



APPLICATION FORM

APPLICATION FOR ALLOTMENT

APPLICATION FOR ALLOTMENT OF AN APARTMENT IN AZEA BOTANICA GH-8/11, SECTOR-11, VRINDAVAN YOJANA NO. 3, LUCKNOW

To,

M/s. Azeagaia Development Pvt. Ltd.
Registered and Corporate Office:

505-B & 506, 5th Floor, Titanium,
Shalimar Corporate Park Plot No. TC/G-1/1,
Vibhuti Khand, Gomti Nagar, Lucknow - 226 010

(hereinafter referred to as the "Company")

Dear Sir(s),

I/We request that I/we may provisionally be allotted an apartment in Azea Botanica, a group housing project at Group Housing Plot no. GH-8/11, Sector-11, Vrindavan Yojana No. 3, Lucknow, Uttar Pradesh (hereinafter referred to as the "Said Project" in this Application) allotted and sanctioned by the Uttar Pradesh Awas Evam Vikas Parishad, Lucknow and I/we agree to pay the Total Price for the apartment as per the Payment opted by me/us as given in the Payment Plan attached with this Application.

I/We remit herewith a sum of Rs. _____/- (Rupees _____ only) by Bank Draft/Cheque No. _____ dated _____ drawn on _____ as booking amount as stated in the Company's Payment Plan. I/We hereby conform that the afore stated booking amount shall be treated by the Company as the Earnest money and the said Earnest Money is paid on the understanding that it shall be forfeited by the Company, if I/we fail to abide by any of the terms and conditions of this Application including failing to execute and return the allotment letter (hereinafter referred to as the "Allotment Letter") to the Company within 30 days of its dispatch to me/us. In the event of the Company accepting my/our Application and agreeing to allot an apartment (hereinafter referred to as the "Said Apartment"), I/we agree to pay the balance Price, and other Government levies/charges/taxes/cesses and all other dues as stipulated in this Application, the Payment Plan and the Allotment Letter.

Further I/we have understood that if for any reason the Company is not in a position to confirm the allotment of the said Apartment applied for by me/us within a period of one (01) year from the date of this Application, then I/we have given authority to the Company to refund the amount deposited by me/us with a simple interest of 12% per annum by registered post and thereafter upon dispatch of such refund by the Company, this Application (and the Allotment Letter, if executed) shall automatically stand cancelled and be unenforceable in any manner whatsoever and I/we shall be left with no right, title or interest in the said Apartment and having agreed to this condition, I/we agree not to raise any dispute or claim against the Company.

I/We have clearly understood that by submitting this Application, I/we do not become entitled to the final allotment of the said Apartment notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this Application. I/We further understand that it is only after I/we sign and execute the Allotment Letter agreeing to abide by the terms and conditions laid down therein and the same is also executed by the authorized signatory of the Company and dispatched to me/us that the allotment shall become final and binding upon the Company.

I/We agree to abide by the terms and conditions of this Application including those relating to payment of Total Price and other charges, forfeiture of Earnest Money as laid down herein and as may be laid down in the Allotment Letter.

The Company has explained to me/us and it is understood by me/us that any allotment of an Apartment in the said Project will be based on the following conditions:

That the Said Apartment allotted to me/us is not transferable or assignable or eligible for nomination for a period of one year from the date of execution of the Allotment Letter and shall be subject to the payment of monies due and payable by me/us as stated in the Payment Plan.

X.....

(Sole/First Applicant)

X.....

(Second Applicant)

X.....

(Third Applicant)

I/We fully agree with the above condition as I/we understand that this condition is made to reduce speculation in the Apartments and is in the best interest of the habitants in the Said Project and to make the Apartments available to a wide section of the population for their habitation.

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

(i) SOLE OR FIRST APPLICANT

Title	Mr.	Mrs.	M/s.
Name _____			
Son/Daughter/Wife of Mr. _____			
Nationality _____ Age _____ Years _____ Profession _____			
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin _____			
Income Tax Permanent Account No. _____			
Ward / Circle / Special Range and place where assessed to income tax _____			
Office Address _____			
Tel No. _____		Fax No. _____	Mobile No. _____
Residential Address _____			

Tel No. _____		Fax No. _____	Mobile No. _____
E-mail ID: _____			

Please affix
your
photograph
here

(ii) SECOND APPLICANT

Title	☐	Mr.	☐	Mrs.	☐	M/s	☐
Name _____							
Son/Daughter/Wife of Mr. _____							
Nationality _____ Age _____ Years _____ Profession _____							
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin _____							
Income Tax Permanent Account No. _____							
Ward / Circle / Special Range and place where assessed to income tax _____							
Office Address _____		Tel No. _____		Fax No. _____			
Residential Address _____							

Tel No. _____		Fax No. _____		Mobile No. _____			
E-mail ID: _____							

Please affix
your
photograph
here

X.....

