

APPLICATION FORM (SANJAR GOLD)

Residential & Commercial Project

Application for Allotment of a Flat/Shop

Application No.	Date	Flat No./Shop No.	Customer Code No.

To,

M/s Sanjar Builders & Construction Pvt. Ltd.
203, Grandeur Apartment-V, 83M, Dalibagh,
Lucknow - 226 001

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Re: Application for Allotment of a Flat/Shop in _____ Project, "Sanjar Gold", at Vrindavan Yojna, Rai Bareilly Road, Lucknow.

Dear Sir,

I / We request that I/We may be considered for allotment of a Flat/Shop in the Residential Township Project Sanjar Gold, being developed by the Company at Vrindavan Yojna, Raibareilly Road, Lucknow. I/We opt to pay the basic sale price of the Flat/Shop, as per the Payment Plan enclosed herewith.

I/We remit, herewith, a sum of Rs. _____ (Rupees _____ only) by Cash/DD/ Cheque bearing no. _____ dated _____ drawn on _____ favoring _____ being the Booking Amount for the Flat & Commercial, i.e. 10% of the basic sale price.

In the event of the Company agreeing to allot me/us the Flat/Shop, I/We agree to pay future installment of basic sale price and other charges as per terms & conditions of the allotment herein contained, as per the payment plan opted by me/us. I/We have read and understood the terms & conditions of the allotment and agree to abide by the same. I/We also agree to execute the standard Property Buyer's Agreement containing detailed terms & conditions of allotment and transfer, as and when called upon by the Company.

If, however, I / We fail to pay further installments as per the payment plan or execute the Property Buyer's Agreement as cancelled, and forfeit the entire Booking Amount / Earnest Money, for which I/We shall raise no objection of any kind.

I/We agree that the acceptance of my/our application do not entitle me/us to any right in a Property until the Property Buyer's Agreement is executed and all payments towards basic sale price and other charges, in full, have been paid by me/us on or before the due dates.

I/We further agree that I/We shall abide by the terms and conditions of the Company that are in force or that may be brought into force from time to time, for allotment of the Flat/Shop.

NOTES:

- The rebate for early payment, if any shall be allowed as may be decided by the Company from time to time, at its sole discretion. Registration fees, stamp duty, maintenance security charges, and other miscellaneous charges shall be borne and paid by the Intending Allottee, as applicable.
- Prices indicated above are subject to revision from time to time at the sole direction of the Company.
- Prices, terms and conditions stated herein are not exhaustive, and have been indicated merely to apprise the Applicant. Service Tax, if any, shall be charged extra, as applicable.
- All taxes, charges, cess or fee, whatsoever or of any kind, levied or that may be levied in future shall be borne and paid by the Intending Allottee.
- All payment are to be made by demand draft/pay order/cheque only, drawn in favour of "Sanjar Builders & Constructions Pvt. Ltd". Payable at Lucknow only.

Date .

Place .

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Signature of the Applicant(s)

My/our particulars are given below :

FOR SOLE OR FIRST APPLICANT

Applicant's Name _____
Father's/Husband's Name _____ Date of Birth _____ Nationality _____
Qualification (s) _____ Occupation & Designation _____
Permanent Address _____
Correspondence Address _____ Telephone No. _____
Residence _____ Office _____ Mobile _____
Email Address _____

Marital Status (Tick one)

Resident Status (Tick one)

Pan no. *Ward circle No.

☐ Married ☐ Single No. of Children _____

☐ Resident ☐ Non - Resident

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*Attach Form 60 or 61, as the case may be, if Pan is not available

CO-APPLICANT

Applicant's Name _____
Father's/Husband's Name _____ Date of Birth _____ Nationality _____
Qualification (s) _____ Occupation & Designation _____
Permanent Address _____
Correspondence Address _____ Telephone No. _____
Residence _____ Office _____ Mobile _____
Email Address _____

Marital Status (Tick one)

Resident Status (Tick one)

Pan no. *Ward circle No.

