

UPSIDA No. 545/2023

UPRERA No.

**DRAFT FOR THE SUBMISSION IN RERA
APPLICATION/BOOKING FORM**

Date: _____

Application No. _____

To,
LJK Construction India Pvt Ltd,
7th floor, Eldeco Corporate
Chamber-II,
Vibhuti Khand,
Gomti Nagar,
Lucknow 226010

Photograph of Sole/
First Applicant(s)

Photograph of
Second Applicant(s)

Dear Sir/s,

I/We the Applicant(s) understand(s) that **LJK Construction India Pvt Ltd.** (hereinafter called the "**Company**"), having its registered office at 7th floor, Eldeco Corporate Chamber-II, Vibhuti Khand, Gomti Nagar, Lucknow, is developing a Residential township in the name: "**LJK VASTO PHASE-1** (hereinafter referred as **VASTO PHASE-1**)", at village Makhdoompur Kaithi, Sarojini Nagar, Lucknow (the said plot of land is hereinafter called the "**Project Land**", and the said upcoming project is hereinafter called the "**Project**").

My/Our particulars are given below for your reference and record:

1. FIRST APPLICANT(S)

Mr./Mrs./M/s _____ Son/Wife/Daughter of _____

Date of Birth/Incorporation _____ Nationality _____

Marital Status _____ Date of Marriage Anniversary _____

PAN No. _____ Nominee Name _____

Correspondence Address: _____

PIN: _____

Permanent Address: _____

PIN: _____

Tel. No.: _____

Mobile: _____

Email Id: _____

Organization Name & Address: _____

PIN: _____

Designation: _____

Contact No.: Office: _____

Mobile: _____

E-Mail ID: _____

Passport No. (For Non Resident/Foreign

National of Indian Origin): _____

2. SECOND APPLICANT(S)

Mr./Mrs./M/s _____

Son/Wife/Daughter of _____

Date of Birth/Incorporation _____

Nationality _____

Marital Status _____

Date of Marriage Anniversary _____

PAN No. _____

Nominee Name _____

Correspondence Address: _____

PIN: _____

Signature of Sole/ First Applicant

Signature of Second Applicant

Permanent Address: _____

_____ PIN: _____

Tel. No.: _____ Mobile: _____

Email Id: _____

Organisation Name & Address: _____

PIN: _____ Designation: _____

Contact No.: Office: _____ Mobile: _____

E-Mail ID:

Passport No. (For Non Resident/Foreign National of Indian Origin): _____

I/We wish to register my/our expression of interest for the allotment of a unit in the aforesaid Project.

I/we have gone through all the documents pertaining to the title of Project Land, and have also gone through the necessary papers related to the said Project. I have also gone through the Terms and Conditions stated at the end of this Application Form and being desirous of booking a unit in the said Project I/we agree to abide by the said Terms and Conditions.

In furtherance to the aforesaid, I/We hereby enclose a Cheque/Demand Draft No./RTGS _____, dated

Drawn on _____ Bank, _____ Branch

for an amount of Rs. _____/-

Signature of Sole/ First Applicant

Signature of Second Applicant

PAYMENTPLAN (Tick the chosen plan)

- A. Down Payment Plan
- B. Flexi Payment Plan
- C. Construction Linked Plan

PARTICULARS

(i) Unit No: _____

(ii) Block/ Sector/Type: _____

(iii) Plot area: _____ sq.ft.(_____ sq.mt.) @ Rs. _____/- p.sq.f. and @ Rs. _____/-
p.sq.m

(iv) Nature of Business: _____

Cheque/Draft shall be in favor of _____ Payable at _____

MODE OF BOOKING:

Direct Channel Partner/Associate

Channel Partner Details/Associate _____/Sign _____

Company Personnel _____/Sign _____

Broker Stamp

Signature of Sole/ First Applicant

Signature of Second Applicant

DETAILS AND BREAK-UP OF TOTAL SALE PRICE:

