APPLICATION FORM

CIN No. : U45209UP2011PTC047028.
RERA Registration no.: UPRERAPRJ8693
Booking Date: ...../...../…… **Customer id: …**…….

To,
Shree Shraddha Colonisers Pvt. Ltd.
1st Floor, Raja Ram Kumar Plaza
75, Hazratganj, Lucknow-226001.

Dear Sir,
I/We the undersigned apply for allotment of Residential flat in your project named as **"The Grace"** being developed and constructed under lawful arrangement by M/s Shree Shraddha Colonisers Pvt. Ltd. (herein referred to as "**Promoter**") on land situated at Sector-B, Sushant Golf City, Lucknow.
In the event of your agreeing to allot the said unit, I/We agree and undertake to abide by the basic terms and conditions attached to this application form and being part thereof and also agree to sign and execute, as and when desired by the Promoter, the Allotment letter and/or the Agreement for Sale on the Promoter's standard format and I/we shall accept the specifications pertaining to the unit and shall pay the total price of the said unit inclusive of Basic Sale Price, Preferential Location Charges and Additional cost, Maintenance Security deposit etc. as and when demanded by the Promoter.
I/We hereby remit a sum of Rs. …… (Rupees …….
……) by DD/Cheque No. ……. Dated …… Drawn on …… payable at Lucknow towards earnest money/booking amount for the allotment of said unit.
Note: All drafts/cheques to be made in favour of **Shree Shraddha Colonisers Pvt. Ltd.-The Grace**).
I/we clearly understand that this application does not constitute an Agreement for sale and I/we do not become entitled to the allotment of Said unit notwithstanding the fact that the promoter may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Agreement for Sale, Addendum of the Agreement for Sale, if any and/or such other documents as may be required by the promoter (depending on the option availed) that the allotment shall become final and binding upon the promoter. If, however, I/we cancel/withdraw this application or I/we fail to sign/execute and return signed Agreement for Sale and get the same registered as per instruction from the promoter, then the promoter may at its discretion treat my/our application as cancelled and the money paid till date by me/us shall stand forfeited.
I/we further agree to pay the installments and additional charges/cost as per the Payment Plan (opted by me/us), as shown in the Price List and/or as stipulated / demanded by the Promoter, failing which the application / allotment shall stand cancelled and the money paid till date along with interest, if any shall be forfeited by the promoter.

Signature of Applicant(s) **X…….** **X……..**

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HI-TECH TOWNSHIP, LUCKNOW

My/our particulars are given hereinafter may be recorded for reference and communication:

First Applicant Detail (Sole/First)

1. Customer Name …….

S/W/D of …… Nationality ……

Address (for correspondence) ……

…… Pin Code …….

DOB …….. Gender …….. Mobile No …… Telephone No. ……

E-mail: …… PAN No. ……

Professional Details:

Occupation / Business …….. Name of the Employer / Business ……

Address of the Employer / Business …… Contact No. ……

Co-Applicant Detail

2. Customer Name …….

S/W/D of …… Nationality ……

Address (for correspondence) ……

…… Pin Code …….

DOB …….. Gender …….. Mobile No …… Telephone No. ……

E-mail: …… PAN No. ……

Professional Details:

Occupation / Business …….. Name of the Employer / Business ……

Address of the Employer / Business …… Contact No. ……

1. Residential Status :	**Resident Indian**	☐	**Non Resident Indian**	☐
2. Payment Plan :	**Down Payment Plan**	☐	**Construction Linked Plan**	☐

Signature of Applicant(s) **X……** **X……**

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DETAILS OF UNIT

Unit No. ☐☐☐☐☐ **Floor** ☐☐☐☐☐ **Tower** ☐☐☐☐☐ **Category** ☐☐☐☐☐☐

Total Super Area: ☐☐☐☐☐☐ **Sq. Ft.** ☐☐☐☐☐☐ **Sq. Mtr.**

Carpet Area: ☐☐☐☐☐☐ **Sq. Ft.** ☐☐☐☐☐☐ **Sq. Mtr.**

DETAILS OF PRICING

PARTICULARS	DETAILS	AMOUNT
A. Total Sale Price		Rs. .....
B. Interest Free Maintenance Security (IFMS)	@ Rs.25/- Per sq. ft.	Rs. .....
	Total (A + B)	Rs. .....
Total Sale Price includes cost towards proportionate Common areas, Facilities, Amenities, Power Backup in KVA for 5 KVA, One Covered Parking Space, Club Membership, Fire Fighting Equipment Cost, External Electrification Cost.		
GST will be charged extra as applicable.		
Stamp Duty, Registration Fee and allied charges for execution and registration of Conveyance Deed will be additionally payable by the applicant / allotee before possession.		
Mode of Booking	Direct	Dealer
If through Dealer, Dealer Information:		
Dealer Name:		
Dealer Address:		
Dealer RERA Registration No.:		
Dealer Contact No:		
Dealer Stamp with signature		

FOR OFFICE USE ONLY

1. **Application status:** Accepted / Rejected.
2. **Details of Unit allotted:**
   Tower ..... **Floor** ..... **Unit no.** .....
   Super Built-up Area ..... Sq. Mtr. / ..... Sq. Ft.
   Built-up Area ..... Sq. Mtr. / ..... Sq. Ft.
   Carpet Area ..... Sq. Mtr. / ..... Sq. Ft.
3. **Basic Sale Price Rs.** ..... **IFMS Rs.** ..... **GST Rs.** .....
   Total Sale Price Rs. .....
4. **No. of Joint Applicant(s)** .....