☐ Married ☐ Single No. of Children _____

☐ Resident ☐ Non - Resident

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*Attach Form 60 or 61, as the case may be, if Pan is not available

FIRMS/SOCIETIES/TRUST/OTHERS

Name of the Firm / Society / Trust _____
Registration No.(if registered) _____
Registered Office _____
Office Address _____
Correspondence Address _____ Telephone No. _____
Residence _____ Office _____ Mobile _____
Email Address _____
Father's Name/Husband's Name of the Authorised Signatory _____
Mobile No. of the Authorised Signatory _____
Address of Authorised Signatory _____

FOR COMPANIES

Name of the Company _____
 Date of Incorporation _____
 Registered Office _____ Office _____

 Correspondence Address _____ Telephone No. _____
 Residence _____ Office _____ Mobile _____
 Email Address _____
 Father's Name/Husband's Name of the Authorised Signatory _____
 Mobile No. of the Authorised Signatory _____
 Address of Authorised Signatory _____

I / We enclose herewith copies of following Documents :

- (I) PAN Card ☐
 (II) Resident Proof (Election Card / Passport / Driving License) ☐
 (III) Copy of Memorandum & Articles of Association and Board's Resolution. ☐
 (IV) Copy of Partnership Deed / Authority Letter / Resolution (In case of society / trust) ☐

Details of Flat

Flat No.	Building No.	Flat Type	BHK	Floor
Super Area..... sq.mtrs..... sq. ft.)	Built up areasq mtrs.			
Servant Room	Study Room	Car Parking		

Details of Commercial

Shop No	Floor
Super Area..... sq.mtrs..... sq. ft.)	Built up areasq. mtrs.

Sale Details

Particulars	Details	Amount in (Rs)
A. Basic Sale Price		
1. Basic Cost on super area basis	@ Rs. per sq.ft	
2. *Preferential Location Charges(PLC)	@ Rs. per sq.ft	
3. External Development Charges (EDC) & Infrastructural Development Charges (IDC)	@ Rs. per sq.ft	
	Total (A)	
B. Other Charges		
1. Club Membership	Rs.	
2. Car Parking Charges	Rs.	
3. Power Back up Installation Charges	 KVA @Rs. per KVA	
4. Other charges, if any	Rs.	
	TOTAL (B)	
	TOTAL (A+B)	

Preferential Location Charges (PLC)

..... Floor/	@ Rs. /-sq.ft. of Basic Cost
For Park/Green/Club/Swimming Pool Facing	@ Rs. /-sq.ft. (In addition to the above)

Declaration

I/We the above applicant(s) do hereby declare that the above particulars / information given by me/us are true & correct and nothing has been mis-represented/concealed there from, I/We have read and signed all pages of this Application form and payment plan and agree to abide by the same.

First/Sole Applicant		Co-Applicant	
Name		Name	
Signature		Signature	
Date	Place	Date	Place

FOR OFFICE USE ONLY

Receiving Office	Accepted	Not Accepted
Application Money	Rs.	Date Received
Application Money	Rs.	Date Cleared
Broker/Agency Name :		

PAYMENT PLANS :

PLAN A: CASH DOWN PAYMENT PLAN	☐
PLAN B: CONSTRUCTION LINKED PAYMENT PLAN	☐
PLAN C: TIME LINKED PAYMENT PLAN	☐

Verified by :

Name :	
Place :	

TERMS & CONDITIONS

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF FLAT/SHOP IN GROUP HOUSING PROJECT, "SANJAR GOLD" at Vrindavan Yojana, Rai Bareilly Road, Lucknow

The Intending Allottee will be allotted the Flat/Shop on the following board terms and conditions, and these terms and conditions shall be comprehensively set out in the Property Buyer's Agreement (hereinafter referred to as the "Agreement").

The following terms and conditions are indicative in nature, and shall always remain binding on the Intending Allottee(s).

