

To  
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**Sub : Booking of Plot in Project “Dewan Enclave” situated in Village Manoharpur, Moradabad (U.P.)**

Dear Sir(s),

Please find enclosed herewith the following documents duly signed by me/us towards the booking of plot in the aforementioned Project :

1. Application for Provisional Allotment of plot bearing Residential Plot No. \_\_\_\_\_
2. Booking amount Cheque bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_) Drawn  
on \_\_\_\_\_
3. A. Copy of ID (with Address) proof  
B. Copy of PAN Card  
C. My/Our passport size photo.  
D. For Companies : Memorandum & Articles of Association and copy of board resolution.  
E. For developers : Photocopy of Developer Registration and Partnership Deed.  
F. For Foreign Nationals of Indian Origins : Passport Photocopy/Funds from NRE/FCNR A/C  
G. For NRI : Copy of Passport and payment thru NRE/NRO A/C  
H. For Hindu Undivided Family (HUF) : Authority Letter from all Co-Parcenors of HUF  
authorizing the Karta to act on behalf of HUF  
I. For Limited Liability Partnership Developers: Certificate of Incorporation and LLP Agreement.

(Note the documents enlisted in para 3 above shall be furnished by each applicant, if there are multiple applicants)

Yours Truly,

Signature of the receiving officer :

Name of the receiving officer :

Date

First Applicant

Second Applicant

Third Applicant

## Dewan Enclave

### APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF RESIDENTIAL PLOT IN “DEWAN ENCLAVE ” AT VILLAGE MANOHARPUR THE AND DIST, MORADABAD (U.P.)

Mr. Surender Gandhi and Mr. Jogender Gandhi

Dear Sir(s),

I/We (hereinafter referred to as “the Applicant”) understand that Mr. Surender Gandhi and Mr. Jogender Gandhi (hereinafter referred to as “the developer”) is developing a residential and commercial Project under the name and style of “Dewan Enclave” at Village Manoharpur, Teh & Dist Moradabad (U.P.). Before applying for the allotment of residential/commercial plot (hereinafter referred to as the said plot) under this Application, the applicant has also compared the rates of plots in the vicinity and only after optimum satisfaction; this application is being made by the applicant. The Applicant requests that a Residential/commercial plot in the said Project may provisionally be allotted to him.

The Applicant has read and understood the terms and conditions of this application, stated herein after and The Applicant agrees to the same. The Applicant does remit herewith a sum of Rs \_\_\_\_\_(Rupees

Only) by Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of “Mr.

Mr. Surender Gandhi and  
Mr. Jogender Gandhi

**In case of return/dishonour of first booking cheque with details as mentioned above, the application shall be deemed rejected and no written intimation or notice to the applicant will be given and no right of any kind whatsoever will accrue to such applicant by virtue of this Application.**

The Applicant clearly understands that this application does not constitute an agreement to sale and the Applicant does not become entitled to the provisional and/or final allotment of Residential/commercial Plot notwithstanding the fact that the developer may have issued a receipt in acknowledgement of the money tendered with this application. In the event, the Developer agrees to provisionally allot a residential/commercial plot, the Applicant agrees to pay further installments of net sale price (hereinafter

First Applicant

Second Applicant

Third Applicant

defined “NSP”) and all other dues as stipulated in this application and as may be intimated by the Developer from time to time and in the manner set out in the payment plan opted by the Applicant which shall form part of the Agreement to Sell (hereinafter referred to as the ‘ATS’) that shall be executed by the Applicant and the owners of the project land (hereinafter referred to as the ‘Developer’). The ATS shall be executed only after the receipt of 60% of the net sale price of the said plot. The applicant further understands that the allotment shall become final and binding upon the developer only after the ATS is executed and registered. If, however, the Applicant fails to get the ATS executed and registered then the developer may at its discretion treat the application as cancelled and the earnest money paid by the Applicant shall be refunded after deducting 20% of the basic sale price within 30 days from the date of such cancellation without any interest/compensation and deduction.

