

APPLICATION FORM

To,
M/s. New Modern Buildwell Private Limited
819, Antriksh Bhawan, 22 KG Marg,
New Delhi- 110001

Date _____

Dear Sir,

I/we, request that I/we may be provisionally allotted a residential Unit in project **T-12A (IRA)** (the "Project") as planned and approved, to be developed and constructed by **M/s New Modern Buildwell Private Limited** (hereinafter referred to as the "**Company**"), under the arrangement with M/s Prayag Dairy Farming (P) Limited on land situated at Khasra no 83, 84 and 85 Village- Wazidpur, Tehsil – Sadar, Distt - Prayagraj, Uttar Pradesh.

I/we hereby agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company the Allotment Letter on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/we shall accept the specifications of the Residential Unit and I/we shall pay the basic sale price, preferential location charges, additional cost/ charges and the applicable Stamp Duty etc. as and when demanded by the Company.

I/we remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft/Cheque No. _____ dated _____ drawn on _____ being booking amount for allotment of a Residential Unit.

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 and/or final allotment of Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Allotment Letter/ Agreement for Sale, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this application or I/we fail to sign/ execute and return the Allotment Letter within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited. I/we further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company. My/Our particulars are given below:-

1. **First Applicant Mr./ Mrs./ Ms /M/s.....**

Son / Wife / Daughter of Mr/Mrs.....

Residential/Office Address.....

Date of Birth.....Profession.....Designation.....

Nationality.....Marital Status No. of Children

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Office/ Business Address

Tel. Res. Off Mobile

Aadhar No- E-Mail ID

*Income Tax Permanent Account No./ Ward No.

Please paste
Photograph and
sign across the
same

Signature of 1st Applicant

Signature of 2nd Applicant

2. **Second Applicant Mr./ Mrs./Ms.....**
 Son / Wife / Daughter of Mr/Mrs.....
 Residential Address.....
 Date of Birth..... Profession..... Designation.....
 Nationality..... Marital Status No. of Children
 Residential Status: Resident Non-Resident Foreign National of Indian Origin
 Office/ Business Address

Please paste
 Photograph and
 sign across the
 same

Tel. Res. Off Mobile

Aadhar No-.. E-Mail ID

*Income Tax Permanent Account No./ Ward No.

(*PAN Card is to be attached mandatorily)

3. **Details of Unit:**

(i) Unit No. (ii) Block (iii) Floor.....
 (iv) Type of Unit (v) Accommodation
 (vi) Super Area..... sq. ft. /sq. mt.), (vii) Built-up Area Sq. mt.Sq. Ft.
 (v) Carpet-up Area Sq. mt.Sq. Ft.

4. **Details of Pricing:**

	AS PER APPLICABLE PRICE LIST	REMARKS
(A) BASIC COST OF THE UNIT		
Basic Sale Price (BSP) @ _____ per sq. ft.	Rs. _____	
Preferential Location Charges (i) Floor @ _____ per sq. ft. (ii) Corner @ _____ per sq. ft. (iii) Green Facing/ Park Facing @ _____ per sq. ft.	Rs. _____ Rs. _____ Rs. _____	
(B) ADDITIONAL COST		
1 Power Backup Installation Cost @ Rs. _____/- per KVA For _____ KVA	Rs. _____	
2 Car Parking Covered / Open	Rs. _____	
3 Club Membership Fee	Rs. _____	
4 EDC @ Rs. _____ / - per Sq.ft.	Rs. _____	
5 External Electrification Cost (EEC) @ Rs. _____ per Sq. Ft.	Rs. _____	
6 Fire Fighting Equipment Cost (FFEC) @ Rs. _____ per Sq.	Rs. _____	
(C) MAINTENANCE SECURITY		
1. Interest Free Maintenance Security (IFMS) @ Rs. _____ per sq. ft.	Rs. _____	
2. Others (if any)	Rs. _____	
*Rates of Saleable Area		
TOTAL (A+B+C) : AMOUNT IN FIGURE		
AMOUNT IN WORDS : Rupees: _____		
Payment Plan Option	Construction Linked Plan <input type="checkbox"/> Down Payment Plan <input type="checkbox"/> Any Other Plan <input type="checkbox"/>	
Discount (If any)	Down Payment Discount <input type="checkbox"/> Broker Discount <input type="checkbox"/> Company Discount <input type="checkbox"/>	
Booking Through	Channel Partner / Dealer Name: _____ RERA No: _____ Direct <input type="checkbox"/> Direct :Stamp of Channel Partner / Dealer : _____	

