

APPLICATION FORM

APPLICATION FOR BOOKING OF RESIDENTIAL UNIT IN PROJECT "BLUE MONARCH"™

To,
M/S AASHIYANA INFRAPROMOTERS PVT. LTD

B-2/5, First Floor, Shivangi Tower,
Vibhuti Khand, Gomti Nagar,
Lucknow - 226010

Dear Sir/Madam,

I/We request that My/Our Application may be registered for booking of a Residential Unit in your Project "BLUE MONARCH"™ being developed and constructed by your Company on plot No. 11/GH-02, Sector-11, at Vrindavan Yojana, Rai Bareilly Road, Lucknow.

I/We have clearly understood that this application does not constitute an Agreement to Sale and I/we do not become entitled to the provisional and/or final Allotment of Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the earnest money/part of earnest money tendered with the Application.

I/We agree to sign and execute, as and when required by the Company (on confirmation of allotment), the Provisional Allotment Letter, Final Allotment letter, the contents whereof have been read and understood by me/us. I/We agree to abide by the General Terms & Conditions laid down in this Application Form.

I/We remit herewith a sum of Rs...../- (Rs.
.....only) by Bank Draft/Cheque No.
.....Dateddrawn on
..... payable at Lucknow
towards the Booking Amount/Earnest Money or part thereof for the said unit. (All drafts and
cheques payable at Lucknow should be drawn in favor of "AASHIYANA INFRAPROMOTERS
PVT. LTD.")

I/We further agree to pay the installment of cost and allied charges as stipulated/demanded by the Company and/or as contained in the Payment Plan opted by me and/or as per the Application Form.

.....
Signatures of all Applicants as a token of acceptance of all Terms and Conditions.

Place

Date

*Photograph
of the
co -applicant*

- [illegible]

Last Name

- [illegible]

Last Name

5. Profession/Constitution of Firm/occupation :

Other

- Foreign National
- ☐

- Pin Code

- Pin Code.....

- Telephone(Off.) (Res.)

Mobile	Fax No.
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E-mail		@	
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Marital Status : Yes ☐ No ☐

[illegible]

Passport No.									
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Voter ID Card No.

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Driving Licence No.

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Specimen Signature

PAYMENT PLAN

Basic Sale Price

RS. /- PER SQ. FT.

Unit No. applied for Parking Nos.

Unit Measuring (Approx.) sq.ft. Super area.

Floor

Unit Category Chosen

Payment Plan Option Chosen by Customer: -

Payment Calculation

• Total Amount at BSP :Rs

• PLC (Preferential Location Charges):

Park Facing /sq.ft

Road Facing /sq.ft

Swimming Pool/Garden Facing /sq.ft

Preferential Floor /sq.ft

Total Amount of PLC Rs

• Other Charges:

Society Maintenance /sq.ft

External Electrification /sq.ft

Fire Safety /sq.ft

LSMD (Lump Sum Maintenance Deposit) /sq.ft

Total Charges per sq ft. /sq.ft

Total Amount of Other Charges Rs

Club Rs.

Power Backup Charges (Rs 20000/KVA) Rs.

Car Parking:

Stilt Covered Nos. /parking)

Covered Nos. /parking)

Open Nos. /parking)

Total Amount for Car Parking Rs

Total Amount of PLC+Charges Rs

Service Taxes Rs

GRAND TOTAL** Rs

**The GRAND TOTAL is excluding all applicable taxes, stamp duty etc. which will have to be paid by the Applicant(s)

Any other Remarks.....

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 there from. I/We agree that any Allotment based on this application shall be subject to fulfillment of the General Terms and Conditions laid down in this Application Form.

I/We shall abide by the General Terms and Conditions herein, and the Payment Plan chosen by me/us laid down in this Application, which shall ipso-facto be applicable to my/our legal heirs and successors.