1. The Intending Allottee confirms that he/she has been provided by the Company with all the relevant information, documents, plans, site map and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being developed by the Company. The Intending Allottee has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the owners / Company in the land of which the Project is being developed, and has understood all limitations and obligations of the Company in relation thereto and has relied solely on his/her/its/their own judgement and investigation while deciding to apply for allotment.
2. The Intending Allottee shall be liable to pay a total consideration of Rs. _____ (Rupees _____ only) towards the basic sale price for the purchase of the Flat/Shop and other charges as per the payment plan opted by him. The Company has calculated the total price payable by the Intending Allottee for the Property on the basis of the super area of the same together with the proportionate cost of the common facilities in the Building/Block/Plot where the Flat/Shop is to be constructed. The super area given in the application is tentative and the same shall be determined at the time of completion of the Project / handing over possession of the said Property.
3. For the purpose of calculating the basic sale price of the Flat/Shop, the Super Area will be the covered area inclusive of the area under the periphery walls, area under columns and walls within the Property, areas of the walls common with other adjoining Property, cupboards, plumbing shafts, projections, pergolas and balconies plus proportionate share of the areas utilized for common use and facilities, lifts etc. for the Building.
4. It shall be an essential condition of allotment that the Flat shall not be used for any purpose other than for residential purposes but Shop shall be used for commercial use and purposes.
5. The Intending Allottee hereby agrees to pay additionally the PLC - (Preferential Location Charges) in a manner and within the time as stated in the payment plan. However, the Intending Allottee has specifically agreed that if due to any change in the property layout plan, the property ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee and such refund will be adjusted in the last installment as stated in the payment plan. If due to any change in the layout plan, the Property becomes preferentially located, then the Intending Allottee shall be liable and agree to pay additional preferential location charge as may be demanded by the Company.
6. The Intending Allottee shall be allotted one open/covered car parking space earmarked for the Flat on payment of such extra charges as provided in the payment plan. Purchase of any additional car park may be considered based on availability on payment of such extra charges.
7. The earnest money for the purpose of this application and Property Buyer's Agreement shall always be 10% of the basic sale price that may be applicable from time to time. The earnest money shall be liable to be forfeited in the event of withdrawal of allotment by the Intending Allottee and/or cancelled of allotment on account of default/breach of the terms and conditions of allotment/transfer including non-payment of basic sale price / other charges herein provided or as set out in the Property Buyer's Agreement. In the eventuality of withdrawal / cancellation, the earnest money deposited will stand forfeited and the balance amount paid, if any, will be refunded to the Intending Allottee, without any interest and such refund shall be made only once the Property is re-allotted / sold to any other person(s).
8. The payment on or before the due date of the basic sale price and other charges / amounts payable by the Intending Allottee as per the payment plan opted by the Intending Allottee or as demanded by the Company from time to time is the essence of the allotment. In case, the essence of the allotment. In case, the Intending Allottee(s)

fails to make the payments, as aforesaid, the Intending Allottee shall be liable to pay interest thereon @ 18% per annum from the due date of the installment / payment till the date of actual payment. However, in case the Intending Allottee fails to make the payment with interest as aforesaid within a period of three months from the said due date, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and the Intending Allottee shall be left with no right in the Flat/Shop. In such a case, the earnest money deposited will stand forfeited and the balance amount paid, if any, will be refunded, without any interest, and such refund will be made only once the Flat/Shop is re-allotted / sold to any other person(s). However, in exceptional and genuine circumstances, the Company may, at its sole discretion, condone the delay in payment of installments by charging interest @ 18% per annum and restore the allotment of either the cancelled Flat/Shop or any other alternate Flat/Shop, at the Company's sole discretion, and on such terms and conditions as it may deem fit.