Signature of 1st Applicant

Signature of 2nd Applicant

PAYMENT PLAN

STAGE	DATE	PERCENTAGE
At the time of Booking		1,00,000/-
Within 30 days from Booking		10% of BSP (Less Booking Amount)
Within 60 days from Booking		10% of BSP
On Start of Stilt Roof Slab Casting		10% of BSP
On Start of 2 nd Floor Roof Slab Casting		10% of BSP
On Start of 6 th Floor Roof Slab Casting		10% of BSP
On Start of 8 th Floor Roof Slab Casting		10% of BSP
On Start of 10 th Floor Roof Slab Casting		10% of BSP
On Top Floor Roof Slab Casting		10% of BSP
On Start of Block/ Brick Work		5% of BSP
On Start of Internal Plaster		5% of BSP + 50% Other Charges
On Start of Plumbing, Fire Fighting and Electrical		5% of BSP + 50% Other Charges
On Offer of Possession		5% of BSP + Registry Charges

GST and/ or any other Govt. Levy extra as applicable, *EDC is subject to revision.

DOWN PAYMENT PLAN

STAGE	DATE	PERCENTAGE
At the time of Booking		1,00,000/-
Within 30 days from Booking		10% of BSP (Less Booking Amount)
Within 60 days from Booking		85% of BSP
On Offer of Possession		5% of BSP + Other Charges+Parking+Registry Charges

*** Down Payment discount 5% on 85% of BSP.**

***GST and/ or any other Govt. Levy extra as applicable**

***EDC is subject to revision.**

Declaration:

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter, the terms and conditions where of shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or change in any other particular or information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been delivered and received by me/ us.

Name of the Applicant (s)

Name of the Co- Applicant (s)

FOR OFFICE USE ONLY

CHECK LIST

1. Whether the Application Form is completely filled-up with Photographs (Two Photographs)?
2. Whether the Application Form is duly executed and signed in all pages by all Applicants?
3. Whether the Cheque for booking amount is in proper name and duly signed & dated?
4. Whether the self attested copy of the PAN Card of the Applicant(s) is/are received?
5. Whether the self attested copy of Identity Proof is/are received?

Remarks: _____

Checked by _____ Approved by _____ Client/Customer ID _____

Signature of 1st Applicant

Signature of 2nd Applicant

BASIC TERMS AND CONDITIONS

1. I/we have applied for allotment of an **Unit** in **Residential** Project named as in **project T-12A (IRA)** (the "Project") to be developed and constructed by **M/s New Modern Buildwell Private Limited**, under the arrangement with M/s Prayag Dairy Farming (P) Limited (hereinafter referred to as the "**Company**") on land situated at Khasra no 83, 84 and 85 Village- Wazidpur, Tehsil – Sadar, Distt - Prayagraj, Uttar Pradesh
2. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
3. Before applying for allotment of Unit, I/we have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per prevailing byelaws/guidelines of the Real Estate Regulatory Authority/Prayagraj Development Authority (PDA) and/or any other authority and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Prayagraj Development Authority (PDA) and/or other Authorities in this regard to the Company.
4. The allotment of the Unit is entirely at the discretion of the Company. The allotment of the said Unit shall be provisional and shall be confirmed on the issuance of Letter of Allotment/ Agreement To Sale on the Company's standard format which has been read and understood by me/us.
5. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Unit (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said Unit.
6. I/we hereby agree and understand that the Unit area provided herein & subsequently in Allotment Letter are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said Unit, change in its dimension, size, location, number, etc. The final super area, size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Unit, I/we shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded / adjusted (as may be) by the Company to the me/us without my/our protest and demur and without any interest thereon.
7. I/we have examined the tentative plans, designs and specifications of the Unit and have agreed that the Company may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Unit.
8. I/we have specifically agreed that if due to any change in the layout, the said Unit ceases to be preferentially located, the Company shall refund/ adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Unit becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
9. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10 % of sale consideration of the Unit shall collectively constitute the earnest money.
10. (i) I/we understand and agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Unit is the essence of the terms of the booking/ allotment. If I/we fail/ default in making payment of due amount within stipulated time then the Company shall have rights mentioned herein below:
 - (a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said Unit;
 - (b) to forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments,
 - (c) to re-allocate the provisional allotment of the said Unit which includes change in area and location of the said Unit.

(ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Unit is allotted to some other intending Allottee(s) and after compliance of requisite formalities by the Allottee(s).

Signature of 1st Applicant

Signature of 2nd Applicant

- (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in a manner detailed in clause no. 6 of this Application Form.
- (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basic Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/ additional cost, then I/we hereby authorize the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest in accordance of RERA on all outstanding dues from their respective due dates.
- (v) In case of cancellation requested by customer, the company will deduct earnest money and return Balance amount after deducting Interest, brokerage/commission released, if any and after sale of that particular unit.