Sr. No.	Particulars	Charges	Total
1	Plot Area (Sq. Ft.)		
2	Basic Sales Price (BSP+PLC)	PSF	
3	External Development Charges (EDC)	PSF	
	TOTAL CONSIDERATION		
4	Club Membership Fees	LUMPSUM	
5	External Electrification Charges	PSF	
6	Recurring Maintenance Charges (RMC)	PSF	
7	ADDITONAL COST		
8	Interest Free Maintenance Security ("IFMS")	PSF	
9	Other charges (if any)		
10	Total consideration		

Signature of Sole/First Applicant

Signature of Second Applicant

Date:

Place: Lucknow

For Office use only:-

Application received on : _____

Special remarks (if any) _____

Accepted/Rejected _____

Manager Signature

Sales Head Signature

Note: 1 Sq.mtr = 10.76 Sq.ft

Signature of Sole/ First Applicant

Signature of Second Applicant

TERMS AND CONDITIONS

The Applicant(s) agree(s) that:-

1. The Applicant(s) shall sign all the pages of this Application in token of his/her/their acceptance of the terms and condition stipulated herein.
2. Notwithstanding the fact that the Company may have issued an acknowledgement by way of a receipt for the money tendered with this Application, the Applicant(s) have clearly understood that this Application is only a request/offer of/by the Applicant(s) for the allotment of an Unit and does not constitute any allotment or an agreement between the Applicant(s) and the Company.
3. In the event the Unit is allotted by Company, the Applicant(s) undertake to pay all installments and all dues, in terms of and strictly as per the timeline stated in the Payment Plan opted, or as stipulated in this Application or as may be required by law or demanded by the Company in future.
4. The Company shall have absolute discretion and be entitled to accept or reject this Application and may allot the desired Unit to any other person, or altogether decide to modify or cancel the Project itself, before issuing the allotment letter, without assigning any reason whatsoever. In this case, the money tendered by me/us along with this Application or any other related amounts paid by me/us shall be refunded by the Company without interest. It is clarified that deposits of the cheques shall not amount to acceptance of the Application.
5. The Applicant(s) has/have satisfied himself/herself that the Company is developing and constructing the said Project on the Project Land and is sufficiently entitled to develop, sell and deal with the said Project proposed to be so constructed
6. The Applicant(s) represents and acknowledges that he/ she / they is/are fully satisfied with the right, title and interest of the Company over the Project Land and has/have understood all limitations and obligations of the Company in respect thereof. The Applicant(s) undertakes not to hereinafter raise objections with respect to the Company's right/ title/ interest/ entitlements in the Project Land and rights to sell and develop the Project.
7. The Applicant(s) has/have tendered this Application for allotment of the Unit in the Project based upon his/their own due diligence and without relying on any alleged representations and assurances of the Company or any of its representatives or agents or brokers and with full cognizance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the Unit from the Company without any recourse to warranties implied in terms hereof. The Applicant(s) has studied the market and available products and taken a

Signature of Sole/ First Applicant

Signature of Second Applicant

conscious decision to apply for a Unit in the Project without any undue influence, inducement or force by whatever means.

8. The Applicant(s) understand that the area of the Unit may be subject to certain changes for any reason(s) beyond the control of the Company. I/We understand that the marketing plan/brochure is only a mere indication of the proposed Project. The areas mentioned in the drawings are reasonable estimates and are subject to change, to which the Applicant(s) would never object and would rather provide a consent letter, if any, required. The Company reserves the right to change the design, elevation, specifications, amenities and facilities, plans, etc. of the project including change in FAR etc., as the case may be, due to aesthetic reasons or to meet the planning/regulatory requirement or for any other reasons.
9. The Applicant(s) agree(s) that changes in respect of the Unit shall not vary by more than 10% from what has been stated in the Application, if any. Such changes will be communicated to the Applicant(s) by the Company, which shall be binding on the Applicant(s), who shall be liable to pay for any additional charges etc. that may be demanded by the Company due to such changes in the Unit. It is also agreed by the Applicant(s) that the Company shall also have right to change the Unit allotted to the Applicant(s) anytime until before the final transfer deed (conveyance deed) is executed and duly registered.
10. The Applicant(s) clearly and unequivocally understand(s) that any rights and entitlements shall accrue only when the allotment is made by the Company in his/her/their favour and the necessary agreements to sell/definitive documents is/are signed and all its terms and conditions are duly complied with, by the Applicant(s). The Applicant(s) agree that in the event of the Company not accepting his/her/their Application for any reason whatsoever, the Applicant(s) shall have no claim, right, entitlement, title, interest or lien on the said Unit and shall not raise any objection for non-allotment.
11. The Applicant(s) clearly and unequivocally understand(s) that the Company is not required to and will not give any reminder to the Applicant(s) (s) to comply with any or all of the obligations under this Application and the future definitive documents to be entered into. It shall be the sole responsibility of the Applicant(s) to comply with his/her/their duties and obligations, as set out under this Application and the Agreement to sell/Definitive Documents to be entered in to as stated hereinbefore.
12. In the event the Applicant(s) desire(s) to obtain any finance / loan against the said Plot from any financial institution / bank, it shall do so after obtaining prior written permission from the Developer and/or their lenders for which the Developer and/or their lenders may issue necessary