Date:-

Place:- **Signature/s of Applicant's**

If through Broker:

Name of the Broker/Property Consultant

Address

Contact Details

Company Stamp/Seal of Broker/Property Consultant

General Terms and Conditions for Booking a

Residential Unit in

"BLUE MONARCH"™

WHEREAS

1. That the recitals, annexure /and schedules to this agreement shall form an integral part of this Agreement.
2. In this Agreement, unless the context otherwise requires:
 - (a) Heading is for convenience only and shall not affect interpretation.
 - (b) Words denoting the singular number shall include the plural and vice versa.
 - (c) Words denoting any gender shall include all gender.
 - (d) Words denoting persons shall include bodies of persons and corporation and vice versa.
 - (e) Where a word or phrase is defined, other part of speech and grammatical forms of that word or phrase and cognate expressions shall have corresponding meaning.
 - (f) Reference to any Party shall include the party's successors and permitted assigns.
 - (g) Documents executed pursuant to this Agreement-form part of this Agreement.
 - (h) Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and writing all means of reproducing words in a tangible and permanently legible form.
 - (i) Reference to this Agreement to 'Recitals' and 'Clauses' are to the recitals and clauses of this agreement.
 - (j) If there is any conflict in interpretation of two or more clauses of this Agreement, shall be interpreted harmoniously.
 - (k) The company is developing a Residential Group Housing namely BLUE MONARCH™ located at Plot No-11/GH-02, Sector-11,

Vrindavan Yojana, Rai Bareilly Road, Lucknow (hereinafter defined as "Project"). The Project is being developed & constructed by the Company on a freehold land as per the plan approved by Awas Evam Vikas Parishad Lucknow, Uttar Pradesh, and the prescribed authority.

- (l) The Allottee/s has/have applied to the Company for the allotment of a said Unit in the Project.
- (m) The Allottee/s has/have been provided by the Company all the relevant information, documents, approvals, permissions, license, plans, layout, site map and such other credentials with respect to the ownership, right, interest, competency and the basic infrastructure facilities to be provided in the Project. The Allottee/s has/have confirmed that he/she/they/have examined the said documents, plans, site map etc. and is/are fully satisfied in all respect with regards to the rights, title and interest of the Company in the land on which the Project is being developed and have understood all limitations and obligations of the Company in relation to the Company.
- (n) The Allottee/s has/have confirmed to the Company that it is entering into this Agreement with full knowledge of all the Laws, Rules, Regulations, and Notifications etc. applicable to the Project and in particular, of the terms and conditions of allotment of the said Unit by the Company and that he/she/they/have clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of the Agreement. The Allottee/s has/have relied solely on his/her/their own judgment while deciding to execute this Agreement.
- (o) The Company is relying on the confirmations, representations and assurance of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has/have accepted, in good faith, its application to allot said Unit in Project on the terms and condition appearing hereinafter.
- (p) It is only after Allottee/s sign/s and execute/s the Final Allotment Certificate & Agreement, the allotment shall become final and binding upon the Company. If, however, the Allottee/s fail/s to execute and return one copy of this Agreement within 30 days from the date of its dispatch by the Company, then the allotment shall be treated as cancelled only at the sole discretion of the Company and the Earnest Money (defined hereafter) paid by Allottee/s, shall stand forfeited. Further, this Allotment shall be automatically cancelled, if the Booking Amount Cheque is not realized on its presentation with Bank.

**NOW THEREFORE, THIS AGREEMENT IS WITNESSETH AND IT IS HEREBY
AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS UNDER:**