11. I/we further agree that in case of payment plan with Discount option, if I/we fail to pay the installments in the promised time frame, then the Payment Plan shall be automatically considered as Construction linked installment plan. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 10 and shall have right to withdraw rebates or any other discounts provided in the payment plan with Discount option of the said Unit.

12. All payments by the applicant shall be made to the Company through demand drafts/ Cheques drawn upon scheduled banks in favour of "**New Modern Buildwell Private Limited**" payable at par at Prayagraj/ Delhi/Noida.

13. Assignment of allotment of the Unit by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Unit shall be reckoned with effect from the date of start of construction of the respective tower.

14. All statutory charges, taxes, cess, GST and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contained contrary hereinabove, I/we hereby understand that GST (If applicable) shall be payable in accordance with my/our opted payment plan for payment of sale consideration of the said Unit. If I/we fail to disburse the installment along with applicable GST of the sale consideration of the said Unit in timely manner, in such eventuality, the unpaid GST shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments along with due GST along with interest as given in clause no. 10 (IV). The receipt for TDS paid @ 1% would be provided by the Allottee in case of the property value exceeds Rs. 50 Lakh.

15. (A) That upon the completion of construction of the said Unit excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession /Final Demand Notice (FDN) to the Allottee/s. Final Finishing means & includes painting (internal & external), polishing, fixing of CP fitting fixtures, fixing of flooring, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee/s that the Final Finishing of the said Unit will be subject to the full and final settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.

(B) (1) The possession of the said Unit will be given after execution of Transfer/Sale Deed, subject to B(1) Force Majeure Condition and B(2) payment of all the amounts due and payable by the Allottee/s up to the date of such possession including Lump sum Deposit for Maintenance (defined hereinafter), LSMD/IFMS (Defined hereinafter), MRMC (defined hereinafter) & stamp duty and other charges etc. to the Company.

(2) The Allottee/s has to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee/s has to take possession of the said Unit within 60 days of the written Offer of possession or Final Demand Notice from the company failing which the Said Unit will lie at the risk & cost of the Allottee/s and the Allottee/s shall be liable to pay the holding charges at the rate of Rs. 10/- per month per sq. ft. of Carpet Area till the possession is not taken by the Allottee/s. The Allottee/s understands & agrees that the LSMD, MRMC (defined hereinafter), Holding charges, Chowkidari charges, other charges etc, as applicable, shall become Due/payable effective from the date of the possession or the actual date of possession whichever is earlier, whether or not the Allottee/s takes possession of his/her/their Said Unit.

(3) The Allottee/s understand & agrees that in the event of his/her/failure to take over the possession of the said Unit beyond 6 (Six) months from the possession Due Date, then besides the levy of applicable Holding charges, chowkidari charges, LSMD, MRMC, other charges etc. the Said Unit will be handed over to the Allottee/s on "as in where is" basis. The Allottee/s further agrees not to raise any claim, dispute etc in this regards at any time (present or future) whatsoever.

(C) The Allottee/s agrees and undertakes to sign the standard format of possession document/s, Maintenance agreement etc. as and when called upon to sign by the Company and shall abide by its terms and condition. The Allottee/s shall pay charges towards insurance, LSMD, MRMC, stamp duty, and other charges etc. at the time of offer of possession / Final

Signature of 1st Applicant

Signature of 2nd Applicant

Demand Notice.

D) I/We hereby agree and understand that the construction of project, the said Unit will complete with equivalent extended period and grace period as per norms subject to the Force Majeure Condition; restraints or restrictions from any courts/authorities; non-availability of building materials; disputes with contractors /work force etc. and circumstance which beyond the control of the Company & also subject to timely payments by me/us on accordance with the terms herein contained.

I/We hereby give my/are consent that No claim by way of Damages/compensation shall lie against the Company in case of delay in handing over of possession on account of the Aforesaid reasons.

16. 1) On completion of construction work of Said Unit and / or offer of possession or Possession Due date (defined hereinbefore) of Said Unit, whichever is earlier: -

(A) (i) On completion of the building/allotted unit possession due date, company shall give the offer of possession and shall intimate the amount to be deposited as Lump-sum Deposit (the maintenance and upkeep of infrastructure installation means cost of AMC & repairing of break downs).

(ii) Maintenance of Infrastructure installation shall be done with the interest earned on LSMD, if interest earned on LSMD falls short to the actual expenses incurred, addition demand on pro-rata basis shall be raised by the Company or Associations as the case may be.