permissions as may be required by the banks / financial institution of the Applicant(s). However, no liability whatsoever shall be attributed to the Developer or against the Plot in case of breach of the terms of such loan and/or financial assistance availed by the Applicant(s) and it shall be the personal liability and responsibility of the Applicant(s) to ensure that the loan is processed and payments released to the Developer within the stipulated period as provided in the agreed Payment Plan, failing which it shall be considered as a case of delayed payment and acted upon by the Developer accordingly. The Applicant(s) shall keep the Developer fully indemnified for any matter related to any loan agreement with any bank/financial institution and any breach thereof.

13. The Developer shall not be responsible or accountable to the Applicant(s) or towards any third party that may have made payments / remittances to the Developer on behalf of the Applicant(s) and such third party shall not have any right in the Plot whatsoever. However, at the time of any such payment / remittance from a third party, the Applicant(s) would be required to furnish a declaration / NOC / consent letter to the Developer in such format as the Developer may deem necessary confirming the said payment / remittance as being on behalf of the Applicant(s) for the Plot. The Developer shall issue payment receipts only in favour of the Applicant(s). Notwithstanding any arrangement that the Applicant(s) has/have with any bank/financial institution, under all circumstances, the Applicant(s) is / are and shall remain solely, absolutely and directly responsible for ensuring and making all payments due to the Developer in respect of the Plot.

14. The Applicant(s) agree(s) to pay as and when demanded by the Developer all stamp duty and registration charges and all other incidental legal fees, costs and expenses for the preparation and execution and registration of the Conveyance Deed within the stipulated period and all other fees, dues, costs, charges and expenses as maybe payable or demanded from the Applicant(s) in respect of the Plot. In case the Applicant(s) fail(s) to perform such and other obligations, the Developer shall be fully entitled at its sole discretion to cancel the allotment of the Plot and refund the monies paid by the Applicant(s) after deducting the Earnest Money, Service Tax/GST, interest paid by the Applicant(s) on delayed payments and brokerage/commission, if any, paid by the Developer in respect of the Plot to any Channel Partner and the balance amount will be refunded to the Applicant(s) without any interest upon realization of money from the re-sale or re-allotment of the Plot. Thereafter, the Applicant(s) shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Plot.

15. In the event the Applicant(s) default(s) in timely payment of any amounts payable in respect of the Plot, the default payment shall attract interest @ 12% p.a. from the day it fell due till the date of

receipt of payment. The Developer shall adjust all amounts received from the Applicant(s) first towards interest on overdue instalments and thereafter towards any overdue prior instalments and any other outstanding demand due to the Developer and finally the balance, if any, would be adjusted towards the current instalment or dues for which the payment is tendered. Notwithstanding the payment of interest on delayed payments, in the event any payment is delayed beyond a period of 60 (sixty) days from its due date, the Developer shall be fully entitled, at its discretion to cancel the provisional allotment and forfeit the Earnest Money and any balance remaining after such adjustment of Earnest Money shall be refunded to the Applicant(s) after deducting Service Tax, interest paid on delayed payments and brokerage/commission paid by the Developer to any Channel Partner, if engaged by the Applicant(s) in respect of the Plot and on such cancellation, the Applicant(s) shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Plot. It is clarified that the refund shall be made without any interest and only upon realization of money from the re-sale of the Plot.