DEFINITIONS

- (a) "**Basic Infrastructure Work**" shall mean the internal roads connecting to the public road, provisions of Sewer line/Water supply line/Electricity line/Storm water drains outside the said Unit.
- (b) "**Common Areas**" includes the corridors, staircase, Lift, Parking area, internal roads, utility corridor, landscaping, greenery and green spaces to be provided by the Company in the Project as per the sanctioned layout.
- (c) "**Chowkidar/Safe Keeping Charges**" means the charges towards guarding their said Unit against encroachment/trespassing by the third party(s), in case Allottee/s fails to take actual and physical possession of the said Unit after expiry of 30 days from the date of offer of possession. It does not include guarding or safekeeping of fitments and materials used in the said Unit.
- (d) "**Project**" means Residential Group Housing developed by the Company situated at Plot No-11/GH-02, Sector-11, Vrindavan Yojana, Rai Bareilly Road, Lucknow duly approved U.P.Awas Evam Vikas Parishad, Lucknow, Uttar Pradesh the prescribed Authority.
- (e) "**Earnest Money**" means an amount equivalent to 20% of the Basic Price of the said Unit.
- (f) "**Holding Charges**" means the administrative expenses of the Company to hold the said Unit, if the Allottee/s fail/s to take the actual and physical possession of the said Unit after expiry of 30 days from the date of offer of possession.
- (g) "**Preferential Location Charges**" means Unit facing the Swimming Pool, Facing the Club, Facing the Green areas.
- (h) "**Preferential Floor Charges**" means Unit on preference floor.
- (i) "**Person**" means any Individual, Company, Corporation, Partnership, Government or Governmental authority or Agency or any other legal entity.
- (j) "**MRMC**" means Monthly Recurring Maintenance Charges.
- (k) "**LSMD**" means Lump Sum Maintenance Deposit.

PAYMENTS

Timely payment as indicated in the payment plan is the essence of the allotment. If any installment/payment as per the schedule is not paid when it becomes due, the Company will charge interest @ 18% p.a. on the delayed payment for the delayed period. However, if the same remains in arrears for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the Allottee/s and the Allottee/s shall have no lieu on the said Unit. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest / compensation. However, without prejudice the Company's rights as aforesaid, in exceptional and genuine circumstances, the Company may, at its sole discretion condone the delay in the payment exceeding three months by charging penal interest @ 18% p.a. on the delayed amount for the delayed period along with restoration charges as per the Company policy and restore the allotment of the said Unit in case said Unit has not been re-allotted to someone else. In such a situation, an alternate Unit, if available, may be offered in lieu of the same subject to variations of cost in view of its area and PLC's. etc..

- (a) It is clarified that in default case, if part payment is received from Allottee/s, such payment will be first adjusted against the interest on delayed payment till date and then, subsequently against the earliest payment / dues. If after such adjustment, there still remains some default of more than 3 months, it will be a fit case for cancellation of the allotment.
- (b) The refund after deduction of the Earnest Money shall be out of the sale-proceed from the re-allotment of the said Unit. If for any

- reason, the re-allotment or the collection of the consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee/s.
- (c) If the Allottee/s wishes to cancel his/her/their booking after issuance of final allotment-letter /execution of flat buyer agreement, the Company will have the right to deduct 20% amount from the deposited amount till then. The rest amount without interest will be paid by the company through cheque only.
 - (d) For the Units of Preferential Location Charges (herein after referred to as "PLC") and preferential floor charges (herein after referred to as "P.F.C.") as applicable, shall be payable by the Allottee/s.
 - (e) The Allottee/s has/have specially agreed that if due to any change in the layout plan, the said plan ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee/s without any interest, damages and/or compensation and such refund may be adjusted in the last installment as stated herein in the payment plan. If due to change in the layout plan, the said Unit becomes located at Preferential Location, then the Allottee/s shall be liable to and agree to pay PLC as applicable on demand by the Company.
 - (f) The Allottee/s understand/s and agree/s that in case he/she/they, at any time request for cancellation of the allotment of the said Unit, the Company shall have right at its sole discretion to accept/reject request for cancellation. It is further understood and agreed here to that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claim etc. provided that the basic price of said Unit (as applicable then), upon its re-allotment to any person is received. If for any reason, the re-allotment or the collection of the consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delayed period from the Allottee.
 - (g) In case, the Allottee/s want/s to avail a loan facility from his/her/their employer or financing body to facilitate the purchase of the said Unit, the Company shall facilitate the purchaser subject to the following :
 - i) The terms of the financing body shall exclusively be binding and applicable upon Allottee/s only.
 - ii) The responsibility of getting the loan sanctioned and disbursed as per Company's Payment Schedule will rest exclusively on the Allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delay, the payment of the Company, per schedule, shall be ensured by the Allottee/s, failing which, the Allotment shall be governed by the time provisions contained in above.
 - iii) In case of default in repayment of dues of the financial institution/agency by Allottee/s, the Allottee/s authorize/s the Company to cancel the allotment of the said Unit and repay the amount received till date after deduction of Earnest Money and interest on payment directly to the financing institution/agency on receipt of such request from financing institution/agency without any request to the Allottee/s.
 - (h) Service tax on construction / development of the Project /said Unit will be separately and proportionally borne by the Allottee/s over and above Basic Sale Price.
 - (i) The electrification & meter charges etc. for supplying the electricity to the respective unit shall be borne by the Allottee/s.
 - (j) The charges and legal charges for the purposes of booking/allotment / and registration of the sale deed of the allotted shall be borne by the Allottee/s.
 - (k) Various governmental taxes and charges which may be imposed time to time shall be borne by the Allottee/s on pro rata basis