9. The Intending Allottee(s) has been made to understand and is aware that the Project is self-financed and the completion and progress of construction is subject to timely receipt of installments and other charges as per the payment plan. The Intending Allottee(s) understands that withdrawal or cancellation of allotment on account of default, at any time, shall affect the funding of the Project and hamper/delay its progress, resulting into incurring losses and/or damages by the Company. As such, in case, the Intending Allottee(s) desires for withdrawal of allotment or if the allotment is cancelled on account of default/breach of the terms and conditions of allotment including non-payment of basic sale price/other charges, at any time after completion of 50% of the construction of the Flat/Shop, the Company, apart from forfeiting the earnest money, as aforesaid, shall be entitled to deduct an additional amount, as penalty, which shall be 10% of the total amounts paid by the Intending Allottee(s) till that time. The balance amount, if any, will be refunded to the Intending Allottee(s), without any interest and such refund shall be made only once the Flat/Shop is re-allotted / sold.
10. In case the Intending Allottee wants to avail of the loan facility from his employer or financing bodies to facilitate the purchase of the Property applied for, the Company shall facilitate the process subject to the following: (a) The terms of the financing agency shall exclusively be binding and applicable upon the Intending Allottee only. (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Intending Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment of the Company, as per schedule, shall be ensured by the Intending Allottee, failing which, the Intending Allottee shall be governed by time provision contained in clause 8 as above. (c) In case of default in repayment of dues of the financial institution/agency by the Intending Allottee, the Intending Allottee authorize the Company to cancel the allotment of the Flat/Shop and repay the amount received by the Company till that date after deduction of earnest money, directly to financing/ institution agency on receipt of such request from financing agency without any reference to the Intending Allottee.
11. The Intending Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any matters, issues relating to any approvals, permissions, notice, notifications by the Competent Authority become subject matter of any litigation or due to any force majeure conditions, the Company after allotment, is unable to deliver the Flat/Shop to the Intending Allottee, the Intending Allottee agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amount received from him/her without any interest or compensation whatsoever.
12. The Intending Allottee has seen and accepted the Layout Plans, designs, specifications & Construction plans for building Flat/Shop, which are tentative and the Intending Allottee authorize the Company to effect suitable and necessary alterations/modifications in the same as the Company may deem fit or as directed by any Competent Authority(ies). However, in case of any alterations/ modifications resulting in change in the super area of the Flat/Shop any time prior to and upon the grant of completion certificate, the Company shall intimate to the Intending Allottee in writing the change thereof and the resultant change, if any, in the price of the Property shall be paid by the Intending Allottee or refunded as the case may be. The Company may on its own provide additional / better specifications and / or facilities other than those specifications provided in the brochure due to technical reasons of over-all betterment of the Project and the proportionate cost of such changes will be borne by the Intending Allottee.
13. If the Company is unable to carry out the constructions of any of the said reason whatsoever, the Company shall Endeavour to offer an alternative Flat/Shop of approximately the same type/specification and in the event of non-acceptability by the Allottee or non-availability of the alternate Property, the Company shall refund the actual amount received from the Allottee till then and shall not be liable to pay any damages/compensation or interest to

the Allottee, whatsoever. The Allottee irrevocably agrees not to raise any demand/claim against the Company on account of it not being to construct and hand-over the said Flat/Shop or not providing any alternate Property.

- 14 Any charges, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, either on the Flat/Shop or on the construction of the Project at any time, in future or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Allottee only on pro-rata basis.
- 15 In case of any increase in the External or Infrastructure Development Charges, or if any additional charge for extra amenities/safety measures or any other charge levy, tax(es), fee, cess etc. of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the Project, the same be charged to the account of the Allottee on pro-rata basis and be payable to the Company on demand.
- 16 The charges for providing electricity connection charges, external electric wiring in the Flat/Shop, equipped in the common areas as prescribed in the existing regulations and power backup shall be payable by the Allottee in addition to the basic sale price, as prescribed herein. If, however, due to any subsequent legislation / government, order or directives or guidelines or if deemed necessary by the Company, additional electrification safety measures are undertaken or in case there is any increase in the external electrification, then the Allottee shall be liable to pay proportionate charges, as may be determined by the Company in its absolute discretion.
- 17 The basic sale price, as has been mentioned in the installment Plan attached hereto, has been fixed taking into consideration the cost of Steel and Cement, at prevailing rate.
- 18 The Company shall endeavor to handover possession of the Flat/Shop within a period of months from the date of sanction of Property plans and receipt of all other approvals required for start of construction, subject to timely payment of the Allottee towards the basic sale price and other charges, as demanded in terms of the Agreement. The time frame for possession provided here in above is tentative and shall be subject to force majeure and timely and prompt payment of all installments and completion of formalities required. The Company shall be entitled to six (6) months additional period in the event there is a delay in handling the possession. However, in case of delay beyond a period of six (6) months and such delay is attributable to the Company, the Company shall be liable to pay compensation @ Rs. 5.00 per sq.ft. p/m of the Super Area of the Property for the period of further delay.
- 19 The Intending Allottee shall be liable to pay an-Facility Charges (FC) towards the maintenance and upkeep of the Building / Project. The amount to be paid for FC will be as per the payment plan. The FC shall become Payable within the time notified, whether or not the Intending Allottee(s) takes possession of the Flat/Shop. In case of delay in payment of (FC) within this period, interest @ 18% p.a. shall be charged for the period of delay.
- 20 The Intending Allottee agrees to pay to the Company or the maintenance agency, Monthly Maintenance Charges as demanded by the Company / Maintenance agency, from the date notified by the Company for taking over possession of the said Property. The Company / maintenance agency may at the time of making the offer of possession, demand advance maintenance charges for the period of 12 months forward, at the rates determined by the Company / maintenance agency, in which case the Intending Allottee(s) shall be liable to pay the same, within the date notified, failing which interest @ 18 % p.a. shall be charged for the period of delay. The maintenance charges shall be payable at the rates determined irrespective whether the Intending Allottee is in occupation of the Property or Not. It is agreed that the maintenance charges may be enhanced, from time to time, as may be determined by the Company or the maintenance agency. In addition, a sinking fund may be created and will be paid extra by the Intending Allottee. The maintenance charges may be also realized in a pre-paid format by integrating them into the pre-paid electricity system or otherwise.
- 21 Further, the monthly maintenance charges as intimated to the Intending Allottee by the Company, shall be payable by the Intending Allottee within a period of fifteen (15) days of demand. In case of delay in monthly maintenance charges within this period, interest @ 18 % p.a. shall be charged for the period of delay. In case of failure of the Intending Allottee to pay the monthly maintenance charges on or before the due date, the Company / Maintenance Agency will be entitled to effect disconnection of services to the Intending Allottee that may include disconnection of electricity/water/sewer/power back-up, and debarring from usage of any or all common facilities within the Project. The Company may also, apart from other remedies open to it, restrict or object to the transfer of the Property by the Intending Allottee.
- 22 All charges payable to various department for obtaining services/connections to the Flat/Shop like electricity, telephone, water etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Intending Allottee. The Intending Allottee shall be liable to pay