(Sole/First Applicant)

X.....

(Second Applicant)

X.....

(Third Applicant)

(iii) THIRD APPLICANT

Title ☐ Mr. ☐ Mrs. ☐ M/s. ☐

Name _____

Son/Daughter/Wife of Mr. _____

Nationality _____ Age _____ Years _____ Profession _____

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

Income Tax Permanent Account No. _____

Ward / Circle / Special Range and place where assessed to income tax _____

Office Address _____

Tel No. _____ Fax No. _____ Mobile No. _____

Residential Address _____

Tel No. _____ Fax No. _____ Mobile No. _____

E-mail ID: _____

OR

**M/s _____ a partnership firm duly registered under the Indian Partnership Act 1932, through its duly authorised partner Shri/Smt. _____ PAN No.: _____

OR

** _____ A Company registered under the Companies Act, 1956/2013, having corporate identification No. _____ and having its registered office at _____ through its duly authorised signatory Shri/Smt. _____ authorised by Board resolution dated _____ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required), having PAN No.: _____

(** Delete whichever is not applicable)

PARTICULARS OF APARTMENT REQUESTED (ALONGWITH PREFERENTIAL LOCATION CHARGES AND OTHER PAYMENTS/ CHARGES AS DESCRIBED IN THE PRICE LIST AND THE PAYMENT PLAN

Super Area: _____ sq. ft.

Tower No. _____ Block No. _____ Flat No. _____

All charges as mentioned in the Price List shall be paid as and when demanded by the Company and the determination of the proportionate share by the Company shall be final and binding upon the Applicant(s). The Applicant(s) agrees that in case of failure of the Applicant(s) to pay any of the charges, the same shall be treated as un-paid sale price of the said Apartment and the Company shall have the discretion to withhold the registration of the said Apartment and/or resume the said Apartment.

PAYMENT PLAN:

Time Linked Plan : ☐

Flexi Payment Plan : ☐

I/We have perused and understood the modes of payment as described in the Payment Plan and have thereafter selected the above plan. I/We understand that potential funding from a bank(s) and the arrangement of loan, if availed, are at my/our risk.

I/We understand that the payments are to be made by A/c Payee Cheque(s)/Demand Draft(s) in favour of AZEAGAIA DEVELOPMENT PVT LTD.

X.....

(Sole/First Applicant)

X.....

(Second Applicant)

X.....

(Third Applicant)

Please affix
your
photograph
here

DECLARATION

I/We the applicant(s) do hereby declare that my/our Application for allotment of the said Apartment by the Company is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed therefrom.

Date _____

Yours faithfully,

Place _____

Signature of First Applicant

Signature of second Applicant

Signature of Third Applicant

FOR OFFICE USE ONLY

RECEIVING OFFICE:

Name _____ Designation _____

Signature _____

1. ACCEPTED / REJECTED

2. Apartment No. _____

Super Area _____

3. PARTICULARS OF PRICING:

(i) Basic Sale Price : @Rs. _____ / sq.ft. Rs. _____

(ii) Service Tax @ _____

Total BSP (i + ii) : Rs. _____

4. PAYMENT PLAN : Time Linked Plan / Flexi Payment Plan

5. Payment received vide cheque / DD / _____ No. _____ dated _____ for

Rs. _____ out of NRE/NRO/FC/SB/CUR/CA _____ Acct. _____

6. Booking receipt no. _____ dated _____

7. BOOKING: DIRECT/BROKER

8. Remarks: _____

Broker's Name & Address, Stamp with Signature:

DATE _____

Place _____

X.....

(Sole/First Applicant)

X.....

(Second Applicant)

X.....

(Third Applicant)

Details of Unit:

(i) Unit type: _____ (ii) No. _____ (iii) Floor _____

(iv) Tower/Block _____ (to be filled after allotment) (v) Approx. Built Up Area: _____ Sq. Ft.)

