduction or increase in the super area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitle to recover the additional price and other proportionate charges without interest, as the case may be.

16. Any request for any change in construction of any type in the apartment from the intending allottee (s) will not be entertained / allowed.

17. It is hereby agreed, understood and declared by and between the parties that the Registry shall be executed and registered in favour of the intending allottee (s) after the apartment has been fully and finally constructed at the site and after receipt of the total sale consideration and other charges, agreed herein, by the Company and other connected expenses i.e. cost of Stamp duty for registration of the deed/registry, registration charges/fee miscellaneous expenses and Advocate legal fee/charges, which shall borne and paid by the intending allottee (s).

18. The maintenance, upkeep, repairs, security etc, of the building including the common area of the building will be organized by the Company or its nominee. The intending allottee (s) agree (s) and consents to the said arrangements. The intending allottee (s) shall pay maintenance charges, which will be fixed by the company or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the intending allottee (s) liable for interest @ 18% per annum. Non-payment of any of the charges within the time specified shall also dis-entitle the intending allottee (s) to the enjoyment of common services, use of lifts and use of water etc. The intending allottee (s) consents to this arrangement whether the building is transferred to other body corporate and shall continue till such time as the Company terminates the arrangement.

19. The intending allottee (s) has/have to sign a "Maintenance Agreement" with the Company or its Nominee as appointed by the company at the time of possession of the Apartment. The intending allottee (s) has/have also agreed to pay the maintenance charges of the said apartment to the company or its nominee, as appointed by the Company. The intending allottee (s) will deposit Rs. 15000/- as interest free Non-Refundable Maintenance Security Deposit with the company or its nominee, as appointed by the company.

20. That the 75% of the interest Free Maintenance Security Deposit given by the intending allottee (s) to the Builder or nominee of the Builder is refundable to the intending allottee (s) Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of Maintenance to the RWA of the complex at the time of handing over of Maintenance of the Project/complex the charge over the following will be handed over to the RWA.

21. That Builder vitran shall get single point electric connection for the complex from the Madnyanchal Vidyut Nigam Limited or any other concerned Authority and will be distributed through separate meters to the intending allottee (s) through prepaid system. The intending allottee (s) will get the electric connection for the capacity, as opted by him/her/them at the time of booking (minimum 2 KVA @ Rs. 15000/- per KVA.

22. That the Carbon Credit Benefit arisen, if any, in the Group Housing Project can be redeemed by the Builder.

23. That the intending allottee (s) can also avail additional power back-up facility (over and above 2 KVA allowed) and notify his/her/their requirement at the time of booking in Application Form. He/She/They will pay @ Rs. 15,000/- extra per KVA at the time of offer for possession for power back up installation charges. The intending allottee (s) may kindly ensure to have given consent in writing at the time of application as no request for power backup shall be entertained later on. The per unit charge for the power backup (i.e. running cost of the DG Set) shall, however, be decided at the time of offer for possession.

24. The intending allottee (s) agreed that the cost of External Development Charges, if any, imposed by the local authorities/bodies shall be borne prorata by each allottee, which shall be in addition to the basic sale-price.

25. The intending allottee (s) agree (s) to pay on demand taxes of any kind whatsoever, whether levied now or in future on land and / or Apartment (s) as the case may be, from the date of allotment of the apartment and so long as each Apartment is not separately assessed or such taxes for the land and / or building (s) / towers (s) same shall be payable and be paid by the intending Allottee (s) in proportion to the area of his/her/there apartment (s) . Such apportionment shall be made by the Company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the intending Allottee (s) .

26. The intending Allottee (s) shall permit the Company or their representatives when so required to enter his/her/their Apartment for the purpose of performing installation, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Company/intending Allottee (s). In case of an emergency, such right of entry shall be immediate

27. The intending Allottee (s) shall not change, alter or make additions in or to the apartment or the building/tower or any part thereof. The intending Allottee (s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of cloths on the external facade of the building/tower or anywhere on the exterior of the building or in the common areas. The intending Allottee (s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevations or designs of the apartments. The intending Allottee (s) shall be responsible for any loss or damage arising out of breach of any of these conditions.

28. It is hereby agreed, understood and declared by and between the parties that the Company may take construction Finance/demand/loan for the construction of any Block/Tower/Building in the side Project or part thereof from the Banks/Financial Institutions after mortgaging the land/Apartment of the said Project however, the sale deed lease deed in respect of the said apartments in favour of intending allottee (s) will be executed and registered free from all encumbrances at the time of registration of the same.
29. The intending Allottee (s), if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in the "Foreign Exchange Management Act 1999" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The intending Allottee (s) shall furnish the required declaration for the same to the Company.
30. The Company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire lease the same for advertisement purpose and the intending Allottee (s) agree that he/she they shall not object to the same and not make any claim on this account.
31. The Company shall have the right, without approval of the intending Allottee (s) in the building/tower, to make any alteration, addition, improvement or repairs', whether structural or non- structural, interior or exterior, ordinary or extraordinary in relation to any unsold apartment (s) with in the building and the intending Allottee (s) Agree (s) not to raise objection or make any claim on this account.
32. The intending Allottee (s) shall abide by all laws, rules and regulations of the Bareilly Development Authority/Local Bodies/State Government of U.P./Central Government and of the proposed Body corporate, and shall be responsible for all deviations, violations or breach of any of the condition of law/bye laws or rules and regulations before and after the completion of the Project .The apartment shall be used for the purpose for which it is allotted.
33. One Car Parking is mandatory for all applicant at the cost. Scooter/Two Wheelers/cycle will be parked within the same parking space allotted to the intending Allottee (s). A separate agreement for the allotment of the car parking will be executed between company or its nominees and the intending Allottee (s). Purchase of one car parking per Apartment is mandatory. Specified i.e. Rs. 75000/-
34. Further, if there is any Service Tax, Trade Tax and additional levies, Rates, Taxes, Charges shall pay the same. Also the intending Allottee (s), will be liable to pay his/her/their proportionate share.
35. Until a saledeed is executed and registered, the company shall continue to be the owner of the said Apartment and also the construction thereon and this Allotment shall not give to the intending Allottee (s) any rights or title or interest therein even though all payment have been received by the company. The company/Financial Institutions/bank shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the intending Allottee (s) to the Company/Financial Institutions Bank.
36. The intending Allottee (s) shall give his/her/their complete address to the company at the time of booking for all communications and it shall be his/her/their own responsibility to inform the company by registered A/D letter/courier about all subsequent changes, if any

his/her/their address, failing which, all demand letter/notices and letters posted at the first registered address will be deemed to have been received by his/her/their at the time when those should primarily reach such address and the intending Allottee (s) shall be responsible for any default in payment and other consequences that might occur there from.

37. That in case there are joint intending Allottee (s), all communications shall be sent by the company to the intending Allottee (s) whose name appears first and at the address given by him/her/their, which shall for all purpose be considered as serviced on all the intending Allottee (s) and no separate communication shall be necessary to the other named intending Allottee (s). Intending Allottee (s) has/have agreed to this. This Application Form and its all terms and conditions does not constitute an Agreement to sell.

38. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of the person to be appointed by the Company, the intending Allottee (s) hereby confirms that he/she/they shall have no objection to this appointments and the decision of the arbitrator will be final and binding on all parties. The arbitration proceeding shall always be held in Bareilly (India). The arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The Bareilly court alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment. The Company has its registered office situated in Bareilly (U.P.).