

VANSHIKA ONTARIO

Live Your Dreams

APPLICATION FORM

APPLICATION FOR ALLOTMENT OF A UNIT IN VANSHIKA ONTARIO PROJECT SITUATED ON -
KHASRANO 302 & 303, VILLAGE ANAURA PARGANA TEHSIL, DISTRICT LUCKNOW, FAIZABAD
ROAD, UTTAR PRADESH, INDIA. PINCODE 226028

RERA Website Link <http://www.up-rera.in>

RERA Registration No:

To,

Vanshika Infra City Pvt. Ltd

Anaura kala, behind Ramswaroop School, near Indira Canal, Faizabad Road, Lucknow pincode- 226028

SIR(S)

I/We request that I/We may be provisionally allotted a unit* in the project known as 'Vanshika Ontario' situated on Khasra No 302 & 303, Village Anaura Pargana Tehsil, District Lucknow, Faizabad Road, Uttar Pradesh, India (Pincode - 226028)

*Unit refers to built-up house (villa) as the case may be.

I/We Remit/submit Herewith A Sum of Rs _____ Rupees _____ Only By Bank Draft / Cheque / NEFT /
RTGS No. _____ Dated _____ drawn on Towards Booking / Application Amount.

In the event of provisional allotment of the unit in above mentioned project by Vanshika Infra City Pvt. Ltd. A private limited company having its office at 3/45 Viram Khand, Gomti Nagar, Lucknow - 226010 (here in after referred to as "developer"), I/we agree to pay the balance sale price and all other charges and taxes as per the payment plan opted in this application as explained to me/ us by the developer and understood by me/us.

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 allotment of a unit notwithstanding the fact that the developer may have issued a receipt in acknowledgement of the money tendered with this application and final / firm allotment will be made only after I/we execute and sign the agreement to sell/ unit buyer agreement within 30 days from the date of acknowledgement of receipt of application money / earnest money by the developer. My / our application for the unit shall be treated as cancelled only at the sole discretion of the developer and 100% of the earnest money paid by me/us shall stand forfeited subjected to maximum 10% of the agreement value. I/we are making this application with the full knowledge that the layout of the said project/ building plans are sanctioned by the competent authority.

I/we agree to abide by the terms and conditions of this application including those relating to the payment of sale price and other charges / forfeiture of earnest money as laid down herein and the execution of the unit buyer agreement/ agreement to sell (ATS)

1. SOLE/ FIRST APPLICANT

Mr./ Mrs./ Ms. _____

S/W/D of _____

Date Of Birth: _____ Nationality: _____

Selfattested
Recent colour
Photograph
of Sole/ First
Applicant

Occupation:

Service Professional Housewife Business Any other

Residential status:

Resident/ Non-resident*/ Foreign national of indian origin others (please specify) _____

*Current country of residence _____

Marital status:

Married Unmarried

Permanent account number (PAN No.): _____

(For NRIs and foreign national of Indian origin, please attach copy of Passport/ PIO card also)

Address: _____

City _____ State _____ Country _____

Pin _____ Email _____

Tel. No. (with STD/ISD code) _____ Mobile No. _____

Fax No. _____

2. SECOND / JOINT APPLICANT / NOMINEE

Mr./ Mrs./ Ms. _____

S/W/D of _____

Date of Birth: _____ Nationality: _____

Selfattested
Recent colour
Photograph
of Sole/ First
Applicant

Occupation:

Service Professional Housewife Business Any other

Residential status:

Resident Non-Resident* Foreign national of Indian origin others (please specify) _____

Current country of residence _____

Marital status:

Married Unmarried

Permanent account number (pan no.): _____

(For NRIS and foreign national of indian origin, please attach copy of Passport/ PIO card also)