CONSTRUCTION OF UNIT

- (a) The completion of the said Unit will be subject to Force Major Conditions (defined hereafter) and timely receipt of the entire cost & other payments as per the terms of the allotment. However, if the Allottee/s opt/s to pay in advance of schedule, suitable discount may be allowed but the completion schedule shall remain unaffected.
- (b) In case, the said Unit is omitted due to change in the plan or the Company is unable to allot or handover the same to the Allottee/s for any reason, whatsoever, beyond its control, the Company may offer an alternative Unit approximately of the same type/specification and in the event of non-acceptability by the Allottee/s or non-availability of alternative Unit, the Company may refund only the actual amount received from the Allottee/s till then and shall not be liable to pay any damages/compensation or interest to the Allottee/s whatsoever. The Allottee/s irrevocably agree/s not to raise any dispute/demand/claim against the Company, on account of it not providing the said Unit or alternate Unit and if such dispute, claim or litigation is brought, the same shall be deemed and understood illegal and void.
- (c) The final super area of the said Unit will be intimated after final physical measurement. Super Area of the said Unit may increase, even without any changes in the design/dimensions of the Unit shown in the sale brochure, due to technical reasons. In case of verification of actual area vis-à-vis allotted area beyond 1%, the Company at its sole discretion will ensure necessary adjustments in the basic price on pro rata basis. If the super area varies up to 10%, then the difference in price will be calculated at the rate prevailing at the time of allotment of said Unit and in case super area varies beyond 10% then the current rate shall be applicable on the entire verification. It is clarified that neither party is liable to pay any other interest on amounts as calculated, which shall become payable at the time of offer of possession. If the area variation is within 1% of originally allotted area, nothing shall become payable by either party.
 However only in case of variation exceeding 10% of the allotted Super Area, the Allottee shall have the option to get his/her/their allotment cancelled. This option will have to be exercised in writing within 30 days of intimation by the Company indicating his/her/their non consent/objections to such variations, and in such case, the terms of refund as mentioned in Clause B (3) under headings "payments" will apply except forfeiture of Earnest Money.
- (d) The built up area of the said Unit shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common with an adjacent Unit. Built up area will include 100% of balcony area.
- (e) The layout plan in respect of the Project as shown in the sales literature may be revised at the discretion of the Company without any

objection from the Allottee/s. The layout plan may be revised due to technical, regulatory or any other reasons, and if due to said revision, the location, boundaries, super built up area of the said Unit is changed, the Company shall be liable only for cost adjustment arising out of area variation as above mentioned and PLC adjustment.

- (f) The specifications as shown in the specification sheet are indicative only and that the Company may on its own provide additional/better/suitable specifications and / or facilities other than those mentioned in the specifications sheet or sale brochures due to any reasons like technical reasons or overall betterment of the Project/said Unit or reasons of non-availability. The proportionate cost of such changes will be borne by the Allottee/s and there shall be no objection or claim in this regard from the Allottee/s.