16. The developer has no responsibility to furnish with the facility to avail loan to the applicant. Whereas the applicant himself is responsible to process loan from the bank of his choice. However, the developer may facilitate the applicant with the avail option of loan which exists with the developer.
17. The Applicant(s) agree(s) and acknowledges that Booking Amount shall be mentioned in the Payment Plan.
18. In the event that before the allotment letter is issued, the Applicant(s) withdraw(s) his/her/their Application for allotment, the Company shall be entitled to forfeit Earnest money already tendered by the Applicant(s) pursuant to this Application.
19. The Applicant(s) shall pay the total consideration of the Unit and other charges as applicable as per the payment schedule (Payment Plan) opted. All cheques/demand drafts payable by the Applicant(s) should be drawn in the name of _____, payable at Lucknow.
20. After the allotment letter is issued by the Company, if the Applicant(s) fail(s) to sign and execute the necessary Agreement/Definitive Documents for the allotted Unit or fail(s) to make payment of the amounts on the due dates/within the time prescribed in the Payment Plan opted by the Applicant(s), or if any of the cheques of the Applicant(s) are dishonored for any reason whatsoever, then the Company shall be entitled, at its sole discretion, to give a grace period of fifteen (15) more days and no more, to honour the obligation due, but if the Applicant(s) still fails to discharge the obligation or make the payment then an interest of 12% p.a. of the sum so due shall be payable

additionally for the period of delay. Further the Company in its sole discretion, notwithstanding any other term or condition or clause herein, may also choose to cancel the allotment of the Unit and forfeit ten percent (10 %) of total cost payable for the said Unit, in case of failure of the Applicant(s) to make timely payments. The Applicant(s) will also not be entitled to the refund of amounts paid towards interest on delayed payment in any of the above circumstances. The Applicant(s) clearly understands that timely payment of the payments due as per the Payment Plan opted is the most essential term.

21. If the Applicant(s), for any reason whatsoever cancels, or seeks to cancel the booking of the Unit after the issuance of the Allotment Letter, then the Company shall be entitled to forfeit ten percent (10 %) of total cost payable for the said Unit and return the balance amount, if any, without any interest.
22. The Applicant(s) hereby agrees that the Company shall have the right to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of his/her/their respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the Unit being made free of any encumbrances at the time of execution of its Conveyance Deed/ Sale Deed/ Transfer Deed, in favour of the Applicant(s) or his nominee. The Company/Financial Institution/Bank shall always have the first lien/charge on the Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the Project.
23. The Applicant(s) agree(s) that they have been informed and are aware that only written and signed commitments from authorized signatories of the Company will be honored and that oral statements or representations or commitments will not bind the Company and will not be relied upon by the Applicant(s).
24. Payment of maintenance charges by the Applicant shall be mandatory and non-payment of any of maintenance charges within the time specified shall disentitle the Applicant(s) to the enjoyment of the common areas and other common services.
25. The Applicant(s) understands and acknowledges that views/designs/looks/details/features/facilities etc shown in the brochure (or similar document by whatever name called), if any, are of indicative nature only, and the final product may vary from the same and the Applicant unequivocally states that he/she/they has/have made the decision to book the Unit, without relying on any representation or information given or shown or depicted in any such brochure, or any other document other than this Application Form. All intending purchaser/s, including the Applicant(s) herein are bound to inspect all plans and approvals and

visit project sites and apprise themselves of all plans and approvals and other relevant information. The relationship between the Company and the Applicant(s) will be governed strictly by this Application and the definitive agreements to be executed from time to time and not on basis of anything stated/mentioned/shown in the brochure or any other similar document.

26. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the Applicant(s) to the Company in respect of the Unit.