Address: _____

City _____ State _____ Country _____

Pin _____ Email _____

Tel. No. (with STD/ISD code) _____ Mobile No. _____

Fax No. _____

3. IN CASE THE APPLICANT IS A COMPANY / FIRM

Selfattested
Recent colour
Photograph
of Sole / First
Applicant

Name of Company / Firm _____
Registered Address _____

Pin _____ Email _____
Tel. No. (with STD/ISD code) _____ Mobile No. _____
Fax No. _____ Date of Incorporation: _____
Incorporation Certificate No. _____
Nature of Business of The Company / Firm _____

Correspondence Address (In Case Different From Registered Address): _____

Name Of Authorized Signatory: _____
S / W / D of _____
Designation of Authorized Signatory _____
Address of Authorized Signatory _____

Pin _____ Email _____
Tel. No. (With STD/ISD Code) _____ Mobile No. _____
Fax No. _____ Permanent Account No. (PAN) of the Company / Firm _____

Details of the unit:

Unit: villa Shop no.
Plot Area: _____ Sq.Mt./ _____ Sq.Ft.
Carpet Area: _____ Sq. Mt./ _____ Sq.Ft.
Super Area: _____ Sq. Mt./ _____ Sq.Ft.
Villa Type: _____
Basic Rate (Rs. Per sq.Mt/ Sq.Ft.): _____
Basic Sale Price (Rs.): _____
Total Sale Price (Rs.): _____
PLC Amount (Rs.): _____

Corner Facing Park Facing

Club Membership Charges : _____
External Development Charges : _____
Interest Free Maintenance Security : _____
External Electrification + Fire Fighting Equipment Charges : _____
Power Back-up Charges (If Applicable) : _____
Recurring Monthly Maintenance Charges : _____
Payment Plan Opted : Construction Linked Down Payment Other
Booked Through: Direct Channel Partner
Name of The Channel Partner: _____

Remarks / Comments : _____

Booked By

Checked By

Approved By

Channel Partner, (If Any), Name:

(Sign And Rubber Stamp)

Telephone / Mobile Number:

I / we, the above applicants do hereby declare that the above particulars given by me / us are true and nothing has been concealed therefrom. Any allotment against this application shall be subject to terms and conditions attached to this application form and that of the allotment letter / agreement to sell. The terms and conditions where of shall ipso-facto be applicable to my our legal heirs and successors. I/we declare to inform the builder-developer / promoter of any change in my / our address or in any particular information given above till the booked property is registered in my / our names.

I/we the applicants do hereby further declare that my / our application for allotment by the builder / developer / promoter is irrevocable and that the above particulars information given by me / us are true and correct and nothing has been concealed therefrom

Name of Applicant (s)

Signatiure of Applicant (s)

1. _____

1. _____

2. _____

2. _____

Date _____

Place _____

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF A UNIT IN VANSHIKA ONTARIO

LOCATED AT KHASRA NO.302 & 303. ANAORA KALA, BEHIND RAMSWAROOP SCHOOL, NEAR INDRA CANAL , FAIZABAD ROAD, LUCKNOW.

The terms and conditions given below are of indicative nature with a view to acquaint the terms and conditions as comprehensively set out in the agreement to sell/ unit buyer agreement which upon execution shall compliment/ supersede the terms and conditions set out in this application.

A. TITLE

1. The units (villas) are being developed by Vanshika Infracity Pvt. Ltd. (hereinafter be called 'Developer') in its residential township project - 'VANSHIKA ONTARIO', situated at Khasra No. 302 & 303, Village Anaura, Pargana Tehsil, District Lucknow, Faizabad Road, Uttar Pradesh. Copies of the document have been read /perused / fully understood by the intending allottees who has / have fully satisfied himself/ herself/ themselves with the contents of the same.
2. The intending allottees has satisfied himself/ herself/ themselves about the interest and title of the developer promoter in the land on which the said project unit is being constructed and has understood all limitations and obligations in respect thereof. The intending allottees agree that there will not be any further investigations or objections by him/ her/ them in this respect.