POSSESSION

- (a) The upon completion of construction of the said Unit excluding finishing (defined herein below), the Company shall issue a written offer of possession /final demand notice (FDN) to the Allottee/s. Final finishing means & include painting (internal & external), polishing, fixing of CP fitting, fixtures, fixing of flooring, cleaning etc. requiring about 60 days from its completion. It is understood and agreed by the Allottee/s that the final finishing of the said Unit will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
- (b) The possession of the said Unit will be given after execution of Transfer/Sale-deed, subject to (a) Force Major Conditions, and (b) payment of all the amounts, dues and payables by the Allottee/s up to the date of such possession including Lump Sum Deposit for Maintenance, MRMC (defined hereinafter) and stamp duty and other charges etc. to the Company.
- (c) The Allottee/s has/have to make up to date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee/s has/have to take possession of their said Unit within 60 days of the written offer of possession or Final Demand Notice (herein mentioned as "said period") from the Company, failing which, the said Unit will be at the risk and cost of the Allottee/s. In other words, possession of the said Unit shall become due on the date of expiry of said period (hereinafter referred to as "Possession Due Date"). The Allottee/s understand/s and agree/s that the LSMD, MRMC (defined hereinafter), Holding charges, Chowkidari charges, other charges etc., as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession whichever is earlier, whether or not the Allottee/s take/s possession of his/her/their Unit.
- (d) The Allottee/s understand/s and agree/s that in the event of his/her/their failure to take over the possession of the said Unit beyond 6 months from the Possession Due Date, then besides the levy of applicable holding charges, LSMD, MRMC, other charges etc., The Unit will be handed over to the Allottee/s on "as is where is" basis. The Allottee/s further agree/s not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.
- (e) Upon the Allottee/s taking over the possession of the said Unit, the Allottee/s shall not raise any dispute and / or make any claim, whatsoever in respect of the said Unit against the Company and shall be entitled to the use and occupy the said Unit for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee/s has/have cleared all dues and the sale/Transfer deed has been executed and registered in his/her/their favour.
- (f) The Allottee/s agree/s and understand/s to sign the standard format of possession document/s, Maintenance Agreement etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee/s shall pay the charges towards insurance, LSMD, MRMC, stamp duty and other charges under various heads mentioned herein when the same shall become due, immediately.
- (g) The possession date of the said Unit as agreed upon is only indicative and the Company may offer possession before that, and in case of early possession, the balance installment /s and other charge/s under various heads mentioned herein shall become due immediately.
- (h) The Allottee/s shall pay in respect of his/her/their said Unit all charges payable to various departments to the Company (as may be applicable) for obtaining service connections like electricity, telephone etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then, it shall be liable to recover the same on pro rata basis from the Allottee/s.
- (i) If the Company provides infrastructure for Broad band, Telephone, Cable Wires etc., or any other such type of facility, the company shall be entitled to recover the cost on pro rata basis from the Allottee/s.
- (j) The construction of the said Unit is likely to be completed within the period as given in price list of commencement of construction of the particular Block in which the said Unit is located with a grace period of 6 months, subject to receipt of requisite building/revised building plans/other approvals & permissions from the concerned authorities, Force Major Conditions, restraints or restrictions from any Courts/authorities, non-availability of building materials, dispute with contractors/ work force etc. and circumstances beyond the control of the Company & also subject to timely payments by the Allottee/s in accordance with the terms hereinafter contained. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over of possession on account of the aforesaid reasons.

