

Application form for Registration

SOLE/ FIRST APPLICANT

Mr./Mrs./Ms.....

S/W/D.....

Guardian's Name (in case of minor).....

.....

Residential Status: Resident / Non-Resident.....

PAN.....

Occupation:

Phone/Mobile.....

E-Mail.....

SOLE/ FIRST APPLICANT

Mr./Mrs./Ms.....

S/W/D.....

Guardian's Name (in case of minor).....

.....

Residential Status: Resident / Non-Resident.....

PAN.....

Occupation:

Phone/Mobile.....

E-Mail.....

A. BIRTHDAY

i.....

ii

B. ANNIVERSARY

i.....

ii

To,

M/s Touchstone Foundation- Vrindavan-NCR

(hereinafter referred to as the Developer)

Reg. Office: - 815-B, Second Floor

Dr. Mukherjee Nagar, New Delhi-110009.

And

Hare Krishna Movement-Vrindavan

(hereinafter referred to as the Promoter)

Chandrodaya Mandir, Bhaktivedanta Swami Marg

Vrindavan-281121, District Mathura, U.P.

WHEREAS Hare Krishna Movement Vrindavan is a Public Charitable Trust (“HKMV”) established vide Trust Deed dated 26th February, 2008, having registration No.41 of 2008, Book No.4, dated 26th February, 2008, registered in the Office of the Sub Registrar, Mathura and having its office at Sri Vrindavan-Chandrodaya Mandir, Bhaktivedanta Swami Marg, Vrindavan-281121 that has propagation of Krishna Consciousness philosophy, as one of its core objects. In pursuance of this core object, HKMV has conceptualized the design and development of a grand temple, forest based theme park and also to create a community of devotees, who can live in close proximity to the temple, practice the Krishna Consciousness philosophy regularly. This Project will be created by HKMV or through its associate Trust/s; and

WHEREAS HKMV is the absolute owner and in lawful possession of various pieces of land being Khasra No. 76 land measuring 10.440 Acres (Equivalent to 4.225 Hectares) situated at Mauza Chhatikara, Tehsil & District Mathura, Uttar Pradesh (Said Land) vide Sale Deed(s) Dated _____ registered in office of Sub – Registrar _____ in Books No. – 1, Volume _____ at pages _____ as documents No. _____ on dated _____ and the Owner and the Developer have entered into a Development Agreement Dated _____. wherein the Developer under took to develop, construct, market and sell, at its own cost, cottages, on Khasra No. 76 land measuring 10.440 Acres (Equivalent to 4.225 Hectares) situated at Mauza Chhatikara, Tehsil & District Mathura, Uttar Pradesh which is owned by HKMV.

WHEREAS, the Developer has, in pursuance of Development Agreement dated __.__.2013, developing and constructing, at its own cost, Villas namely **Madhav Kutir** in residential building on the above said property of HKMV and the Developer is offering the same for purchase to various Purchasers. Each Villa shall be comprise an area of 430 Sq. Ft built up area, on of 1200 Sq. Ft and such Villa shall be offered on a lump sum price basis, and are not meant for purchase by investors or realty players but only meant for purchase by devotees who are aspiring to spend their lives in Vrindavan, in the vicinity of the grand temple, practicing Krishna Consciousness. Each buyer of such Villa will also be a patron of the grand temple and shall enjoy specific spiritual privileges; and

Dear Sir/Madam,

I/we request that I/we may be registered for allotment of Residential Villa/Row House (hereinafter referred to as the “Villa”) in “**Madhav Kutir**” proposed to be promoted by **Hare Krishna Movement-Vrindavan (HKMV)** (hereinafter referred to as the “**Promoter**”) and developed by **M/s Touchstone Foundation-Vrindavan-NCR (TSF)** (hereinafter referred to as the “**TRUST**”) situated at Mauza Chhatikara, Tehsil & District Mathura, Uttar Pradesh.

I/We agree to sign and execute, as and when required, the **ALLOTMENT LETTER** containing the terms and conditions of Allotment of the Villa and other related documents as prescribed, on the format provided by the Trust.

I/We also agree to abide by the General **Terms and Conditions** of registration for allotment of a Villa in “**MADHAV KUTIR**” as given herein below, which I/We have read and completely understood.

I/We remit a sum of Rs. (Rupees.....)
by the bank Draft/Cheque no..... Dated..... Drawn on Bank

payable at (All drafts and cheques to be made in favour of _____) as registration amount for the allotment of the Villa.