B. ALLOTMENT

1. The intending allottees has /have applied for the allotment of a villa with full knowledge and are subject to all laws notifications and rules applicable to the city of lucknow in general and to the project in particular which have been explained by the developer and understood by him/ her / them.
2. The allotment of the unit is entirely at the discretion of the developer and the developer has the right to reject any application without assigning any reason thereof. It is agreed that the possession of the unit may not be given by the developer to the allottees before all payment dues taxes duties etc are cleared by allottees at the time of execution and registration of the sale deed.
3. Notwithstanding anything contained in this application, the applicant understands that the application will be considered as valid, enforceable and proper only on realisation of the amount tendered with this application acceptance of the same by the authorised person of the company.
4. That the amount remitted by the intending allottees along with the application form in favour of the developer is only towards the request of allotment of a residential-commercial unit in his/ her favour. The amount remitted is without any rights in favour of the intending allottees against the developer.
5. That I/we applicants intending allottees shall be liable responsible for any payment made from any third party account and or any right created therefrom and the developer shall have no liability in this regard.

C. LAYOUT & PLANS

The intending allottees have seen and accepted the plans and have applied for the allotment of the said unit with the specific knowledge that the allotment of the unit shall be provisional in the first instance, the developer shall have the right to effect suitable and necessary alterations in the elevation layout plan of the building or block of buildings / landscaping / payment plans of units in and when found necessary. The alterations may involve all or any of the changes in dimension or change in this area etc. All such changes shall be subject to the provisions of RERA.

(Signature of Applicant)

D. UNIT BUYER AGREEMENT / AGREEMENT TO SELL (ATS)

After allotment of the unit by the developer, a unit buyer agreement to sell shall be executed between the developer and intending allottees on the standard format as prescribed by rera authority, which the intending allottee / purchaser has perused and agreed upon.

E TRANSFER

1. The applicant(s) agrees and confirms that any rights on the said unit are not assignable to any third party till the allotment of unit and clearance of all the dues against the unit on the date of transfer and execution of agreement to sell with the applicant. However, after clearance of all the dues against the unit on the date of transfer, the developer may, upon payment of transfer charges as applicable from time to time and subject to applicable laws and notifications or any government authority/its agency's directions as may be in force, upon receiving a written request / completion of the formalities on the 'developer's standard formats' from the applicant(s), permit the applicant(s) to get the name of his/her/nominee substituted, added, deleted in his/her/their place subject to such terms, conditions and charges as the developer may impose. The applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.
2. Any liability aroused/imposed on the developer by government authority / third party, due to transfer of unit will be payable by the allottee(s) only.
3. The transferee shall follow and abide by all the terms & conditions of booking application / agreement to sell / unit buyer agreement or any other document signed by the original applicant(s)/allottee.

F. FINANCIAL

1. The intending allottee(s) agree that he/ she/ they will pay the price of the unit and all other charges as fixed and informed by the developer.
2. All payments shall be made through Cheque / Demand Draft or remitted through NEFT/RTGS only in favour of "Vanshika Infracity Private Limited" payable at Lucknow.
3. That 10% of the basic sale price of the unit shall constitute the earnest money. The intending allottee(s) agree(s) to pay the balance amount in accordance with the payment schedule mentioned in the allotment letter/ agreement to sell. The intending allottee(s) understands that the timely payment is the essence of a title transaction. In case of default in payment, the intending allottee/purchaser would be liable to pay the developer interest as applicable under the provisions of the payment plan. The intending allottees shall be liable to pay interest to the developer on the unpaid amount payable as per schedule of payment at the rate equal to MCLR on home loan of State Bank of India + 1% and in case of defaults by an allottee under the condition listed in payment schedule continuous for a period beyond 3 (three) consecutive months, the developer shall have the rights to cancel the booking / allotment/ agreement to sell / unit buyer agreement and then intending allottee/ purchaser would be entitled to get back the total money so paid by him without any interest but with a deduction of 10% of the basic sale price (earnest money) of the allotted unit for incidental expenses along with the interest towards late payment of instalments. Further, the discretion for accepting the delayed payment with interest shall exclusively be that of the developer.
4. Since the construction of unit/ building depends on timely payment of instalments, delay in payment of any of the instalments by the intending allottee will result in a delay in possession for which the developer will not be responsible. The intending allottees shall not be entitled to any penalty/compensation from the developer for delayed possession on account of delay in payment of any of the instalments by him/ her/ them.
5. I/we agree to pay the interest at the rate equal to MCLR on the home loan of State Bank of India + 1% on the outstanding amount from the date on which the amount becomes overdue till the date of actual payment (either as laid down in the payment schedule or as and when raised by the builder) under the Construction Linked Plan (CLP)