The Applicant specifically states that he has seen and read the contents of the draft ATS and give his specific consent for the same and he hereby agree to the terms and conditions as mentioned in the draft ATS. The Applicant acknowledges that the Developer has provided all the information and clarifications as required by the Applicant and that the Applicant is fully satisfied in this regard. The Applicant has relied on his own judgment and investigation in deciding to apply for purchase of the said plot. The Applicant further understands that no other oral or written representations or statements shall be considered to be the part of this application and that this application is self-contained and complete in all respects. The Applicant agree to abide by the terms and conditions of this application including those relating to the payment of net sale price and other charges, rates, taxes (herein defined), cesses, levies etc. and forfeiture of earnest money as laid down herein and/or in ATS.

Please affix  
your photo  
over here

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First Applicant

Second Applicant

Third Applicant

**APPLICANT'S PARTICULARS FOR REFERENCE & RECORD**

*\*To be filled in BLOCK LETTERS by the applicant using a BLACK pen.*

**SOLE / FIRST APPLICANT DETAILS**

Name: .....

S/o, W/o, D/o, C/o: .....

DOB/DOI:

Gender:

Profession: ..... Designation: .....

Developer/ Developer Name :

.....

PAN\* ..... Passport No.: .....

Phone No. (Res) ..... Office No : .....

Mobile No. .... Email ID .....

Permanent Address

.....

.....

Address for communication

.....

.....

Residential Status : ( ) Resident ( ) Non Resident ( ) PIO

Marital Status : ( ) Married ( ) Unmarried

No. of Children (with names)

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First Applicant

Second Applicant

Third Applicant

**CO- APPLICANT DETAILS**

Name: .....

S/o, W/o, D/o, C/o: .....

DOB/DOI:

Gender:

Profession: ..... Designation: .....

Developer/ Developer Name :

.....

PAN\* ..... Passport No.: .....

Phone No. (Res) ..... Office No : .....

Mobile No. .... Email ID .....

Permanent Address

.....

.....

Address for communication

.....

.....

Residential Status : ( ) Resident ( ) Non Resident ( ) PIO

Marital Status : ( ) Married ( ) Unmarried

No. of Children (with names)

.....

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First Applicant

Second Applicant

Third Applicant

**CO- APPLICANT DETAILS**

Name: .....

S/o, W/o, D/o, C/o: .....

DOB/DOI:

Gender:

Profession: ..... Designation: .....

Developer/ Developer Name :

.....

PAN\* ..... Passport No.: .....

Phone No. (Res) ..... Office No : .....

Mobile No. .... Email ID .....

Permanent Address

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Address for communication

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Residential Status : ( ) Resident ( ) Non Resident ( ) PIO

Marital Status : ( ) Married ( ) Unmarried

No. of Children (with names)

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First Applicant

Second Applicant

Third Applicant

**DETAILS OF PRICING:**

**MODE OF BOOKING :** ( ) **Direct** ( ) **Dealer** ( ) **Employee Reference**

**Dealer Information:**

Name: ..... Dealer Code: .....

Contact No. .... Signature .....

**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. I/we shall be liable and responsible for cancellation of booked plot by the developer, if the enclosed document/ information are found to be forged or fake. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Agreement to Sell and the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the developer 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 Developer shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid plot through my/our aforesaid dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid plot, and shall not hold the Developer responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid plot then I/we shall provide NOC from my/our aforesaid dealer.

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First Applicant

Second Applicant

Third Applicant

**TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A RESIDENTIAL/COMMERCIAL PLOT IN “DEWAN ENCLAVE” AT VILLAGE MANOHARPUR, TEHSIL AND DIST MORADABAD (U.P.)**

The terms and conditions given below are applicable on the booking of the plot in the Project and the same shall be super-ceded by more comprehensive terms and conditions set out in the ATS which upon execution shall prevail in cases of repugnancy. I/We shall sign all the pages of this application in token of my/our acceptance for the same.

**Definitions and Interpretation:**

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein and when not capitalized, shall be attributed to their ordinary meaning.

