

APPLICATION FORM FOR ATM/CONVENIENT SHOP/TWIN SHOPS

To,

M/s. Paarth Infrabuild Private Limited

311-315 Naurang house

21.K.G Marg

New Delhi- 110 001.

Date _____

Dear Sir,

I/we, request that I/we may be provisionally allotted ATM/Convenient Shop/Twin Shops in the Shopping Area of Residential Group housing **Paarth Aadyant (UPRERA Registration No. UPRERAPRJ3462)** being developed by **M/s Paarth Infrabuild Private Limited** (hereinafter referred to as the "**Company**") on land situated at Village- Ahmamau, Shaheed Path, Sector-7 Gomti Nagar Extension, Lucknow, U.P.

I/we hereby agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company the Allotment Letter on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/we shall accept the specifications of the ATM/Convenient Shop/Twin Shops I/we shall pay the basic sale price, preferential location charges (if any), additional cost/ charges and the applicable Stamp Duty etc as and when demanded by the Company. We shall be using the shops for Specific Purpose & Commercial use for which the Shop is being allotted to us by the Company.

I/we remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft/Cheque No. _____ dated _____ drawn on _____ being booking amount for allotment of a ATM/Convenient Shop/Twin Shops.

I/we have clearly understood that this application does not constitute an Agreement to sell and I/we do not become entitled to the provisional and/or final allotment of ATM/Convenient Shop/Twin Shops notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Allotment Letter, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this application or I/we fail to sign/ execute and return the Allotment Letter within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited. I/we further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company. My/Our particulars are given below: -

1. **First Applicant Mr./ Mrs./ Ms.**.....

Son / Wife / Daughter of Mr/Mrs.....

Residential Address.....

Date of Birth.....Profession.....Designation.....

Nationality.....Marital Status No. of Children

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

Office/ Business Address

Tel. Res. Off Mobile

Fax No. E-Mail ID

*Income Tax Permanent Account No./ Ward No.

Please paste
Photograph and sign
across the same

2. **Second Applicant Mr./ Mrs./Ms.**.....

Son / Wife / Daughter of Mr/Mrs.....

Residential Address.....

Date of Birth.....Profession.....Designation.....

Nationality.....Marital Status No. of Children

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

Office/ Business Address

Tel. Res. Off Mobile

Fax No. E-Mail ID

*Income Tax Permanent Account No./ Ward No.

Please paste
Photograph and sign
across the same

Signature of 1st Applicant

Signature of 2nd Applicant

3. Details of ATM/Shop/Twin Shops.

(a) Shop No. (b) Ground Floor (c) Specific Usage
 (d) Super Area..... sq. ft. /sq. mt.),

4. Details of Pricing:

		AS PER APPLICABLE PRICE LIST	REMARKS
(A) BASIC COST OF THE UNIT			
Basic Sale Price (BSP):		Rs. _____	
(B) ADDITIONAL COST			
1	Additional Power Backup Installation Cost @ Rs. _____/- per KVA (Minimum _____ KVA mandatory)	Rs. _____	
2	External Electrification Cost (E.E.C) @ _____ per sqft	Rs. _____	
3	Fire Fighting Equipment Cost (F.F.E.C.) @ _____ per sqft	Rs. _____	
(C) MAINTENANCE SECURITY			
Interest Free Maintenance Security (IFMS)@ _____per sqft		Rs. _____	
(D) Other Cost _____		Rs. _____	
1. External Development Charges (EDC) @ _____ per sq ft		Rs. _____	
2. Meter & Connection Charges		Rs. _____	
(E) Payment Plan Option		Down Payment with Assured Rental till possession	
Booking Through		Dealer Name: _____ ☐ Direct : ☐ Stamp of Dealer :	

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. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter, the terms and conditions where of shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or change in any other particular or 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 the Applicant(s)

Signature of 1st Applicant

Signature of 2nd Applicant

FOR OFFICE USE ONLY

CHECK LIST

1. Whether the Application Form is completely filled-up with Photographs (Two Photographs)?
2. Whether the Application Form is duly executed and signed in all pages by all Applicants?
3. Whether the Cheque for booking amount is in proper name and duly signed & dated?
4. Whether the self attested copy of the PAN Card of the Applicant(s) is/are received?
5. Whether the self attested copy of Identity Proof is/are received?