(Signature of Applicant)

6. I / we authorise the developer to first adjust/realise the accumulated interest on outstanding payment and thereafter the remaining amount should be considered under the head of principal amount (applicable on each delayed payment instrument deposited by the developer.
7. Expenditure on the installation of the fire fighting system/generator / any other equipment/intercom or any other facility will be shared by the allottee(s) proportionately as per the area of the villa / unit allotted.
8. Regular monthly maintenance amount to be decided by the developer / authorised body as per clause no. H (1) below for the purpose of maintenance of the project / unit / villas, shall be payable to the developer, authorized agency/ nominated agency in advance from the date of completion of unit/ offer for possession/ actual possession/ sale deed, whichever is earlier.
9. The intending allottee(s) shall additionally pay on demand to the developer his/her/their proportionate share of the cost for external development etc., as and when demanded.
10. The fire fighting system will be provided in the group housing building as per the norms laid down by the competent / controlling authority. In addition, if due to subsequent legislation / govt. Order or directives or guidelines or if deemed necessary by the developer any further fire safety measures are undertaken the proportionate charges in respect thereof shall also be payable on demand by the intending allottee(s).
11. Till such time as full payment of sale price/ other charges/dues/ levies/ taxes/ duties remain unpaid and physical possession is not taken, the intending allottee(s) covenants with the developer that he/ she/they shall have no objection to the developer raising finance/loans/securities, from the financial institutions against receivable for the development / construction of his / her / their unit.
12. The intending allottee(s) hereby covenants with the developer to pay from time to time and at all times, the amount which the intending allottee(s) is liable to pay as agreed, and to observe and perform all the covenants conditions of booking and to keep the developer and its authorized agents and its representatives, estate & effect indemnified and harmless against any loss or damages that the developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions, except in so far as the same are to be observed and performed by the developer.
13. The developer / financial institution shall have the first lien and charge on the said villa unit for all its dues and other sums payable by the intending allottee(s) to the developer / financial institution.
14. In the event of cancellation of the unit, the intending allottee shall have no right, lien or interest on the said unit. The promoter shall refund 50% of the refundable amount within 45 (forty five) days of such cancellation/withdrawal/ and the remaining 50% of the balance amount on re-allotment of the villa or at the end of one year from the date of cancellation/withdrawal whichever is earlier.
15. In case the allottees want to avail the loan facility from his/her/ their employer or financing bodies to facilitate the purchase of the said unit, the developer shall facilitate the process subject to the following:-
 - A. The terms of the financing agency shall exclusively be binding and applicable upon the allottee(s) only.
 - B. The responsibility of getting the loan sanctioned and disbursed as per the payment schedule opted 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 delays, the payment to the developer as per schedule, shall be ensured by the allottee(s), failing which the allottee(s) shall be governed by the time provisions contained in clause F-(3) as above.
 - C. In case of default in repayment of dues of the financial institution/ agency by the allottee(s), the allottee(s) authorize the developer to cancel the allotment of the said unit and repay the amount received till that date after deduction of earnest money' and interest on delayed payments directly to the financing institution/ agency on receipt of such request from financing agency without any reference to the allottee(s).