“Act” means the Real Estate (Regulation & Development) Act, 2016

“Allottee” means I/We, who have applied for Provisional Allotment of an plot and have agreed to abide by the terms and conditions as mentioned in the Application for Allotment and have been provisionally allotted the said Plot by the Developer in the said Project.

“Allottee(s)” shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include my/our representatives, co-allottees, successors, executors and permitted assigns. In case of more than one applicant the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have equal share in the plot.

“Application” means whole of the Application Form including all annexure, schedules, terms and conditions for provisional allotment of the Plot in the said Project, which was made by the Allottee(s) to the Developer and pursuant thereto on compliance of the conditions as applicable till such stage, the ATS is being issued to the said Allottee(s) .

“Applicant” means the person, whether one or more individual, developer, developer, Limited Liability Partnership, or any other incorporated body applying for the Provisional Allotment of the Plot whose particulars are set out in the application and who have appended their signatures as an acknowledgment of having agreed to the terms and conditions of the application. The singular reference of this term shall not prejudice the plural construction of the term where there are more than one applicant.

First Applicant

Second Applicant

Third Applicant

“Approval(s)” means any and all approvals, authorization, licenses, permissions, consents, no objection certificates from the concerned authorities/departments to be obtained in the name of the Developer (including, for the avoidance of doubt, the Sanctioned plan and all approvals required in connection with or pursuant to the Sanctioned plan) for the commencement of the development \ of the Said Land including without limitation environmental clearness, conversions and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central required for the purpose of commencing development activity and upon development of the Said Project all approval, authorization, licenses, permissions, consents, no objection certificate necessary for the occupation and use of the Said Project and each plot thereof, including but not limited to the completion certificate and permanent amenities connections.

“Assignor” means I/We, in the capacity of provisional allottee(s) who, pending the developer allotment of the plot in my/our favour, assign my/our provisional allotment rights to any other person.

“Assignee” means the person who is assigned the right of provisional allotment of plot by any provisional allottee(s).

“Authority” means Moradabad Development Authority.

"Common Areas & Facilities" mean such common areas and facilities within the said project earmarked for the use of all Allottee(s) and duly mentioned as such in the ATS.

“Developer” means Mr. Surender Gandhi and Mr. Jogender Gandhi.

“Earnest Money” means 10% of the Net Sale Price of the said Plot payable by me/us.

“Encumbrance(s)” means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstand land revenue or other taxes, lis-pendens acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Said Land.

“Force Majeure” means any event or combination of events or circumstances beyond the control of the Developer which cannot by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the

First Applicant

Second Applicant

Third Applicant

Developer to perform obligations under this Application and/or the ATS, which shall include but not limited to : (a) an act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) strikes or lock outs, industrial dispute; (d) war and hostilities of war, riots, bandh, act of terrorism or civil commotion; (e) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in the Application and/or the ATS; (f) any legislation, order or rule or regulation made or issued by the Government or any authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Project/said Building or if any matters or issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before any court or for any reason whatsoever; (g) any event or circumstances analogous to the foregoing.

“Government Authority” means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction.

“Law” means any statute, notification, circular, bye laws, rules and regulations, directive ordinance, order or instruction having the force of law enacted or issued by any Government Authority, whether in effect as of the date of this Application or thereafter.

“Maintenance Agency” means the person(s) who shall carry out maintenance and upkeep of the said project who shall be responsible for providing the maintenance services within the said Project, which can be the Developer or association of plot owners or such other agency/ body/developer/association to whom the Developer may handover the maintenance of the said Project, before the formation of Residents Welfare Association.

“Maintenance Agreement” means the Maintenance agreement to be executed by me/us with the Maintenance Agency.

“Maintenance Charges” shall mean the charges payable by me/us to the Maintenance Agency (in accordance with the demand raised by the maintenance agency for the maintenance and upkeep of the said project including common areas and facilities) but does not include; (a) the charges for actual consumption of utilities in the said Plot including water, which shall be charged on the basis of actual consumption on monthly basis or such other periods as may be specified by the maintenance agency and (b) any statutory payments, taxes etc, with regard to the said Plot / said Project. The details of maintenance charges shall be more elaborately described in the Maintenance Agreement.