I/We understand and agreed that this application submitted by me / us for the registration for allotment will not mean that I/We am/are entitled for the allotment of the unit in the said project. The allotment of Villa is solely at the discretion of the Trust and the Trust has a right to reject any application for allotment without assigning any reason. In the event the Trust decides to reject any application for allotment of Villa, the Trust shall not be obliged to give any reason for such rejection and any such decision of the Trust rejecting any application for allotment of Villa shall be final and binding.

I/We understand that the expression "Allotment" wherever used in the general terms and conditions for registration of allotment, as, mentioned herein, shall always means provisional allotment of the Villa and the allotment shall remain provisional till such time as the Allotment Letter is unconditionally executed by me and returned to the Trust.

I/we have perused the **Price-List cum payment plan** and agree to pay as per the **Payment Plan'** opted by me.

a) Detail of unit to be purchased

Unit No. Floor Tower/Block No. Type Carpet Area..... Total Area (10.764 Sq. Ft= 1 Sq. Mtr.)

Total Unit Sale Price

Carpet Area: - Means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit.

Total Area: - The area after loading of other constructed areas including the constructed common areas over the carpet area which is duly mentioned in the layout plan of the unit.

b) **Payment Plan option:** D.P. _____ C.L.P _____ Flexi _____ Super Flexi _____

I/We the above applicant(s) do hereby declare that the terms and conditions of this application have been read/understood by me/us and the same are acceptable to me/us. I/We the above applicant(s) unequivocally agree affirm and undertake to abide by the terms and conditions of the application as mentioned herein and further declare that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom.

(I).....
Sole/First applicant

(II).....
Second Applicant

Place:-

Date:-

Note:

- (1) In case, the cheque comprising the booking amount is dishonoured due to any reason, the Trust reserves the right to cancel the booking without giving any notice to the applicant(s).
- (2) All amounts received from the intending allottee(s) other than resident Indian shall be from NRE/NRO/Foreign currency account only.

For Office Use Only

1. Application received by.....

2. Application accepted/rejected.....

3. Registration money received vide R. No..... Dated..... Rs...../-

TERMS AND CONDITIONS FOR ALLOTMENT

1. That the intending Allottee(s) has / have applied for registration of allotment of a Villa in “MADHAV KUTIR” situated at Mauza Chhatikara, Tehsil & District Mathura, Uttar Pradesh, India. The intending Allottee(s) confirms that he/she/they has/have seen all the documents of titles & other relevant papers/documents, agreements, arrangements entered into between the Trust and the Promoter here before stated, pertaining to the aforesaid project and has/have fully satisfied themselves about the title & rights of the Trust and the Promoter in respect of the said project.
2. That the intending Allottee(s) shall pay to the Trust the entire consideration of the Villa, as per the Payment Plan opted by the intending Allottee(s).
3. That the intending Allottees shall pay the total unit sale price of the Villa on the basis of “Carpet Area”. The term ' Carpet Area' shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit and Common areas and facilities shall mean all such parts/areas in the entire said complex which the Allottee shall use by sharing with other occupants of the complex including common corridors and passages, services areas including but not limited to, machine/pumping set room, security/fire control rooms, maintenance offices/ stores, guards cabin, generator area etc., if provided.
4. That the intending allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Villas) in the complex, as determined by the Trust or its nominated agency.
5. That all taxes and statutory levies/compensation presently payable in relation to land comprised in the said project, have been included in the price of Villas. However, in the event of any further increase and/or any fresh tax, service tax, charge, cess, duty, or levy by the government or any authority the same shall be payable by the allottee(s) on pro-rata basis.
6. The intending allottee(s) has seen, understood and accepted the plans, designs, specification which are tentative and agrees that Trust may effect such variations, additions, alterations, deletions and modifications therein as it may deem appropriate and fit or as may be done by the architect or the competent authority (ies).
7. In case there are joint intending allottee(s) all communication shall be sent by the Trust to the intending allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottee(s). The intending allottee(s) has agreed to this condition of the Trust.

8. The intending allottee(s) shall get his/her complete address registered with Trust at the time of booking and it shall be his/her responsibility to inform the Trust by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communications the reference of property booked must be mentioned clearly.
9. The punctual payment of instalment is the essence of the contract. It shall be incumbent on the intending Allottee (s) to comply with the terms of the payment and other terms and conditions of registration, failing which the Trust reserve the right to cancel the abovesaid booking after deducting the booking amount i.e. 10% of the total cost of the unit and the balance amount (if any) will be refunded without interest. However, in exceptional and genuine circumstances the Trust may at its sole discretion condone the delay in payment by charging interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on Home Loan of State Bank of India + 1% p.a. and restore the registration in case such property is not allotted to someone else.
10. That in case the Trust is not in a position to allot the Villa applied for, the Trust shall be responsible only to consider allotment of an alternative property or refund the amount deposited by the Allottee(s) without any interest. However, the Trust shall not be liable for any other damages/compensation on this account.
11. (i) The intending allottee(s) shall not be entitled to get the names of his/her /their nominees substituted in his/her place. The Trust may, however, in its sole discretion, may permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit, in the name of the intending allottee(s) as registered /recorded with the Trust, amongst the family members (husband, wife, own children and real brother/sister).