(Signature of Applicant)

G. POSSESSION

1. That the vacant and actual physical possession of the unit shall be delivered by the developer to the intending allottee(s) at the time of execution and registration of the sale deed, after receiving all the dues/ charges/ levies / duties and taxes with respect to the said unit covered by allotment letter / unit buyer agreement / agreement to sell or any other agreement or documents executed between the 'the intending allottee' and 'the developer' as agreed by the 'the intending allottee' to 'the developer'.
2. The developer shall endeavour to hand over the possession of the unit to the intending allottee(s) within the agreed time period as declared in the RERA registration. However, an extension of 6 months shall be allowed to the developer by the allottee(s) in case it is required by the developer only after taking approval from the competent authority.
3. In case the developer is unable to hand over the possession of the unit to the allottee(s) within the time period detailed hereinabove, the developer shall be liable to pay the allottee(s) compensation as under the provisions of the RERA.
4. The developer shall offer in writing to the allottee to take over the possession, occupy and use the said unit. Within the stipulated time mentioned in such notice, the said unit shall be handed over to the allottee for his/ her / their occupation and use subject to the allottee having complied with all the terms and conditions of the application form/agreement to sell/unit buyer agreement and is not in default under any of the terms and conditions and has complied with all the provisions, formalities, documentation etc. As may be prescribed by the developer in this regard. The allottee shall within the stipulated time in the notice, take over the possession of the said unit by executing necessary indemnities, undertakings, documentation and making payment of all the dues/charges/taxes. Any delay by the allottee(s) in taking the possession after 30 days from the possession due date mentioned in such notice/offer of possession letter, would attract holding charges as specified by the developer for the delayed period. Further, besides the levy of applicable holding charges, chowkidari charges, maintenance charges, other charges/property tax etc. Shall also be paid by the allottee to developer from the possession due date and the said unit will be handed over to the allottee(s) on 'as is where is' basis. The allottee(s) further, agree not to raise any claim, dispute etc. In this regard at any time (present or future) whatsoever.
5. It is understood and agreed that as per the provisions of RERA, the undivided share in the common area would be transferred to the association of allottees and not to the customer/purchaser. Therefore, the area difference between the carpet and super area would not be registered to the customer/purchaser of the unit.
6. The allottee shall, after taking possession or deemed possession of the said unit, as the case may be or at any time thereafter, have no objection to the developer constructing or continuing with the construction of project buildings or other building(s) adjoining the unit sold to the unit allottee.

(Signature of Applicant)

H. MAINTENANCE

1. The intending allottee(s) upon completion of the said unit agrees to enter into a separate maintenance agreement with any association / body of unit owners or any other nominee / agency / association(s) or other body (hereinafter referred to as 'the maintenance agency') as may be appointed/nominated by the developer from time to time for the maintenance and upkeep of the said project/colony and the intending allottee undertakes to pay all the maintenance bills as raised by the maintenance agency from the date of completion of unit/offer for possession / actual possession / sale-deed, whichever is earlier irrespective whether the intending allottee is in occupation of the unit or not. In addition to above, the intending allottee shall deposit non-refundable Interest-Free Maintenance Security (IFMS) / Monthly Recurring Maintenance Charges (MRMC) with the developer or its nominated agency as and when demanded by them.
2. The allottee(s) will neither himself do nor permit anything to be done which damages common areas / villas or violates the rules or bye-laws of the local authorities or the association of the allottee(s). The allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the developer may recover the expenditure incurred in the rectification from the allottee(s) along with liquidated damages equivalent to such amount incurred. In case said security is insufficient to meet such expenditure or losses then the developer shall be entitled to raise demand against it which shall be strictly payable by the allottee(s) within 30 days of such demand. However, in such an event allottee(s) shall make further payment to maintain the required balance of said security as applicable. The allottee(s) shall always keep the developer and its representatives indemnified in this regard.
3. The allottee(s) shall not put up any name or signboard, neon light, publicity or advertisement material, hanging of clothes etc. On the external facade of the building or anywhere on the exterior of the building or common areas in which his / her / their / villa is unless mutually agreed in writing.
4. The ownership of club in the project shall remain with the developer and same may be transferred to any person(s) / agency for its maintenance & operation thereof. It shall be incumbent on all the allottee(s) to become the member of the club and to pay the membership fees as well as monthly subscription charges as may be determined by the developer / nominated person(s)/ agency for the smooth and proper running of facilities irrespective of the fact whether (i) allottee(s) is using the facilities or not (ii) possession of the said unit has been taken over or not.