27. The Applicant(s) agree(s) that if due to any legislation, order, rule or regulation made or issued by competent legislature or appropriate Government or by RERA or by any other statutory authority; or if due to refusal, delay, denial, withdrawal or withholding of the grant of necessary approvals/permissions relating to the said Project by any Competent Authority(ies); or if by reason of any matters/issues relating to the said Project becoming subject matter of any litigation before any court of law; or if due to force majeure conditions, the Company after allotment, is unable to deliver the Unit to the Applicant(s), the Company shall refund the amount paid by the Applicant(s) without any interest, taxes or compensation whatsoever.

28. The Applicant(s) shall get his complete address registered with the Company at the time of allotment of Unit and further it shall be his/her/their responsibility to inform the Company by sending a letter Registered A.D. about any subsequent change in the address, failing which, all demand notices and letters shall be posted at the first address written in the Application, and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communications the Applicant(s) shall write the unit no. clearly.

29. In case there are joint Applicant(s), all communication shall be sent by the Company to the Applicant whose name appears first in the Application, at his/her given address, which shall for all purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named joint Applicant(s).

30. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to allotment/purchase of the Unit are made by non-resident(s) / foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under this Application, or under the allotment letter or the definitive documents. Any implications arising out of any default by the Applicant(s), shall be the sole responsibility of the Applicant(s). The Company accepts no responsibility in this regard and the Applicant(s) shall keep

the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws.

31. It is understood by the Applicant(s) that the Company is not required to send reminder/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and those to be set out in the allotment letter and/or Agreement to Sell or any modifications thereof and the Applicant(s) is required to comply with/fulfill all such obligations on its own and pay the same forthwith on demand.
32. The Applicant(s) agrees that if the Government/ Concerned Authority imposes any charges, levies, taxes, fees etc in respect of any facilities, or additional cost of land whatsoever, the same shall be payable by the Applicant(s) proportionate to his/her/their share, as and when demanded by the Company.
33. Courts in Lucknow, U.P. alone shall have jurisdiction in case of any dispute.
34. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

Applicant No. 1

Applicant No. 2

DECLARATION

1. I/we have signed and submitted this Application and paid the amount payable thereof being fully conscious of my/our liabilities and obligations.
2. I/We agree to sign and execute all the necessary agreements and other definitive documents as and when desired by the Company within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/expenses incidental there to and I/We agree to be bound by the terms of the said agreements/documents.
3. I/We have read and understood the "Terms and Conditions" mentioned in this Application and agree to be bound by the same.
4. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the necessary agreements/definitive documents.

Signature of Sole/ First Applicant

Signature of Second Applicant

5. I/We the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.
6. I/We understand that this Application shall be treated as complete only when this Application form is duly filled and its each page is signed by Applicant(s) and is supported by all the necessary documents mentioned.
7. I/We understand that unsigned or incomplete Application can be rejected by the Company at its sole discretion. I/we understand that if the particulars submitted by me/us are found to be incorrect/suppressed or any vital information is found to be concealed by us/me for the purpose of availing the booking in said Project then the Company shall have discretionary right to cancel the booking/allotment at any time without serving any notice or assigning any reason to me/us.

Dated:

Applicant No. 1

Applicant No. 2

DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM

I/We have enclosed herewith copies of the following documents for records and reference.

- (i) Proof of residence: Voter's Identity Card(s)/Passport(s)/ Driving License(s)/Aadhar Card(s)
- (ii) PAN card(s)

(Additional documents in case of artificial persons like company/society/firm/any entity)

- (i) Memorandum and articles of association in case of company or similar document in case of other entity
- (ii) Resolution in favour of signatory passed by Board/Governing body(in original)

(Additional documents in case of partnership firm)

- (i) Partnership deed
- (ii) Letter of authority signed by all partners in favour of signatory

Signature of Sole/ First Applicant

Signature of Second Applicant

(Additional documents in cases of Foreign Nationals, PIO & NRIs)

(i) Passport & document regarding payment through NRE/NRO

account

RERA REGISTRATION No. _____

DRAFT

Signature of Sole/ First Applicant

Signature of Second Applicant