(ii) The request letter for change of the right of the intending allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial institutions in case payment against the said Villa was made by the intending allottee(s), by raising funds/loans against allotted Villas as security from bankers or financial institutions.

(iii) The substitution /change of name in place of the intending allottee(s) will be done as per the applicable law and after submission of required documents as per the policy of the Trust.
12. Any request for any change in construction of any type in the Villa from the intending allottee(s) will not be entertained /allowed.
13. The intending allottee(s) is /are aware that Villas are being allotted to various persons under terms and conditions mentioned in this application. The intending allottee(s) agrees that he/she /they will use the said Villa for residential purpose and shall not use the aforesaid Villa for any other purpose which may or likely to cause nuisance to other intending allottee(s) in the project or to crowd the passages or to use it for any illegal or immoral purpose. The intending allottee(s) shall not store any hazardous or polluting articles/substances in the said Villa.

14. The intending allottee(s) shall have to make the payments in time of all the bills on account of electricity and any other charges etc as consumed by them to the Trust or its nominated agency as per Trust rules.
15. It is hereby agreed, understood and declared by and between the parties that the Sale Deed/Registry shall be executed and registered in favour of the intending allottee(s) after the Villa has been fully and finally constructed at the site, after receipt of the total sale consideration and other charges agreed herein between the Trust and the intending allottee(s). Other connected expenses i.e. cost of stamp duty for registration of Sale deed/registry, registration charges/fee, miscellaneous expenses and advocate legal fee/charges shall be borne and paid by the intending allottee(s). After the allottee(s) has/have paid the total sale consideration and other connected expenses, cost of Stamp Duty for registration of sub-lease cum sale deed, registration charges/ fee, miscellaneous expenses and Advocate legal fee/ charges, to the Trust and the Sale Deed/Registry deed is registered the possession of unit/Villa shall be handed over to the allottee(s).
16. The intending Allottee(s) shall permit the Trust or their representatives when so required to enter his/her/their Villa for the purpose of performing installations, alterations, or repairs of mechanical or electrical services, and that such entry will be at the time convenient to the Trust/intending Allottee(s). In case of an emergency, such right of entry shall be immediate.
17. It is hereby agreed, understood and declared by and between the parties that the Trust may take construction finance/demand loan for the construction of any Block/tower/building in the said project or part thereof from the Banks/Financial institutions after mortgaging the land/Villas of the said project however, the sale deed in respect of the said Villa in favour of Intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
18. The intending Allottee(s) agree(s) and undertakes that before or after taking possession of the Villa or at any time hereafter, he/she/they shall have no right to object to the Trust constructing or continuing with the construction of the other buildings adjoining to or otherwise in the Project.
19. The intending Allottee(s), if residing outside India shall be solely responsible to comply with the necessary formalities as laid in the "Foreign Exchange Management Act 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 Trust.
20. Further, if there is any change in the present structure in Taxes, levies, cess, fees or any other charges etc. as assessed unpaid and attributable to the Trust as consequence of Government/MVDA/Statutory or other Local Authorities, order, the intending Allottee(s), shall pay the same in their proportionate share.
21. Until a Sale deed is executed and registered, the Trust shall continue to be the owner of said Villa and also the construction thereon and this allotment shall not give to the intending allottee(s) any rights or title or interests therein even though all payment have been received by the Trust. The Trust / financial institution / bank shall have the first lien and charge on the said Villa (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.

22. That all disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the Parties. If such discussions remain inconclusive then the same shall be referred to the sole arbitrator, a person to be appointed by the "Trust", The Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held at Mathura (U.P) India. The arbitration and conciliation act, 1996 or any statutory amendment / modification for the time being in force shall govern the arbitration proceedings thereof. The High Court of Allahabad and the courts subordinate of it at District Mathura (U.P.) shall have jurisdiction in all matters arising out or touching and/ or concerning of said Villa, Residential Complex.
23. Terms and conditions of allotment letter will supersede this registration form, in case of any contradiction between these terms and conditions.

I/we have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same. I/we also understand that this is only an application form submitted by me/us for the allotment of the unit and the terms and conditions given herein are indicative. The detailed terms and conditions shall be given in the allotment letter after the allotment is confirmed by the Trust. The Allotment, subject to the availability of unit, shall be treated as confirmed only after the signing of the allotment letter by the intending allottee(s) and the Trust.