First Applicant

Second Applicant

Third Applicant

“Non-Refundable Amount” means interest paid or due on delayed payments, deduction of brokerage paid by the Developer, if any, etc.

“Parties” shall mean the Developer and the Allottee(s), and “Party” shall refer to anyone of them.

“Person” includes any individual, sole proprietorship, partnership developer, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, society and a natural person in his capacity as trustee, executor, administrator or other legal representative

“Provisional Allotment” shall mean the provisional allotment of the Said Plot to me/us, pursuant to my/our application to the Developer and agreeing to abide by the Standard Terms & Conditions as mentioned in application for allotment and ATS.

“ATS” is the confirmation of booking of a plot by the developer which is issued by the Developer to me/us upon making a request for provisional allotment of a residential plot and agreeing to abide by the standard terms & conditions as mentioned in this Application for Allotment and upon receipt of 60% of the Net Sale Price by the developer.

“Representatives” where the representative is for the developer, there the term shall include the directors, officers and employees specifically assigned the duty and agents duly appointed by the developer for dealing with the customers in the project. In case of the customers, the term shall mean and include his/her legal heirs (where the originally allottee is deceased) and other person(s) duly constituted as an attorney under a valid document by the allottee.

“RWA” means the Resident Welfare Association of the plot owners which shall be duly formed in accordance to the provisions of the Act and rules framed thereunder.

“Said Project” means the Project being developed on the land admeasuring .... Sq. mts in the name and style of “Dewan Enclave” as per the plans approved by the competent authority

First Applicant

Second Applicant

Third Applicant

## TERMS AND CONDITIONS

1. I//We have willfully and voluntarily through this pre-printed application form, applied for provisional allotment of a plot in “Dewan Enclave”, being developed by the developer in Village Manoharpur, Teh and Dist Moradabad .
2. I/we am/are fully aware of all the limitations and obligations of the developer in relation to and in connection with the development of the said project and have also satisfied myself/ourselves about the arrangements/ title/interest/rights on the land on which the said development is being carried out by the Developer. I/We confirm that no further investigation in this regard is required by me/us. I/We confirm that this Application is irrevocable and cannot be withdrawn.
3. The total price of the Residential/commercial plot is Rs..... As detailed out in this application form.
4. The consideration price of the residential/commercial plot as mentioned in clause 3 here above is escalation free.
5. The total price above includes all taxes paid or payable by the Sellers by way of GST, Cess or other similar taxes which may be levied in connection with the development of the project up to the date of handing over the possession of the Residential Plot. However the total price excludes any other taxes/ levies or cess which may in future be levied with retrospective effect. In case any such tax, levy or cess is levied with retrospective effect or there is any change/modification in the taxes then the subsequent amount shall be payable by me/us on pro rata basis. Similarly where the concerned development authority demands any increased development charges or other ancillary charges in future then the same shall be additionally payable by the Purchaser on pro rata basis. In case such increment occurs then the necessary details of the same along with the computation of the amount payable by me/us shall be provided by the developer to me/us.
6. The purchaser shall be making the payment of the balance sale consideration as per the payment plan as specified. It is agreed by the Developer that it will be generating the demand invoice towards every installment in advance so as to serve the same to me/us at least 15 days in advance. The service of the invoice on me/us shall be through registered post/speed post and copy of the same through email. I/We shall make all payments as per the demand from the Developer in terms of the payment plan, through Accounts Payee cheque/demand draft payment in favour of ..... Payable at .....