I. DUTIES & TAXES

1. The expenses for stamp duty etc. For the execution of any legal document such as agreement to sell / unit buyer agreement, sale deed etc. Legal fees and other miscellaneous charges and registration charges etc. Shall be borne by the allottee(s). Any penalty/fine for the delay in execution/registration of legal document will be solely borne by the allottee(s) only.
2. GST or any other third party/ statutory taxes, fees, charges, etc. Or any other indirect tax, if any, imposed on the developer in future, by the government, shall also be paid by the allottee, in addition to the 'cost of unit and other charges' signed and agreed in the allotment letter / unit buyer agreement / agreement to sell.

J. CORRESPONDENCE

1. The intending allottee(s) shall get his/her/their complete address registered with the developer at the time of booking and it shall be his/her/their responsibility to inform the developer by registered letter about all subsequent changes, if any in his/her/their address. In case the allottee(s) is residing outside india, he/she/them shall be solely responsible to comply with the necessary formalities of Foreign Exchange Management Act, 1999 and other applicable laws regarding the remittance of payments and required declaration as prescribed in law, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him / her / them at the time when those ordinarily reach such address, and the intending allottee(s) shall be responsible for any default in payment and loss suffered by the developer and such other consequences that arise due to the above.

(Signature of Applicant)

2. In the case there are joint intending allottee(s), all communication shall be sent by the developer to the intending allottee(s) whose name appears first and at the address given by him/her/them which shall for all-purpose be considered served on all the intending allottee(s) and no separate communication shall be necessary to the other named intending allottee(s) and the intending allottee(s) has agreed to this condition of the developer.

K. FORCE MAJEURE

1. The intending allottee(s) understand(s) / agree(s) that the sale of the residential/commercial unit is subject to force majeure clause which inter alia includes delay on account of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down or strike or due to a dispute with the construction agency employed by the developer, and land owner, delay in construction due to any pandemic, civil commotion or by the reason of war, or enemy action or earthquake or any act of the god or if non-delivery of possession is as a result of any notice, order, rule or notification of the government or any other public or competent authority or for any other reason beyond the control of the developer and in any of the aforesaid events, the developer shall be entitled to a reasonable extension of the time for delivery of possession of the said premises.
2. The developer, as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment, or if the circumstances are beyond the control of the developer, if so warrants, may suspend the scheme for such a period as it may consider expedient and no compensation of any nature, whatsoever can be claimed by the allottee(s) for the period of suspension of the scheme.
3. The buyer is not allowed to change the elevation of the villa if done so he will be fined with heavy penalties
4. The buyer can construct 50% of their roof without altering the elevation of the villa after taking written consent from the developer .

L. GENERAL

1. It is specifically understood by the intending allottee(s) that upon execution, the terms and conditions as set out in the unit buyer agreement / agreement to sell shall compliment / supersede the terms and conditions as set out in this application form.
2. It is abundantly made clear that in respect of all remittances, acquisition/ transfer of the said unit it shall be the sole responsibility of 'intending allottee' to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the developer with such permissions, approvals which would enable the developer to fulfill its obligations under this application / allotment letter / agreement to sell / unit buyer agreement. Any refund, transfer of security if provided in terms of the agreement to sell / unit buyer agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The intending allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The intending allottee shall keep the developer fully indemnified and harmless in this regard. The developer accepts no responsibility in this regard.
3. That the intending allottee(s) has intimated to the developer that he/she/they have all the legal rights to own/ occupy property in india, on the basis of which this application has been submitted by him/ her. In case the property goes out of possession of the intending allottee(s) after its allotment, if any, or any liability/damages are imposed due to the misstatement of the intending allottee(s) then only the intending allottee(s) shall be responsible for the same without any liability of the developer.