PARTICULARS	DETAILS	AMOUNT IN RS.
(A) BASIC COST		
Basic Sale Price (BSP)	@Rs. _____ Sq. ft.)	
(B) ADDITIONAL CHARGES		
(i) Club Membership	Rs. _____	
(ii) Car Parking Development Charges	Rs. _____	
(iii) External Electrification Charges (E.E.C.)	Rs. _____	
(iv) Internal Development Charges (I.D.C.)	Rs. _____	
(v) External Development Charges (E.D.C.)		
(vi) Fire Fighting Charges (F.F.C.)	Rs. _____	
(vii) Power Backup (Upto 5 KVA)	Rs. _____	
(viii) Interest Free Maintenance Security (I.F.M.S.)	Rs. _____	
(ix) Monthly Recurring Maintenance Charges (M.R.M.C.)	Rs. _____	
(C) Preferential Location Charges (P.L.C.)	Rs. _____	
(D) GOVT. LEVY/CHARGES/TAXES/CESS/LEVIES/DUTIES		
TOTAL (A+B+C+D)	Rs. _____	
PAYMENT PLAN OPTION		
Time Linked Plan/Flexi Payment Plan/Special Payment Plan.		

Payment Plan	Time Linked Plan	Flexi Payment Plan
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I/We hereby declare that I/We have gone through and understood the terms and conditions mentioned overleaf and shall abide by the same.

X.....4.....4.....4.....4.....

(Sole/First Applicant)

X.....

(Second Applicant)

X.....

(Third Applicant)

BASIC TERMS AND CONDITIONS

1. The applicant has applied for provisional allotment of an Apartment (hereinafter referred to as the said "Unit") to be developed and constructed in the Group Housing Project under the name of "AZEABOTANICA" (hereinafter referred to as the "said Project") to be developed by M/s. Azeagaia Development Pvt. Ltd. (hereinafter referred to as 'the Company') on Plot No. GH-8/11, Sector-11, Vrindavan Yojana - 3, Lucknow.
2. The allotment of the said Unit is entirely at the discretion of the Company. The allotment of the said Unit shall be provisional and shall be confirmed only by signing of Allotment Letter/Buyer Agreement on the Company's standard format in this regard which has been read and understood by the applicant(s)/allottee(s).
3. The applicant(s)/allottee(s) has fully satisfied himself 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 the prevailing byelaws/ guidelines of Uttar Pradesh Awaas Evam Vikas Parishad, Lucknow (UPAVP) and/or any other authority and has further understood all limitations and obligations in respect thereof. The applicant/allottee further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by UPAVP and/or other authorities in this regard to the Company.
4. The applicant(s)/allottee(s) has examined the tentative plans, designs, and specifications of the said Unit and agreed that the Company may effect 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/alternations may involve change in position/location, including change in dimensions, area or number etc. of the said Unit.
5. The applicant(s)/allottee(s) specifically agrees that application for the said Unit in the said Project is purely tentative and the Company may at its sole discretion decide not to allot any or to allot all the said Unit in the said Project to anybody or altogether decide to put at abeyance the project itself without any dispute and protest from the applicant in pursuant to this Application.
6. The applicant(s)/allottee(s) agrees that he/ she shall pay the price of the said Unit and other charges calculated on the basis of the super area, which is understood to include pro-rata share of the common areas in the said Project. It is further understood and agreed by the applicant(s)/allottee(s) that the super area and the Plot area of the said Unit provided herein & subsequently in Allotment Letter/ Buyer(s) agreement in this regard are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the allotted plot area/ built-up area of the said Unit, the applicant(s)/allottee(s) 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 plot area/ built up 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 the case may be) by the Company to the applicant(s) without any protest and demur of the applicant(s) and without any interest therein.
7. The applicant(s)/allottee(s) agrees that the amount paid with the application and in installments as the case may be, to the extent of 25% of sale consideration of the said Unit shall collectively constitute the earnest money to ensure his/her adherence of the terms and condition, as contained herein and subsequently in the Allotment Letter/Buyer(s) Agreement failing which the Company shall be entitled to forfeit the earnest money paid or deposited by the applicant(s)/allottee(s).