Date .....
Place .....

Authorized Signatory

Signature of Applicant(s) **X**..... **X**.....

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DECLARATION

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked unit by the Promoter, if the enclosed document/information found to be forged or faked. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment letter / Agreement for Sale, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Promoter of any change in my/our address or in any other particular/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 Promoter shall be deemed to have been received by me/us. I/we have applied for the allotment of the aforesaid unit through my our aforesaid Dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid Unit, and shall not hold the Promoter responsible for the same. My/our application for booking may be considered on specific undertaking that, whenever I/we surrender / transfer/ assign the booking or allotment right of the aforesaid unit then I/we shall provide NOC from my/our aforesaid dealer.

Yours faithfully,

……. **…….**

……. **…….**

Name of Applicant(s) **Signature of Applicant(s)**

Terms and Conditions

1. The applicant (s) has applied for the allotment of a unit, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to this project, which have been well explained by the developer/ Promoter & understood by him / her.

2. The allottee(s) has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Unit/Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter.

3. The allottee(s) has fully satisfied himself / herself about the rights & interest of the Promoter on the said land and the project and it's limitations and obligations in respect of the same.

4. The allottee(s) has fully verified and satisfied himself / herself about the genuineness of the title deed of the said land over which the multi-storied residential building will be built and there will not be any objections or investigations by the intending allottees in this respect in future.

5. The applicant understands that he/she will not interfere in layout, implementation, plans and drawings of the project and will not modify the internal/external structure/ scheme even at the later stage to keep the harmony and spirit of the project.

6. (a) The Promoter will construct the multi-storied residential building in accordance with the approved plan of Lucknow Development Authority as well as the specifications of construction given in the brochure.

Signature of Applicant(s) **X…….** **X…….**

(b) However the Promoter shall have the right to effect suitable and necessary minor alterations/changes in the Building plan if necessary as permitted under law and shall follow the process specified in this respect.

(c) The applicant understands and unconditionally agrees about the timely payment of all installments (including final amount payable on intimation for possession), the same shall be the essence of the booking and agreement to be executed. Any delay in payment of any installment shall be subject to the interest at the State Bank of India Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Real Estate Regulation and Development Act (RERA) and Rules framed there under (In case of delay in any installment).

7. The units shall be sold at the agreed price prevailing in the market on Unit Cost. Any Levy or taxes on the said unit will be borne by qualified applicant. Sale price paid to the promoter will not include the cost of stamp duty and registration fees together with any other out of pocket expenses which have to be borne and paid by the qualifying applicant separately.

8. The maintenance charges shall be paid by the applicant w. e. f. intimation for possession or as decided by the promoter / society formed for the said purpose and stated in Agreement to Sell to be entered between the parties and registered in future. The same shall not be linked with the actual possession taken by the applicant.

9. The registration of unit in "The Grace" is entirely at the sole discretion of the promoter and they have full right to reject any of application/ request for registration without assigning any reason thereof.

10. That the area of unit mentioned herein is subject to change as per actual measurement as permitted in the applicable laws and price of the unit will be increased or decreased accordingly. The drawings are subject to change & area may increase or decrease on actual construction as per the provisions of law and limits available therein. The applicant gives his/her consent for the same and will pay the recalculated balance if any due as per the terms and conditions of the agreement.

PAYMENTS

11. The initial Registration amount for the purpose of booking a unit shall be 10% of the Total Sale Price.

12. The timely payment of the installments of the total sale price as indicated in the payment schedule is the essence of the terms of booking/ allotment. In case of non- payment of any of the installment within 15 days from the date of demand, the applicant(s) shall be treated to be defaulter and he/she shall be liable to pay interest @ SBLR + 2% p.a. After default for consecutive two demands allotment may stand cancelled with prior intimation and amount deposited will be returned after deducting the booking amount, interest and GST / taxes, duties, cess, other incidental charges, actual loss (if any) etc. over and above suffered by the Promoter.

13. However in the event of Breach of any of the terms and conditions of the allotment by the applicant(s), the allotment may be cancelled before possession and execution of registered sale/conveyance deed, however the allottee will be entitled to get refund of his/her total amount paid after deduction of booking amount actual loss suffered by the developer (if any) and/or Interest which shall be calculated at SBLR + @2% (both and/or any one as the case may be).