MAINTENANCE

- (1) On completion of the structure work of said Unit and / or offer of possession or Possession Due Date (defined hereinbefore) of said Unit, whichever is earlier:
 - (a) (i) On completion of the building/ allotted unit, until Possession Due Date, the Company shall give offer of possession and shall intimate the amount to be deposited as Lump Sum Deposit (LSMD) for the maintenance and upkeep of infrastructure installation like lifts, water supply, firefighting system etc., Maintenance of infrastructure installation means cost of AMC & repairing of break downs.
 - (ii) Maintenance of Infrastructure installation shall be done with the interest earned on LSMD, and if interest earned on LSMD falls short to the actual expenses incurred, additional demand on pro rata basis shall be raised by the Company

- (7) It shall be incumbent on each Allottee to form and join a common Society comprising of the Allottee/s, for the Maintenance and Management of the Apartment.
- (8) The common Lawns and other common areas in the Project shall not be used for conducting personal function such as marriages, birthday parties etc. If the common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
- (9) The Allottee/s or its nominee/s, agent/s, employee/s etc. shall at all time comply with the rules and regulations laid down by the Company or its nominated maintenance Agency.
- (10) The maintenance of said Unit including walls and partitions, sewer, drains, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee/s from the date of possession or Possession Due Date, whichever is earlier.
- (11) The ownership of Club, swimming pool in the said Apartment shall remain with the Company and same may be transferred to any person(s) for its maintenance and operation thereof. It shall be incumbent upon all the Allottee/s to become the member of Club and to pay one time membership fee as well as monthly subscription charges as may be determined by the Company/said person(s) for smooth and proper running of Club facilities irrespective of the fact, whether
 - (i) Allottee/s is/are using the Club or not
 - (ii) Possession of the said Unit has been taken over or not.

TERMS OF U.P. AWAS EVAM VIKAS PARISHAD /OTHER COMPETANT AUTHORITES

- (1) The Allottee/s shall pay to the Company on demand, such amount which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, fee etc. of any nature whatsoever, by any local administration, State government, Central Government on the Project/ Unit or any construction carried thereon by virtue of notification or amendment in existing laws including any increase in the External Development Charges (EDC), Infrastructure Development Charges (IDC), water charges, water & sewer connection charges or levy any additional charges payable to such authorities or any other taxation on pro rata basis.
- (2) The company shall be responsible for providing basic infrastructure work. external services like water supply network, sewer, storm water drains, roads and electricity outside the Project to be connected to the internal services are to be provided by the competent authorities. The Allottee/s acknowledge/s and confirm/s that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh, other government authorities / component authorities in the Project is beyond the control of the Company and the Allottee/s agree/s not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Company has made it clear to the Allottee/s that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of the external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Project.

SALE-DEED/TRANSFER-DEED/DEED OF CONVEYANCE

- (1) The execution of the transfer-deed/sale-deed/deed of conveyance shall be subject to up to date payment of the entire amount due and payable by the Allottee/s including LSMD, MRMC and stamp-duty and other charges etc. to the Company. The Allottee/s undertake/s to execute and get registered the transfer-deed/sale-deed/deed of conveyance in respect of the said Unit within 30 days from the date of intimation by the Company in writing, failing which, Allottee/s authorize/s the Company to cancel the allotment and to forfeit the Earnest Money, delayed money interest, Holding Charges, Chowkidari charges or any other dues etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-sale/re-allotment.
- (2) All charges, expenses, stamp-duty, registration fee and incidental expenses etc. towards transfer/sale/conveyance deed of the said Unit at the rate as may be applicable on the date of execution and registration of the transfer/sale/conveyance deed including documentation will be borne by the Allottee/s exclusively.
- (3) Prior to execution of Sale/Transfer Deed, any interest/rights of allotment, as herein shall not be assigned by the Allottee/s without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee/s up to date payment of dues under all various heads and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee/s to get the name of his/her nominee substituted in his/her their place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee (s) as may be prescribed by the Company. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequence that may arise from transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of allotment to restrict nomination/Transfer/assignment of the allotted said Unit by any authority, the Company will have to comply with the same and the Allottee/s has Specifically noted the same, If the Allottee/s is either a firm or a Company it has also understood that the change in majority of proprietary interest in partnership firm / Company will require prior approval of the company and shall be subject to applicable transfer charges/processing fees/other charges as the company may impose and on payment of such transfer fee (s) as may be prescribed by the company.
- (4) For any subsequent transfer of the said Unit by way of Sale or otherwise by the Allottee/s, after execution and registration of sale deed in his/her/their favor, the Allottee shall obtain "No Dues Certificate" from the company or the Maintenance Agency as per the Policy of the company and payment of such Administrative charges as may be prescribed by the company.