(B) (i) Apart of LSMD a Monthly Recurring Maintenance Charges (MRMC) proportionate to the area of unit shall be charged for the running & maintenance of common services and spaces of the complex like running of lifts i.e. power consumption and cost of liftman, supply of drinking water i.e. electric bills of water pumps and cost of pump operator, lights in common areas (stairs, corridors, parking, parks etc.) i.e. electric bills and replacement/ repairing of minor defects, cost of sweeper, gardener, security personnel, maintenance of sewerage system or any other facility of common nature.

(ii) This Monthly Recurring Maintenance Charges (MRMC) shall be payable from the possession due date or offer of possession whichever is earlier, irrespective of facts whether possession of the Unit has been taken over or not. This shall be collected by post-dated monthly cheques for an initial period of 3years at the time of possession & in no circumstance allottees shall stop payment of these Post Dated cheques.

(iii) If incase actual pro-rata amount spent on MRMC exceeds to the amount collected through PDC, increased amount shall be billed on monthly basis either by the company / agency/associated as the case may be.

(iv) The Allottee/s is liable to pay monthly/quarterly/yearly PDC to MRMC as intimated / demanded by the Company/ maintenance Agency, irrespective of the fact whether the Allottee/s is in occupation of the said Unit or not, within a period of 7 (Seven) Days of demand. In case delay of Monthly / Quarterly/ Yearly MRMC, an interest @18% p.a. shall be charged for the period of delay. The Company/ Maintenance Agency Reserves the rights to collect MRMC in advance as per its policy. All the payments and demands shall be raised and adjusted with applicable interest as per the banking regulations.

(C) Allottee/ Occupants Association shall be formed within 12 (Twelve) months from the day of First Possession, Initial Office bearers shall be nominated by the Company for the minimum tenure of One Year, which shall be reckoned from the date of taking over of the maintenance of the Complex by the Association.

(D) It shall be incumbent on each allottee to join this association formed of with the support of company for the purpose of maintenance of the complex and to abide by the rules of the association.

(E) Company shall handover the responsibility of the maintenance of the complex along with the LSMD & balance PDC of MRMC (if any) with in a period of 2 years from the date of first possession or minimum 40% possession are being handed over, whichever is earlier and thereafter association shall maintain the complex and collect the additional amount (if any) from the allottee for the smooth running & maintenance of the complex.

(F) Common service and appurtenant land of the blocks only shall be transferred to the association. Spaces like unsold areas like parking, club(s), Commercial Spaces, Shops, storage spaces etc. shall not be handed over to the association and will be owned by the Company or sold to any agency or individual as the case may be, on any terms as the Company deems fit.

(G) In no case company shall maintain the complex more than 12 months from the date of possession.

(H) (i) A recreation club shall be constructed and the allottee/residents of the complex shall be patron member of the club. To use the facilities of Club, the Company shall charge a Lump-sum Club Membership Fee from every allottee. The Club Membership fee charged by the Company from the allottees shall be for life time membership in the said Club. Apart of club membership fee, Company shall charge subscription charges according to the monthly expenses incurred for the running of facilities provided within the club.

Signature of 1st Applicant

Signature of 2nd Applicant

(ii) The ownership of the Club along-with its facilities like Swimming Pool etc. shall remain with the Company & same may be leased/ sold/ transferred to any Person(s)/ company for its maintenance and operation thereof ("Said Person(s)"). The Allottee/s in order to avail the club facilities and its services shall pay one-time membership Fee as well as monthly subscription charges as may be demanded by the Company / said Person(s) for smooth and proper running of Club facilities. One-time Club Membership Fee is payable by the Allottee irrespective of the fact whether (i) the Allottee(s) is using the Club or not; (ii) Possession of the said Unit has been taken over or not.

17. The Allottee/s upon offer of possession agrees to enter into a maintenance agreement with the company or any association owners or any association owner or any other nominee/agency/association(s) or other body as may be appointed /nominated by the company (hereinafter referred to as the Maintenance Agency) from time to time for the maintenance and upkeep of the colony/tower of the project. However, failure on the part of the allottee/s to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the maintenance charges and other related charges etc.

18. The company /Maintenance Agency shall maintain the Complex till the maintenance is handed over to the Allottees' Association for a period as referred in Clause above from the date of completion of the block in which Said Unit is located and/or Project, whichever is earlier and the Company is not bound to maintain the Block and/or Colony beyond such period, as aforesaid. It is only playing the role of maintenance facilitator till that period. If the Association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the Said Security net of default of Maintenance Charges; other dues etc. along with Applicable Interest and discontinue maintenance of the Block/Project. If association fails to accept the said return of Said Security within 15 days of written intimation to such effect, then the net of default Said Security shall lie with the Company without creating any liability to either provide maintenance or interest on the same.