☐
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Remarks: _____

Booked by _____ Checked by _____ Approved by _____

BASIC TERMS AND CONDITIONS

1. I/we have applied for allotment of a ATM/Convenient Shop/Twin Shops in the Project named as **"Paarth Aadyant (UPRERA Registration No. UPRERAPRJ3462)" ("said Project")** to be developed by **M/s Paarth Infrabuild Private Limited** (hereinafter referred to as the **"Company"**) in the Residential Group Housing situated at Village- Ahmamau, Shaheed Path, Sector-7, Gomti Nagar, Lucknow, U.P.
2. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
3. Before applying for allotment of ATM/Convenient Shop/Twin Shops, I/we have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per prevailing byelaws/guidelines of the Lucknow Development Authority (LDA) and/or any other authority and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Lucknow Development Authority (LDA) and/or other Authorities in this regard to the Company.
4. The allotment of the unit is entirely at the discretion of the Company. The allotment of the said ATM/Convenient Shop/Twin Shops shall be provisional and shall be confirmed on the issuance of Letter of Allotment on the Company's standard format which has been read and understood by me/us.
5. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said ATM/Convenient Shop/Twin Shops (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said ATM/Convenient Shop/Twin Shops.
6. I/we hereby agree and understand that the ATM/Convenient Shop/Twin Shops area provided herein & subsequently in Allotment Letter are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said Unit change in its dimension, size, location, number, etc. The final super area, size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Unit, I/we shall pay for the initial 10% of increase in area at the rate of booking of the said ATM/Convenient Shop/Twin Shops and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said ATM/Convenient Shop/Twin Shops, the amount received in excess over and above the total cost of the said ATM/Convenient Shop/Twin Shops based on the changed area, shall be refunded / adjusted (as may be) by the Company to the me/us without my/our protest and demur and without any interest thereon.

Signature of 1st Applicant

Signature of 2nd Applicant

7. I/we have examined the tentative plans, designs and specifications of the Shopping Area where the ATM/Convenient Shop/Twin Shops are situated and have agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/alterations may involve change in position/ location, including change in dimensions, area or number etc. of the ATM/Convenient Shop/Twin Shops.
8. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10 % of sale consideration of the ATM/Convenient Shop/Twin Shops shall collectively constitute the earnest money.
9. (i) I/we understand and agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said ATM/Convenient Shop/Twin Shops is the essence of the terms of the booking/ allotment. If I/we fail/ default in making payment of due amount within stipulated time then the Company shall have rights mentioned herein below:
 - (a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said ATM/Convenient Shop/Twin Shops;
 - (b) to forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments,
 - (c) to re-allocate the provisional allotment of the said ATM/Convenient Shop/Twin Shops which includes change in area and location of the said ATM/Convenient Shop/Twin Shops.
- (ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said ATM/Convenient Shop/Twin Shops is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
- (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said ATM/Convenient Shop/Twin Shops, then the price towards increase/decrease of re-allotted ATM/Convenient Shop/Twin Shops shall be dealt (paid/adjusted) in a manner detailed in clause no. 6 of this Application Form.
- (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basis Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/ additional cost, then I/we hereby authorize the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for upto three month delay from the due date of payment and @ 24 % p.a. thereafter on all outstanding dues from their respective due dates.
10. I/we further agree that in case of payment plan with Assured rental, if I/we fail to pay the amount as demanded or installments in the promised time frame, then the assured rental shall be automatically cancelled. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 9 and shall have right to withdraw rebate or any other discounts provided in the payment plan with assured return/assured lease plan Unit.
11. All payments by the applicant shall be made to the Company through demand drafts/ cheques drawn upon scheduled banks in favour of **"Paarth Infrabuild Pvt. Ltd."** payable at par at Lucknow/Delhi.
12. Assignment of allotment of the Unit by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time without any Change in specific usage of the shop. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said ATM/Convenient Shop/Twin Shops shall be reckoned with effect from the date of assignment of allotment right in the said ATM/Convenient Shop/Twin Shops in favour of my/ our Assignee(s).
13. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that Service tax (If applicable) shall be payable in accordance with his opted payment plan for payment of sale consideration of the said ATM/Convenient Shop/Twin Shops. If I/we fail to disburse the installment along with applicable Service tax of the sale consideration of the said ATM/Convenient Shop/Twin Shops in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments alongwith due service tax along with interest as given in clause no. 9 (IV).
14. (A) That upon the completion of construction of the said unit excluding the Final Finishing & furnishing (defined herein below), shall issue a written offer of possession /Final Demand Notice (FDN) to the Allottee/s. Final Finishing means & includes painting (internal & external),

Signature of 1st Applicant

Signature of 2nd Applicant

polishing, fixing of flooring, cleaning etc requiring about 30 days for its completion. It is understood & agreed by the Allottee/s that the Final Finishing of the said ATM/Convenient Shop/Twin Shops will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.