8. The Basic Sale Price of the said Unit is firm, save and except increases, which the applicant(s)/allottee(s) hereby agrees to pay due to any exorbitant increase in the cost of construction material or charges, increase in super area, increase in cost. External Development Charges, Infrastructural Development Charges, Government rates, taxes, cesses etc. and/ or any other tax/ cess which may be levied or imposed by the Government/statutory authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit said Project requiring the Company to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the applicant(s)/allottee(s) in proportion to the super area of his Unit to the total super area of all the Units in the said project as and when demanded by the Company.
9. In addition the applicant (s)/allottee(s) hereby agrees to pay all statutory charges, taxes, cess, service tax and other levies including any incidence of enhancement therein demanded or imposed by the concerned authorities, if any, or taxes of all and any kind by whatever name called, whether levied or leviable presently or in future or with retrospective effect as the case may be from the date of this Application shall be payable proportionately by the applicant(s)/allottee(s) from the date of booking prior to the execution of the sale deed/conveyance deed in this regard. If such charges are levied or increased (including with retrospective effect) after the sale deed/conveyance has been executed then these charges shall be treated as unpaid sale consideration price of the said Unit and the Company shall have lien on the said Unit for the recovery of such charges from the applicant(s) and the applicant(s) agrees to pay the same either directly to the concerned authorities or if paid by the Company reimburse the same to the Company on pro-rata basis on demand being raised by the Company on him/her in this regard.
10. Timely payment of installments of Basic Sale Price and Allied Charges pertaining to the said Unit is the essence of the terms of the booking/ allotment. However in the event of breach of any of the terms and conditions of the allotment by the applicant(s)/ allottee(s), the allotment will be cancelled at the discretion of the Company and the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments shall stand forfeited/ deducted from the booking money/ installment amount. The balance amount shall be refundable to the applicant(s)/allottee(s) without any interest, after the said Unit is allotted to some other intending applicant and after compliance of certain formalities by the applicant(s)/allottee(s). Upon such cancellation the Purchaser(s) shall be left with no right or lien on the said Unit/Flat or on the amount paid till such time. Further, if any discount/concession has been given by the Company in the Basis Sale Price/ in the payment term to the applicant(s)/allottee(s) in lieu of consensus of the applicant(s) for timely payment of installments and other allied charges, then the applicant(s)/allottee(s) hereby authorizes the Company to withdraw such discount concession and demand the payment of such discount/concession amount as a part of sale consideration amount, which the applicant hereby agree to pay immediately. The Company, however, in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. on all outstanding dues from their respective due dates, till the date of actual payment. In additions to the Purchaser(s) liability to pay interest as mentioned hereinabove, the Purchaser(s) shall also be liable to pay and reimburse to Company all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by Company for the purpose of enforcing payment of and recovering from the Purchaser(s) any amount/s or due/s whatsoever payable by the Purchaser(s) under the Agreement.
11. The Company has defined the standard of internal development and in case of any change at a later stage in the specifications of internal development thereby resulting in the Company incurring any extra charges on account of such changes, the same shall be recovered on pro-rata basis from the applicant(s) and shall be payable as and when demanded by the Company.
12. The final sale price of the said Unit is inclusive of cost of carrying out of internal development works comprising of construction of internal