(Signature of Applicant)

4. The developer has made clear to the applicant(s) / allottee(s) that it shall be carrying out extensive developmental / construction activities for many years in future in the entire area falling outside the said unit and that the applicant(s) / allottee(s) shall not raise any objections or make any claims or default in any payments as demanded by the company on account of inconvenience, if any, which may be suffered by the applicant(s) due to such developmental / construction activities or incidental/related activities. It is made clear by the developer and agreed by the applicant(s)/allottee(s) that all rights including the ownership thereof of land(s), facilities and amenities, shall vest solely with the developer/ promoter and they shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to the creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi – government, any other authority, body, any person, institution, trust and / or any local body(ies) which the developer may deem fit in its sole discretion.
5. That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India.

M. INDEMNIFICATION

The allottee(s) shall indemnify and keep the developer, its agents, employee(s), representatives, estate & effect indemnified and harmless against all actions, proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the developer, by reason of any breach or non-observance, non- performance of the terms & 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 to the said unit. The allottee(s) agrees to pay such losses on demand that the developer may or is likely to suffer. This is in addition to any other right or remedy available to the developer.

N. JURISDICTION

All the disputes including all matters shall be subject to the sole arbitration of the nominee of the developer whose award shall be final and binding on both parties. All expenses including the arbitrator's fee shall be borne by the Allottee(s) / purchaser. All proceedings shall be subject to the jurisdiction of Lucknow courts only and its subordinate courts in the city of Lucknow, Uttar Pradesh, India.

O. DECLARATION

I/we declare that I/we have been explained everything related to the above terms and conditions in the language known to me/us. Also I/we have agreed to abide the rules and regulations of the developer and shall pay further installments of the sale price including other charges demanded by the developer within the stipulated time period.

Name of the Applicant(s)

Signature of the Applicant(s)

1. _____ 1. _____

2. _____ 2. _____

Date _____ Place _____

FOR OFFICE USE ONLY

Whether personal details of the Applicant(s) have been completely filled up. Yes/No
Whether booking/application amount cheques is proper and in order. Yes/No
Whether the copy of PAN Card / Address Proof / Photograph attached Yes/No
Whether the Application has been accepted and unit has been allotted to Applicant(s) provisionally Yes/No

DETAILS OF THE UNIT:

Unit : Villa Shop No.
Plot Area: _____ Sq.mt ./ _____ Sq.ft.
Carpet Area: _____ Sq.mt ./ _____ Sq.ft.
Super Area: _____ Sq.mt ./ _____ Sq.ft.
Villa Type: _____
Basic Rate (Rs. Per Sq.mt. / Sq.ft.): _____
Basic Sale price (Rs.): _____
Total Sale Price (Rs.): _____
PLC Amount (Rs.): _____

Corner Facing Park Facing

Club Membership Charges : _____
External Development Charges : _____
Interest Free Maintenance Security : _____
External Electrification + Fire Fighting Equipment Charges : _____
Power Back-up Charges (If Applicable): _____
Recurring Monthly Maintenance Charges : _____
Payment Plan Opted: Construction Linked Down Payment Other
Booked Through: Direct Channel Partner
Name of The Channel Partner: _____
Remarks/Comments: _____

Booked By Checked By Approved By



www.Vanshikagroup.com

UPTOWN LUCKNOW (KHASRA NO -302,303), VILL-ANAURA, FAIZABAD ROAD
NEAR INDIRA CANAL , BESIDE RAMSWAROOP SCHOOL, LUCKNOW.