TERMS & CONDITIONS

1. The Applicant(s) has/have applied for the registration and allotment of a Residential Flat at The Urban Village with full knowledge and subject to laws, rules notifications and rules applicable to the said area, which have been explained by the company and understood by the Applicant(s).

2. The Applicant(s) agree to sign and execute, as and when desired by the Company, the Allotment Letter in Company's standard format and also agree to abide by the terms and conditions as contained therein.

3. The Applicant(s) has/have fully satisfied himself/herself/themselves about the right title interest of the company in the land and understand all limitations and obligations in respect of the same and there will be no further investigation or objections by the Applicant(s) in this regard from the Company.

4 . All Payment towards the sale/purchase of Residential Flat shall be made only by the Applicant/First Applicant and co-applicant to the Company through normal banking channels and the said payments shall be accepted only against the Residential Flat. Applicant (s) shall make all payments towards consideration/price for allotment of said space by way of cheques/drafts/pay orders issued in favour of "Earthcon Constructions Pvt. Ltd." (payable at Lucknow). All cheques/drafts/pay orders shall be deemed to be accepted by developer subject to their realization only.

5. Payment must necessarily be made within the stipulated time as contained in the Allotment Letter appearing either under Down Payment Plan, Installment Payment Plan or Flexi Payment Plan. The Applicant(s) agree and acknowledge that timely payment of monies as per applicable payment Plans shall be the essence of the allotment Letter. Provided however that the Applicant(s) agree that in case of joint Allotment, failure to pay by anyone shall be deemed as failure to pay by both and the Applicant(s) shall be treated as one single person for the purpose of this Application Form and the Allotment Letter and all the Applicants shall be liable jointly and severally. In the event of delay in payment of the applicable installments the Company may at its Sole discretion cancel the allotment made in favor of the Applicant(s) and forfeit the Earnest Money, without the need on behalf of the Company to provide any prior intimation to the Applicant(s) and Applicant(s) shall have no claim/lien/charge/interest, right or remedy against the allotted Residential Flat or against the Company and the company shall have full right to resale application for allotment of the said Residential Flat and allot the same to any other person.
(Note: The terms and conditions as contained herein and in the Allotment Letter apply equally without foregoing their generality for all the Payment Plans)

6. The Applicant(s) shall comply with all legal requirements for the purchase of immovable property, wherever applicable after the execution of the Allotment Letter and shall execute all necessary forms of applications for that purpose. Registration charges and Stamp Duty/Sub Lease Charges in respect of the sale and purchase of the Residential Flat shall be over and above the Total Price payable and shall be paid by the Applicant(s) as per applicable rules, regulations and laws and as determined by the government or local bodies or concerned authorities

7. This Application does not constitute an Agreement to sell and the Applicant(s) co not become entitle to allotment of the Residential Flat not with standing the fact the Company may have issued the receipt/acknowledgement of the Money tendered with this application. It's only after the Applicant(s) sign and executes the allotment Letter on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding on the Company. The allotment must be signed by the party within stipulated time of signing of application form, in case of failure to sign the allotment or cancellation of flat by the party before signing of the allotment the amount constituting the earnest money shall stand forfeited at the discretion of the company.
(Note: for the purpose of this application form earnest money shall refer to mean 10%(Ten Percent) of the Total Price of the Residential Flat pertaining to which this application has been made by the Applicant.

8. All Tax, or Government Duty or liabilities or Goods and Services Tax after the allotment of the Residential Flat whether levied or livable in land and/or the Residential Flat shall be borne by applicant.

9. In case prior to execution of aforesaid agreement to lease, applicant(s) wishes to get the accompanying application/booking cancelled or reduce the areas of said space, applicant(s) shall be liable to pay administrative charges that may be decided by the developer.

10. Foreign applicant(s), applicant(s) having NRI/PIO status shall himself be exclusively responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of applicant(s) to ensure that payment is remitted only through authorised accounts/channels.
Developer shall not be responsible in any manner if any third party makes any payment/remittances on behalf of applicant(s) and developer shall issue payment receipts in favour of applicant(s) only. All financial and penal consequence (if any) for violation of any law or rule shall be borne exclusively by applicant(s) himself. In case it is ever found that any provision of any applicable law is not complied with, allotment of said space shall be liable to be cancelled and in such a situation developer shall be entitled to forfeit earnest money and shall refund, without any interest, the remaining amount (if any) paid by the applicant(s) to the developer for said space after deducting broker's commissions/discounts.

11. No alteration in the Residential Flat shall be acceptable and the Applicant(s) shall not challenge the picture / photographs of the building appearing in the Application Form and/or the Allotment Letter and/or the Specification Sheets.