14. In case of cancellation of booking, if the unit is cancelled within 15 days of booking then amount to be refunded will be calculated after deducting actual loss (if any) suffered by the developer /Promoter. If the unit is cancelled after 15 days of booking then the amount to be refunded will be calculated after deducting SBLR + 2% and/or actual loss (if any) suffered by the developer / Promoter.

Signature of Applicant(s) **X…….. X…….**

15. All the payments against total sale price of the flat shall be made to the promoter through demand draft/cheque in favour of "**Shree Shraddha Colonisers Private Limited-The Grace**." In case if RTGS/NEFT is being done by the applicant(s) and the same is not being informed to the developer then under such circumstances receipt of such deposit may not be issued and applicant(s) will not complain for the same.

16. All statutory charges, taxes and other levies demanded or imposed by the concerned authorities/state/central government shall be payable by the applicant(s) in respect of the Flat/apartment/unit allotted from the date of booking.

17. The applicant(s) shall be given the possession of the Unit / apartment / unit only after payment of all the Installments and other dues and after execution of registered sale/conveyance deed in his / her favor by the Promoter, which will be done when the applicant(s) has paid Stamp Duty, Registration Fee and other legal charges or expenses. The registration of the sale/conveyance deed shall be executed through the lawyer of the Developer.

MAINTENANCE

18. The maintenance, upkeep, repairs, security, landscape and common services etc. of the project shall be collective (joint & several) responsibility of the apartment owners or occupants and the same shall be managed by the Association of Allottees formed for the said purpose and/or its nominated maintenance agency. The allottee will necessarily require to be the member of Association of Allottees. The applicant of the residential unit / apartment shall pay as and when demanded, the maintenance charges including interest free security deposit of the various services therein as may be determined by the Developer or Maintenance society or the maintenance agency nominated for this purpose. Any delay in making payment of maintenance charges will render the applicant(s) liable to pay interest @ SBLR + 2% (as applicable) and may also disentitle from the enjoyment of the common area and services. Until the said society is formed and takes over the maintenance of the complex, all such charges shall be paid by the flat/ apartment owners/ occupiers to the Developer.

19. That the passage and the common spaces in the building shall be kept open and free from obstructions at all time.

20. If the Allottee(s) fails and neglects to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges and the same shall be payable even if the flat/apartment is kept vacant and/or occupied by some other person on rent/lease etc.

21. It is specifically made clear that all the obligations of the allottee(s) relating to and / or concerning the maintenance and security deposit, as aforesaid is due then the said society shall have first charge / lien on the said flat/apartment in respect of any such non-payment.

22. The allottee upon purchase of the Unit / apartment shall maintain at his/her cost the said Unit / apartment in good condition and shall abide by all laws, by-laws, rules & regulations of the government as well as the rules and by- laws framed by the society of the flat/apartment holders of the project and till then the by-laws framed by the developer.

CONSTRUCTION & COMPLETION

23. The Developer shall endeavor to give possession of the residential flat/apartment to the applicant within ..... computed from Date ..... subject to force majeure conditions and reasons beyond the control of the Developer with a extension of time for construction provided by authority.

Signature of Applicant(s) **X……..** **X……..**

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GENERAL TERMS & CONDITIONS

24. In case of NRI, the provisional allottee shall be solely responsible for compliance with the provision of FEMA, 1999, Reserve Bank of India and any other law as may be prevailing for acquisition of the subject property.

25. In case of any dispute arising out of this allotment, shall be referred to an arbitrator appointed by the developer / Promoter whose award shall be final and binding to both parties. The jurisdiction of court shall be at Lucknow.

26. The drawing shown in the sale documents are subject to change by the architect/Promoter before or during course of construction as permissible under the applicable laws. The promoter shall seek the permissions for the same as prescribed under the law. Within the agreed consideration cost, the promoter shall complete all the civil work, GI/CI, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding furniture work, furnishing work, installation of electrical appliances etc.) as per the specification narrated in the project Brochure.

27. The applicant(s) have no objection in case the Developer creates a charge on the entire project during the course of development of the project for raising loan from any banking and/or financial institution. However, such charges if created shall be vacated before handing over possession of the residential Unit / apartment to the applicant(s). The creation of such charge shall not effect the rights of the applicant to the said unit/apartment.

28. The applicant(s) shall give his/her complete address to the Promoter at the time of booking and it shall be his/her sole responsibility to inform the Promoter about all the subsequent changes in his address from time to time, failing which all such demand notices and letters posted at that address will be deemed to have been received by him/her at the time when those should ordinarily have reached at such address and the applicant(s) shall be responsible for any default in making payment and other consequences that might occur there from.

29. In case there are joint applicant(s) then all communications shall be sent by the developer to the applicant whose name appears first and at the address given by him/her. No separate communication shall be necessary to other named applicants.

I/We hereby declare that I/We have been explained everything relating to the above terms and conditions in the language known to me/us. Also I/We agree to abide by the rules and regulations of the company & will pay further installments of the Unit / apartment as per opted payment schedule.

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1. ……. **1. …….**

2. ……. **2. …….**

Name of Applicant(s) **Signature of Applicant(s)**

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