monthly electricity consumption charges and power back-up charges in respect of the Flat/Shop on actual through the pre-paid metering system. The Intending Allottee shall also be liable to pay the municipal/ house/ property tax, by whatever name called, and water tax etc. In respect of the Property from the date of levy thereof.

23. In case of the top floor Flat, with roof rights, it shall be incumbent on the Intending Allottee(s) to allow free access rights thereof to the other occupants of the building for the purpose of installation of water tanks/antenna/VSAT/ internet/telephone connection etc. And repair and maintenance of the same. The Intending Allottee(s) shall not be entitled to raise any construction, whether temporary or permanent, or further floors on the roof.
24. In case of ground floor Flat, the Intending Allottee(s) shall be entitled to exclusive right to use the designated area in front of the Flat earmarked for the lawn / garden use, to the exclusion of other occupants in the Building. The said area shall, however, be used for lawn / garden purposes only and the Intending Allottee(s) shall not be entitled to raise any constructions thereon or use the same for any other purposes.
25. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in the Project for organizing meetings and small functions, the same shall be used on payment basis after prior permission from the Company/ Maintenance Agency.
26. The Intending Allottee shall be required to become a member of the club and shall be liable to pay to the Company or its nominated agency, which may manage and operate the club, such one time membership fee, as per the payment plan and other charges as applicable. The membership of the club is compulsory by the Intending Allottee.
27. The Intending Allottee shall be liable to pay to the Company cost of stamp duty, registration fee and legal charges for execution and registration of sale deed, at the rate which may be applicable then.
28. The Company may, as its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Intending Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and administrative charges as may be prescribed by the Company. The Intending Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination. In the event of any imposition of executive instructions at any time after the date of the application to restrict nomination/transfer/assignment of the Flat/Shop by any authority, the company will have to comply with the same and the Intending Allottee has specifically noted the same.
29. The Intending Allottee, if resident outside India, shall solely be responsible for the compliance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing and applicable shall be the responsibility of the Intending Allottee.
30. The Intending Allottee shall inform the Company in writing any change in the mailing address mentioned in this application failing which all demands, notice etc., by the Company shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee.
31. In case there are joint applicants, all communications shall be sent by the Company to the First Intending Allottee only at the mailing address given by him which shall be deemed as served on all intending Allottee and no separate communications shall be sent to the Joint intending Allottee. The address given in the application form shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Intending Allottee and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
32. All payments by the applicant / Intending Allottee shall be made to the Company through Demand Draft/Pay Order/ Cheque drawn upon scheduled banks in favour of "SANJAR BUILDERS & CONSTRUCTIONS PVT. LTD." payable at Lucknow only.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given are of indicative nature with a view to acquaint me/us generally with the terms and conditions as will be comprehensively set out in the Property Buyer's Agreement.

Place _____

Date _____

Signature of Applicant(s)