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(Sole/First Applicant)

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(Second Applicant)

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(Third Applicant)

- maintenance charges shall also disentitle the applicant(s)/ allottee(s) to the enjoyment of common services including electricity, water etc.
23. It is clearly understood and agreed by the applicant(s) that he/she shall have no right to claim partitions of the said land and/or common areas/facilities. The possession of the common area remains with the Company or the maintenance agency appointed by the Company and is not intended to be given to the applicant(s) except a limited right to user subject to payment of all such charges.
 24. Applicant, having NRI/ PIO / OCI status or being foreign nationals 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/ the 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. The applicant agrees that the Company will not be liable in any manner on such account.
 25. 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 the applicant(s). However, if a particular institution/ Bank refuses to extend financial assistance on any ground, the applicant(s) shall not make such refusal an excuse for non-payment of further installments/ dues. In case of the applicant(s) who have opted for long term payment plan arrangement with any financial institutions/ banks, the conveyance of the said Unit in favour of the applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions/ banks.
 26. The applicant(s)/ allottee(s) hereby agrees that the Company and/or its nominee shall manage the Club (if any) and may invite persons other than applicant(s)/ allottee(s) of Apartment Flat in the said Project for club membership. The applicant shall not interfere in the management and/or maintenance of the Club in any manner whatsoever and shall be entitled to avail the Club facilities/ services as per the rules and regulations of the Club. It is clarified that the applicant(s)/ allottee(s) shall not have any ownership right in the Club, its equipment, buildings & constructions and in the land underneath whether its management is done by the Company and/or its nominee appointed for this purpose.
 27. The applicant(s)/ allottee(s) shall before taking possession of the said Unit, must clear all the dues towards the said Unit and have the Conveyance Deed for the said Unit executed in his favour by the Company after paying stamp duty, registration fee and other charges/ expenses. The applicant shall be fully responsible for paying any deficient stamp duty and other charges to the Govt. authorities. Unless a Conveyance Deed is executed and registered, the Company shall continue to have all authority over the said Unit and all amounts paid by the applicant(s) under this Application form and subsequently in the Allotment Letter/ Buyers Agreement in this regard shall merely be a token payment for allotment/ purchase of the said Unit and shall not give him/her any lien or interest on the said Unit unless and until she/he has complied with all the terms and conditions of this Application Form and subsequent Allotment and Conveyance of the said Unit has been executed and registered in his favour.
 28. The applicant(s)/ allottee(s) 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 said Unit and forfeiture of the earnest money and other dues as stated in Clause 6 herein above and the applicant/ allottee will have to compensate the Company for all other losses resulting therefrom.
 29. The Company shall put its best efforts to complete the development of the Unit within 36 (Thirty Six) months or within an extended period of six months from the date of signing of Allotment Letter/ Agreement, as the case may be, by the applicant(s)/ allottee(s) in this regard. However the computation of the development period shall commence only after the receipt of confirmation regarding provisional allotment of the said Unit by the Company and same always be subject to force majeure conditions mentioned in this application form and subject to various said Unit applicants/ Allottee(s) making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/ compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons including untimely payment by the applicant(s)/ allottee(s) and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the applicant(s)/ allottee(s). The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Govt. holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.
 30. The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Application Form if such performance is prevented, delayed or hindered by act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company. Further, the Company shall not be held liable for any delay in offer of possession of the said Unit to the Applicant(s)/ Allottee(s) if the delay is caused as a result of any Act, Order, Rule, Notifications etc. of the Government or any competent Authority or due to delay in sanction of layout/ zoning plans/ grant of completion/ occupation certificate by the Competent authority or due to carrying out any alternate/additional work demanded by the Buyer(s) in the said Unit at any point of time during development of the said Unit. However, in case of delay in construction of the said Unit attributable to delay of Company subject to Clause herein, the Company would pay to the Buyer a sum of Rs. 5/- (Rupees Five only) per sq. ft. per month for the Super Area for the period of delay. However in case the buyer(s) fails to adhere the terms and condition provided in this Application Form/ Allotment Letter/ Agreement or default in making any timely payment as per payment plan opted by him, on such eventuality Buyer(s) hereby agrees not to claim any penalty for delay in construction of the said Unit or offer of possession of the said Unit.
 31. The Company shall after completion of the development of the said Unit, offer in writing to the applicant(s)/ allottee(s) to take over occupy and use the said Unit within thirty (30) days from the date of offer of possession and the Company shall hand over the Unit to the applicant(s)/ allottee(s) for his occupation and use subject to the applicant(s)/ allottee(s) having complied with all the terms and conditions of Application Form/ subsequent Allotment Letter/ Buyer(s) Agreement etc. in this regard. If the applicant(s)/ allottee(s) fails to take over the said Unit as aforesaid within the time limit prescribed by the Company in its notice, the said Apartment / Flat shall lie at the risk and cost of the applicant(s)/ allottee(s) and the Company shall have no ability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the said Unit or for any other purpose. Further it is agreed by the applicant(s)/ allottee(s) that in the event of his failure to take over the said Unit in the manner as aforesaid, the applicant(s)/ allottee(s) shall pay to the Company holding penalty at the rate of Rs. 5/- (Rupees Five only) per sq. ft. of the built up area of the said Unit per month for the entire period of such delay and to with hold conveyance or handing over for occupation and use of the said Unit till the entire holding penalty with applicable overdue interest at the rates as prescribed in this Application Form is fully paid.
 32. The applicant(s)/ allottee(s) after taking possession of the said Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession of the said Unit by the applicant(s)/ allottee(s) or his authorized representative.
 33. In case of any supervening event like acquisition or any other decision of the Government or Local Authorities, the company is unable to

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(Sole/First Applicant)

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(Second Applicant)

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(Third Applicant)

complete the development construction of the said unit, The Buyer(s) shall remain obliged to make payment to the company proportionate to the extent of the completion thereof and as may be certified by the Architect of the company. The decision so made shall be final. However the Buyer(s) shall be entitled to transfer of the right to receive the compensation (if any) of the company from the Government in respect of the said Unit.