INDEMNIFICATION

The Allottee/s shall indemnify and keep the company, its agents, employee/s, representative/s, estate & effect indemnified and harmless against all actions, proceedings or any losses, costs charges, expenses, losses or damage suffered by or caused to the company, by the reason

of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee/s and/or due to non-compliance with any rules, regulations, laws as may be laid down by any authority department/Government and/or non-payment of municipal taxes, charges and other outgoings in respect of the said Unit. The Allottee/s agrees to pay such losses on demand that the company may or likely to suffer. This is in addition to any other right or remedy available to the company.

SEVERABILITY

If any provision hereof shall be determined to be void or unenforceable under applicable laws/order/notification, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms & conditions of allotment and to the extent necessary to confirm to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution thereof.

FORCE MAJEURE CONDITIONS

The company shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein if such performance is prevented, delayed or hindered by any reason (s) which are beyond the control of the Company/could not have been prevented or reasonable overcome by the Company with the exercise of reasonable skill and care / does not rule from the negligence or misconduct of the Company and materially and adversely effects the performance of any obligations hereunder including but not limited to non-availability of any building material due to market conditions or enemy action or natural calamities or act of God or strike, lock out or decree, rule, regulations or otherwise revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cases beyond control of the company.

GENERAL TERMS AND CONDITIONS

- (1) This project is being developed by M/s. AASHIYANA INFRAPROMOTERS PVT. LTD. in association with M/s. Arthveda, a DHFL Company & SKC Group, under a joint venture agreement.
- (2) The address given in this application form /allotment-certificate shall be taken as final unless any subsequent change has been intimated under registered A/D letter. All demand notice, letters etc. posted at the address given in the application form/allotment certificate and agreement shall be deemed to have been received by the Allottee/s.
- (3) The Allottee/s shall make the payment through the demand draft/cheque drawn in favor of the Company payable at Lucknow or as may be directed by the Company.
- (4) The Allottee/s shall not use or allow to be used the said Unit for any purpose other than residence or any activity that may cause nuisance to other Allottee/s to the Project.
- (5) The Allottee/s shall not be allowed to affect any change/alteration in the allotted Unit which may or likely to cause damages to the permanent structure of the complex, like beams, columns etc. The Allottee/s is also debarred to make any layout /location change in toilet/kitchen, plumbing, drawing and units of the other Allottee/s in the complex. The Allottee/s is/are not to make any change that may affect the façade of the building like making major change in the window, tempering with external treatment changing of ward robs position etc. The Allottee/s is/are also debarred from making encroachments on the common space in the building.
- (6) The Allottee/s shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct / block the common areas, common amenities/facilities etc.
- (7) Upon the Allottee/s taking possession or after Possession Due Date of the said Unit, Allottee/s shall have no claim against the Company in respect of any item or work in the said Unit or for any design. Area, specification, location, building material used for or any reason whatsoever and he/she/they shall be entitled to the use and occupy the said Unit for residential purpose without any interference but subject to the terms and conditions contained herein.
- (8) The Allottee/s agree/s and undertake/s that he/she/they shall, on taking possession or Possession Due Date of the said Unit have no right to object to the Company constructing in a reasonable manner adjoining the said Unit, the Allottee/s shall not object to any consequences of such increase in construction in the adjoining in the layout or reduction in green area etc.
- (9) The Company has made clear to the Allottee/s that it shall be carrying out extensive development/constructions activities for many year in future in the project and shall also be connecting/linking The amenities/facilities viz./electricity, water, sanitary/drainage system etc. of additional development/construction with the existing ones in the project. The Allottee/s has confirmed that he/she/they shall not make any objections or make any claim or difficulty in any payment as demanded by the company on account of inconvenience, if any, which may be suffered by him/her/they due to such development/construction activities or incidental/relating activities as well as connecting / linking of amenities /facilities etc. as above said.
- (10) The Allottee/s shall get exclusive possession and title of the said Unit along with allotted proportionate undivided share in land on which said block/Project is constructed herein through sale/transfer deed. The Allottee/s shall have no right, interest and title in the remaining part of the Project such as Club, Parking, and Park etc. except the right of usage of common passage/roads, common areas, as defined herein above, and carved out in the Project as per sanctioned layout plan.
- (11) The Allottee/s agree/s and understand/s that he/she/it/they shall not have any rights in any commercial shops, community centre etc., if any constructed in the Project, the Company shall be free to dispose off the same on such terms and conditions, as it may deem fit and proper. The Allottee/s shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community centers etc. to any persons and also in their operation and management.
- (12) The Allottee/s agree/s and understand/s to pay to the Company amounts as may be intimated by the Company towards Malba charges, water charges, water and sewer connection charges, EDC, EEC, Administrative Expenses etc.
- (13) The Allottee/s understand/s and agree/s that in case of breach of any terms and conditions contained herein, then beside and without prejudice to Company's rights available under these terms/under Law, the company shall have right to cancel the allotment of the said Unit and forfeit the Earnest Money. As a result of such cancellation, the refund, if any, subject to adjustment of dues under