19. The maintenance of Said Unit including walls and partitions, sewer, drains, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee/s from the date of possession or possession Due Date, whichever is earlier.

20. The Company has made clear to the Allottee/s that it shall be carrying out extensive development/construction activities for many years in future in the Project and shall also be connecting/linking the amenities/facilities viz electricity, water, sanitary/drainage system etc of additional development/ construction with the existing ones in the project. The Allottee/s has confirmed that he/she/they shall not make any objection or made any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/ facilities etc. as above said.

21. The Allottee/s shall get exclusive possession and title of the Said Unit along with allotted proportionate undivided share in land on which Said Block/Project is constructed herein through Sale/ Transfer deed. The Allottee/s shall have no right, interest & title in the remaining part of the Project such as club, parking etc. except the right of usage of common passage/roads/common areas/facilities as defined here in above, and carved out in the Project as per sanctioned lay out plan.

22. The Allottee(s) agrees and give consent for any additional future development by the developer, by virtue of any changes in byelaws/new law, for any additional privileges/area, for the best and optimum use of project land and Allottee(s) also understand that company can obtain completion certificate (CC) tower-wise and allottee(s)do not have any objections if the amenities are delivered in phases.

23. The Allottee/s agrees and understands that he/she/they shall not have any right in any commercial premises, shops, community centre etc, if any constructed in the Project. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee/s shall not have any right to interfere in the manner of booking/allotment sale of such commercial premises, buildings, shops, community centre etc. to any personal/s and also in their operation and management.

24. The Allottee/s agrees and understands to pay to the company all amounts as may be intimated by the Company towards City Development Charges (CDC), Bandha Charges, Malba Charges, Water Charges, Water & Sewer connection charges, EDC, EEC, Administrative Expenses or any other charges levied by PDA / Nagar Nigam / Government Body etc.

25. I/we hereby give consent that in case the Future Purchasable/ Additional FAR is allowed by the Approving Authority / Government to the Company, the Company shall have the right to construct the additional Units / Units on such additional FAR on the said Land and in such a situation the allottee shall have no right to restrict the company for construction of the additional units/Units on such additional FAR.

26. I/we hereby agree that I/we shall pay the price of the said Unit and other charges calculated on the basis of Carpet Area/ Super Area. Super Area is understood to include pro-rata share of the common areas in the Project. The Super Area of the said Unit means the covered area of the said Unit including the entire area enclosed by its periphery walls including area under walls, columns, etc. and half the area of common walls with other Units which form integral part of said Unit and Common areas shall mean all such parts/ areas in the entire said Project which I/we shall use on sharing basis with other occupants of the said Project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to machine room, security/ fire control rooms, maintenance offices/ stores etc. if provided.

27. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.

Signature of 1st Applicant

Signature of 2nd Applicant

28. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Unit may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Unit and I/we hereby agree to pay the sale consideration of the aforesaid Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
29. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
30. The Company shall deliver possession of the unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place, on the date specified in the registration made by the Company with the UP-RERA, which will be subject to force majeure circumstances and reasons beyond the control of the Company with a reasonable extension of time for possession.
31. I/we shall before be taking possession of the Unit, must clear all the dues towards the Unit and have the Conveyance Deed for the said Unit executed in my/our favour by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses. The company will give possession tower wise and common amenities would be developed in phases.
32. I/we shall use/ cause to be used the said Unit for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Unit and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting therefrom.
33. I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be vacated before handing over possession of the Unit to me/us.
34. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be my/our responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in my/our address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been delivered and received by me/us at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.
35. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Builder Buyer Agreement/Agreement to Sale shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Builder Buyer Agreement/Agreement to Sale in this regard.
36. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
37. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
38. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Unit) including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Prayagraj. Subject to Arbitration as referred above, the Courts at Prayagraj shall have jurisdiction in case of any dispute.
39. I/We hereby authorize the company/developer to nominate a Resident welfare association and get its functions performed by the body or person nominated as such till the formal association is formed and in place. The nominated body shall maintain the complex prior to or after the formal completion certificate is obtained and all the assets and liabilities of the association will be passed on the elected body subsequently.

Signature of 1st Applicant

Signature of 2nd Applicant

DECLARATION:

I/we _____ declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Unit in relation to the said Unit. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc. I/We further declare that I/We shall comply with all applicable laws, rules, regulations and any government orders from time to time.

Name of the Applicant(s)

Name of the Co-Applicant(s)

Signature of 1st Applicant

Signature of 2nd Applicant