34. The applicant(s)/ allottee(s) shall have no objection in case the company creates a charge/ mortgage/ securitization of receivables on the project land/ said Unit during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before execution of sale deed/ transfer deed in this regard. The company/ Financial institution/ Bank shall always have the first lien/ charge on the said Unit/ project land in respect of the loan granted for the purpose of the construction of the said Tower/ project.
35. Detailed terms and conditions shall form part of the Allotment Letter/ Buyer's Agreement which the applicant(s)/ allottee(s) shall execute on confirmation of allotment.
36. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant(s)/ allottee(s) that reference shall be made to the detailed terms of the Allotment Letter/ Buyer's Agreement, the terms whereof have been seen, read and understood/ accepted by the applicant(s)/ allottee(s).
37. The applicant(s)/ allottee(s) hereby confirms and agrees that towards its application/ booking of the said Unit, the company may honor only written commitment made by the Commercial Head of the Company. The Commercial Head of the company is only authorized signatory of the Company in this regard. If any oral/ written commitment made by the any other person to the applicant(s)/ allottee(s) on such eventuality the company will not be liable to honor such commitment.
38. The applicant(s) 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 competent authority refuses, delays, with holds, denies the grant of necessary approvals for the said Unit and or said project for if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority become subject matter of any suit/ writ before a competent court or due to force majeure conditions or any reason beyond the control of the Company, the Company, after provisional and/ or final allotment, is unable to deliver the said Apartment and/ or allotted parking space to the applicant for his/ her occupation and use, the applicant agrees that the company shall be liable only to refund the amounts received from him/ her without any interest or compensation whatsoever.
39. If for any reason the company is not in a position to allot the said Unit applied for, the company may consider for an alternate allotment for the said Unit of having more or less similar area and specification and the applicants) agrees to take such alternative allotment of the Unit without any protest or demur.
40. The applicant(s)/ allottee(s) confirms that the company reserves right to transform the Project from the High rise to Low rise or vice-versa at any time for betterment of the Project and in such case the applicant(s) agrees to cooperate with the Company in this regard and continue with his booking of unit in the said Project.
41. The Allotment in pursuant to this Application is subject to the terms and conditions of sanction of layout plan and/ or licenses issued by Town planning Authority (herein UPHDB) or any other competent Authorities in respect of the said Land/ said Project to the Company and the applicant(s) hereby accept and agrees to abide by the same.
42. The applicant(s)/ allottee(s) shall get his complete address registered with the company at the time of booking and it shall be his responsibility to inform the company by Registered A.D. letter, courier, email about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him 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 there from. In all communications the reference of the allotted said Unit must be mentioned clearly.
43. In case there are joint applicants/ allottees, 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 applicant(s)/ allottee(s).
44. The applicant(s) has/ have read and understood the terms and condition herein. The terms and conditions herein are to be read in conjunction with the Allotment Letters/ Buyers Agreement, sale/ conveyance and post maintenance agreement and letter sent by the company, specific to the project. If any misrepresentation/ concealment suppression of material facts are found to be made by the applicant(s)/ allottee(s), the allotment will be cancelled and the earnest money as mentioned in herein above shall be forfeited and the applicant(s)/ allottee(s) shall be liable for such representation/ concealment suppression of material facts in all respect.
45. If any disputes arising out of or touching upon or in relation to the terms of this Application Form 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 arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow. The courts at Lucknow alone shall have jurisdiction in case of any dispute.
46. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

DECLARATION

I/ We the undersigned applicant (Sole/ First/ Second/ Third Applicant), do hereby declare that the above mentioned particulars/ information given by me/ us are irrevocable, true and correct to the best of my Knowledge and belief to be true and nothing has been concealed therefrom. I/ we have gone through the terms and conditions written herein above (i.e the instant Application Form) and accept the same without any coercion, inducement, enticement etc., The terms and conditions shall ipso-facto be applicable to my/ our legal heir(s), successor(s) and nominee(s). I/ We declare that in case of non- allotment of the said Unit' my /our claim shall be limited only to the extent of amount paid by me/ us in relation to this application form and subsequently Allotment Letter/ Agreement in this regard. I/ we further undertake to inform the company of any change in my/ our address or in any other particular/ 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 received by me/ us.

X.....
(Sole/ First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)



AZEAGAIA DEVELOPMENT PVT. LTD.

(ISO 9001:2008 Certified Company)

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