various heads stipulated herein will be governed by Company's Policy. Any alteration/s or addition in the terms and conditions herein without the prior consent / approval of the Company shall render such alteration or addition null and void for all purposes.

- (14) In case of applications with joint names, the company may, at its discretion, without any claim from any person may do correspondence with any one of the joint applicant which shall be deemed sufficient for all purposes.
- (15) In case of NRI /person of Indian Origin Buyer, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules made there under any statutory notification, amendments, modification made thereof and all other applicable law as may be prevailing including that of remittance of payment, sale /conveyance /transfer deed of immovable properties in India shall be the responsibilities of the Allottee/s. The Allottee/s understand/s and agree/s that in the event of failure of his/her/their part to comply with the applicable guidelines issued by Reserve bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard.
- (16) In case of any dispute between the Allottee and Co-Allottee the decision from the competent Court shall be honoured by the Company.
- (17) The company sale-brochure, CD walk through, advertisement/s and other sales are purely conceptual and not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specifications.
- (18) In the case of any conflict between the terms and condition herein and the terms/specifications mentioned in Company's sale-brochures/CD walk through/advertisement(s) / other sale-documents/application form, then the terms contained herein will prevail.
- (19) The Allottee/s agree/s and undertake/s to pay the stamp duty and / or other incidental charges, if levied or imposed by any local administration, State Government/Central Government or any other lawful authority on allotment certificate and agreement.

JURISDICTION

- (1) All or any disputes arising out or touching upon or in relation to the terms hereof 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 dispute shall be referred by the Company to the Arbitrator solely appointed by the Company and the place of the Arbitration shall be at Lucknow only and the Award given by such Arbitrator under Arbitration and Conciliation Act, 1996 shall be final and binding on both the parties.
- (2) That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the Laws of India.

COPIES OF THE AGREEMENT

Two sets of this agreement are being executed on a non-judicial stamp-paper of Rs. 100/- only and the Company shall retain one copy for reference and records and the Allottee/s shall retain the other copy.

DECLARATION

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 comprehensively set out. I/We am/are fully conscious that it is not incumbent on the part of the Developer to send us reminders/notices in respect of our obligations as set out in this application 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. I/We have sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Developer, I have now signed this application form and paid the amount thereof fully conscious of my liabilities and obligations including forfeiture of Earnest Money as may be imposed upon me.

Date:

Place:

Signature of all Applicant(s) as acceptance that they have, read and understood, and as a token of acceptance of, all terms and conditions specified from this agreement payment Calculation and Payment Plan chosen and accepted herein.

Signature of First Applicant
Name
.....

Signature of Second Applicant
Name
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