- (B) (1) The possession of the said Unit will be given after execution of Sale Deed, subject to Force majeure Condition and payment of all the amounts due and payable by the Allottee/s up to the date of such possession
- (2) The Allottee/s has 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 to take possession of the said Unit within 30 days of the written offer of possession or Final Demand Notice (herein "Said Period")
- (C) The Allottee/s agrees and undertakes 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 condition. The Allottee/s shall pay charges towards insurance, IFMS, stamp duty, and other charges etc. at the time of offer of possession /FDN.
15. The Allottee/s upon offer of possession agrees to enter into a maintenance agreement with the company owners or any nominee/agency/association(s) or other body as may be appointed /nominated by the company (hereinafter referred to as the Maintenance Agency) from time to time for the maintenance and upkeep of the complex. However, failure on the part of the allottee/s to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the maintenance charges and other related charges etc.
16. The Company has made clear to the Allottee/s that it shall be carrying out extensive development/construction activities for many years 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 agreed that he/she/they shall not make any objection or made any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc as above said.
17. I/we hereby agree to pay to the Company, Interest Free Maintenance Security (IFMS) in order to secure adequate provision of the maintenance services and for my/our due performance in paying promptly the Maintenance Charges/ Bills, unpaid or future Government levies, charges by whatever name called as and when demanded by Company/Maintenance Agency and other charges as raised by the Company/Maintenance Agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the Said Unit is physically occupied by me/us or not. I/we further agree to make payment of monthly maintenance charges in respect of the said Unit regularly on monthly basis as per bills raised by the Company/Maintenance Agency. In the event of my/our failure to make payment of monthly maintenance charges, unpaid or future Government levies, charges by whatever name called, the Company/Maintenance Agency shall deduct monthly maintenance charges or such unpaid or future Government levies, charges by whatever name called from the Interest Free Maintenance Security till such period the Interest Free Maintenance Security are fully exhausted.
18. In case at any time the Company hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Company shall have the right to transfer the balance IFMS after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Buyer(s) to such RWA/ Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s) on account of the same.
19. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.
20. The Company shall have the first lien and charge on the said ATM/Convenient Shop/Twin Shops for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said ATM/Convenient Shop/Twin Shops may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said ATM/Convenient Shop/Twin Shops and I/we hereby agree to pay the sale consideration of the aforesaid ATM/Convenient Shop/Twin Shops according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
21. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us

Signature of 1st Applicant

Signature of 2nd Applicant

22. The Company shall endeavor to give possession of the ATM/Convenient Shop/Twin Shops to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by me/us.
23. I/we shall before taking possession of the allotted ATM/Convenient Shop/Twin Shops, must clear all the dues towards the allotted ATM/Convenient Shop/Twin Shops and have the Conveyance Deed for the said ATM/Convenient Shop/Twin Shops executed in my/our favour by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses
24. I/we shall use/ cause to be used the said Convenient Shops as per usage defined by the company. This is a condition precedent and noncompliance thereof may invite cancellation of allotment of the ATM/Convenient Shop/Twin Shops and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting therefrom and also delay in taking possession by Allotee/s may draw the penalty/ holding Charges
25. I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the ATM/Convenient Shop/Twin Shops to me/us
26. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be my/our responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in my/our address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. I/we hereby agree that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.
27. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter in this regard
28. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
29. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
30. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of ATM/Convenient Shop/Twin Shops) 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 process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow. Subject to Arbitration as referred above, the Courts at Lucknow shall have jurisdiction in case of any dispute.

DECLARATION:

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any ATM/Convenient Shop/Twin Shops in relation to the said ATM/Convenient Shop/Twin Shops. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

Name of the Applicant(s)

Signature of the Applicant(s)

Signature of 1st Applicant

Signature of 2nd Applicant

Signature of 1st Applicant

Signature of 2nd Applicant