12. The Company may, on its sole discretion and subject to applicable laws and no-ification or any government directions as may be in force, permit the Applicant(s) to get the name of his/her/their nominee substituted in his/her/their place subject to such terms and conditions and charges as the Company 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.

13. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Residential Flat it shall be this sole responsibility of non resident/foreign national or Indian origin nationals companion to comply with provision of Foreign Exchange Management Act. The company accepts no responsibility in this regards.

14. The Applicant(s) shall get his/her/their complete address registered with the Company at the time of filling this Application and it shall be his/her/their responsibility to inform the Company by registered A.D letter about all or any subsequent changes. If any, in his/her/their mailing address, failing which all notices and correspondence from the Company shall be sent to the address as mentioned by the Applicant(s) in this Application Form and the said Letters/Notices sent by the Company to the Applicants shall be deemed to be received by them on the address first above mentioned. The Provisions of this Clause is without prejudice to the obligation of the Applicant(s) to make timely payment and the applicants shall be solely responsible for any default in payment and the consequence that might occur therefore.

15. The Applicant(s) agree and acknowledge that the sole price/total sale consideration of the Residential Flat sought by the Applicant is fair and is based on the Company's norms. The Applicant(s) further agree and acknowledge that a similar Residential Flat may have been sold/allotted by the Company at a different price/consideration and such difference in price is duly accepted by the Applicant willingly.

16. The Applicant(s) agree that in the event a Cheque deposited with the company by the Applicant(s) towards any payment due to company is dishonored on technical grounds the applicant shall replace the dishonored Cheque with a Demand Draft / Bankers Cheque or Cash of equivalent amount within 3 (three) days of such dishonored failing which this application or the allotment or Residential Flat shall be treated as cancelled at the sole discretion of the Company. Provided however that in the event a Cheque is dishonored on grounds of insufficient funds, this application or the allotment of Residential Flat shall be treated as cancelled at the sole discretion of the Company.

17. That the Developer reserves its right to change the terms of this application form at any point of time. The amended terms shall be final and binding on the applicant (s). The applicant (s) agrees that the terms of the agreement which will be executed between the Developer and the applicant (s) will be final and binding on the applicant. In case of any conflict between the terms of this application form and the terms of the agreement, the terms of the agreement will prevail.

18. No one, (including any broker/dealer or even any employee of developer) is authorized to make any concession in any of the terms and conditions contained herein. Developer shall not be bound by any oral or written commitments beyond the scope of these terms and conditions made by any person including any broker or employee of developer.

19. For all intents and purposes including for interpretation of these terms and conditions a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).

20. The Applicant(s) agree and acknowledge that upon the execution of the Allotment Letter the terms and conditions contained therein shall supersede the terms and conditions set out in this Application Form.

21. This Application Form shall be governed and construed in accordance with the laws of Republic of India with exclusive jurisdiction conferred on the courts at Delhi for all matters arising out of or touching and/or concerning this Application and or the transaction contemplated herein.

22. Cancellation either by customer or by developer at any point of time will attract a deduction of 10% of total cost/earnest money.

23. That in event wherein the Apartment Allottee(s) wish to avail housing loan for/by from the bank or financial institution, the Developer may only facilitate the process unconditionally. The responsibility of getting the loan sanctioned and disbursed by the concerned bank/NBFC as per the developers' payment schedule shall rest exclusively on the Apartment Allottee(s). In the event wherein the loan authening sanctioned or the disbursement getting delayed in any manner whatsoever, the payments to the Developer shall not be delayed by the Apartment Allottee(s). Any event of non-payment of the installment beyond the prescribed due dates will authorize the Developer to recover the interest on the late payments and/or to cancel/ terminate the allotment without assigning any further reasons/notice thereto.

DECLARATION
I/We agree that the registration in the project shall become definitive only after co upletion of the process of allotment and upon issuance of a final communication in such regard by the Company in writing which shall be subject to the terms and conditions as may be stipulated by the Company at the time of allotment.
I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Allotment Letter which shall supersede the terms and conditions in this application. I/We are fully conscious that it is not incumbent on part of the Company to send us reminder/notices in respect of our obligations as set out in this application and/or the Allotment Letter and I/we shall fully be responsible for any consequences in respect of default committed by me/us in no abiding by the terms and conditions contained in this application and I/We shall fully be responsible for any consequences in respect of default committed by me/us in not abiding by the terms and conditions contained in this application and/or the Allotment Letter. I/We have sought detailed explanation and clarification from the Company and the Company has readily provided such explanation and clarification and after giving such careful consideration to all facts, terms, conditions and representation made by the Company. I/We have now executed this Application Form and paid the monies thereof fully conscious of my/our liabilities and obligations including the forfeiture of the Earnest Money as maybe imposed upon me/us. I/We further undertake and assure the Company that in the event of cancellation of my/our provisional and /or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in terms and conditions provide in this Application, I/We shall be left with no right, title/interest of lien on the Residential Flat applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.
I/We the undersigned (Sole/First and Co-Applicant), do hereby declare that the above mentioned particulars/information given by me/us are true and correct to the best of my/our knowledge and no material fact has been concealed therefore.

Date : .....

Place : .....

Your faithfully,

SIGNATURE OF APPLICANT SIGNATURE OF CO APPLICANT

EARTHCON
concerned living

Corporate Office : B-11, Sector-1, Noida-201301 (UP)

THE urban VILLAGE

RERA REGISTRATION NO- UPRERAPRJ9926

BOOKING FORM

Application No. ..... Booking Date.....

Dear Sir(s) / Madam,

I/We the undersigned request for a provisional allotment of a Residential Flat in Urban Village Project.

In the event if the company agrees to allot a residential Flat. I/We further agree to sign and execute the necessary documents, stipulating the terms and conditions for the allotment and registration of the Residential Flat as and when desired by the company's standard format.

I/We, understand that plot/and on which the proposed group housing complex/project is being developed and promoted, has been HPleased out to the company by Uttar Pradesh Avas Evam Vikas Parishad leasehold basis on the terms and conditions mentioned in the HP Lease Deed.

I/We shall comply with the Terms and Conditions of the said HP Lease Deed executed between Uttar Pradesh Avas Evam Vikas Parishad and the company, in so far as those pertain to rights and obligations of the Allottee/sub lessess.

I/We in the meantime sign and execute this Application Form and agree to abide by the terms and conditions as contained herein including but not limited to those relating to payment of sale price and other charges, forfeiture of earnest money as contained herein and the Builder Buyer Agreement.

I/We remit herewith a sum of Rs. .....(Rupees) .....
via Bank Cheque/Draft No. .....Dated.....Drawn on .....
Payable at **Lucknow**, as a part of the Earnest Money for the provisional allotment of Residential Flat (All drafts and Cheques to be made in favour of M/s **Earthcon Constructions Pvt. Ltd.**

I/We agree to pay further installments of sale price and other charges as stipulated/called for by the company.

M R P:- .....

Approved By .....

SIGNATURE OF APPLICANT SIGNATURE OF CO APPLICANT

APPLICANT

My/Our particulars as mentioned below may be recorded for reference and communication :

1 Applicant (Sole/First) .....
Son/Wife/Daughter of .....
Date of Birth ...../...../..... PAN No. [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]
Profession ..... Designation.....
Correspondence/Local Address .....
.....
.....
Permanent Address.....
.....
Nationality ..... Mob.: .....
Tel.:..... E-mail .....
Residential Status (Tick whichever is applicable) ☐ Indian ☐ Non Resident India

SIGNATURE OF APPLICANT

CO APPLICANT

2 Co Applicant Name.....
Son/Wife/Daughter of .....
Date of Birth ...../...../..... PAN No. [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]
Profession ..... Designation .....
Correspondence/Local Address .....
.....
.....
Permanent Address.....
.....
Nationality ..... Mob.: .....
Tel.:..... E-mail .....

3 Residential Status (Tick whichever is applicable) ☐ Indian ☐ Non Resident India

SIGNATURE OF CO APPLICANT

4 Please Tick whichever is applicable ✓

Payment Plan	CONSTRUCTION LINKED PLAN ☐	FLEXI PAYMENT PLAN ☐	DOWN PAYMENT PLAN ☐	OTHER PAYMENT PLAN ☐

	Rate	Total
Basic Price	/sq.ft	
CoveredCar Parking		
Stilt Car Parking		
Additional Car Parking		
Club Membership		
Power Backup Charges	/ KVA	
EFC/FFC	/sq.ft	
EDC/IDC	/sq.ft	
PLC (Facing)	/sq.ft	
PLC (Floor)	/sq.ft	
IFMS	/sq.ft	
Other Charge/s(if any)		
Total		

Flat Detail : Floor..... Tower..... Area.....
Type..... Unit No. .....
TOTAL PRICE OF THE UNIT (Rs.) : .....(Excluding Goods and Services Tax)
Amount (in words).....

5 Other Details of Flat/Unit .....

6. Self Finance / Bank Finance.....

7. If booking has been done through a channel partner, please give his particulars
Company Name & Address.....
.....Telephone .....Mobile.....
PAN No. .....GST No.....

All Tax, or Government Duty or liabilities or Goods and Services Tax after the allotment of the Residential Flat whether levied or livable in land and/or the Residential Flat shall be borne by applicant

SIGNATURE OF APPLICANT SIGNATURE OF CO APPLICANT