First Applicant

Second Applicant

Third Applicant

7. I/We (in case resident outside India) shall be solely responsible for complying with the necessary formalities laid down in the Foreign Exchange Management Act 1999 and rules made there under (FEMA), Reserve Bank of India Acts and rules made there under (RBI) or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc. I/We agree that in the event of any failure on my/our part to comply with the applicable guidelines issued by RBI, then I/We alone shall be liable for any action under FEMA. I/We shall keep the developer fully indemnified and harmless in this regard. Whenever there is any change in my/our residential status subsequent to acceptance of this application then it shall be my/our responsibility to intimate the same in writing to the developer immediately and comply with the necessary formalities if any under the applicable laws. The developer shall not be responsible towards any third party making payments, remittances on my/our behalf and such third party shall not have any right in the said Residential Plot in any way and the developer shall issue the payment receipts in favour of the Purchaser only.
8. The developer has the sole discretion in allowing any discount for any reason whatsoever to all or any of the allottees including me/us and any such discount shall depend on case to case basis. I/We agree that discount given to any other allottee shall in no case form a precedent for me/us to claim any such discount from the developer/land owners.
9. I/We authorize the developer to adjust/appropriate all payments that shall be made by me/us under any head(s) of dues against outstanding heads in my/our name and I/We shall not have any right to object/demand/direct the developer to adjust the payments in any manner otherwise than as decided by the developer.
10. I/We shall also have an undivided proportionate interest in the common areas and facilities within the said project land. As such interest in the common areas and facilities is undivided and cannot be separated, this would require it to use the common areas and facilities harmoniously along with other occupants, users, maintenance staff etc. without causing any inconvenience or hindrance to them. Further it is clearly understood and agreed upon by me/us that my/our right to use the common areas and facilities shall always be subject to the timely payment of Operation/Maintenance Charges. I/We have understood that I/We shall be entitled to an undivided proportionate share in no other common areas and facilities except the common areas and facilities.
11. I/We hereby agree and consent that the open (uncovered) parking spaces (if any) provided by the developer within the project area will be common in use by all the occupants/visitors and the same will be enjoyed by the occupants/visitors on first come first serve basis. The right to use such car parking area will be

First Applicant

Second Applicant

Third Applicant

common in use on first come first serve basis and the ownership of this parking area will remain with the developer. Further I/We understand that the Developer/Land Owners may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved open uncovered parking space. It shall be sole responsibility and risk of the owner of the vehicle to park the car in the open parking space till the time the developer does not commence pay and park facility in such parking area.

12. Time is the essence for both the developer and me/us. The Developer/Land Owners agree to abide by the time frame for completion of the project and timely handing over the possession of the residential plot to me/us after duly receiving the necessary completion certificate from the competent authority. Similarly I/We agree that time is the essence with respect to payment of Net Sale Price and other charges, deposits and amounts payable by me/us. The developer shall be under no obligation to send any reminders for the payments to be made by me/us as per the schedule of payments and for the payments to be made as per demand by the Developer or other obligations to be performed by me/us.
13. I/We declare that I/We have seen the specifications of the Residential Plot and accepted the layout plans and the payment plan (as appended with this agreement) which have been duly sanctioned by the concerned authority. The Developer undertake to strictly abide by the specifications as mentioned therein and further undertake that they shall not violate any bye-laws, regulations, rules or other government notifications applicable in the State of Uttar Pradesh and other environmental rules/regulations/notifications pertaining to the development/construction in the said project. Further I/we fully understand that the Developer/Land Owners shall have right to make alterations in such plans of this project if the same are carried out by the Developer/Land Owners by strictly following the procedure laid down in the Act . In case such alteration is carried out by the Developer/Land Owners then the same shall not amount to any material breach of this agreement.
14. Developer/Land Owners agree and undertake that no additions or alterations in the sanctioned plans, layout plans, specifications and provisions of proposed amenities in respect of the residential plot shall be carried out without previous written consent from me/us in accordance with the provisions and procedure as envisaged in the Act.
15. The /Land Owners agree that on or before handing over the physical possession to me/us, they shall clear all outgoing in the form of taxes, other local body charges, cess, levies, mortgage loans etc. However if the Sellers fail to clear all or any of such outgoing before handing over the possession of the

First Applicant

Second Applicant

Third Applicant

Residential plot to me/us, then they agree and undertake to remain solely liable

First Applicant

Second Applicant

Third Applicant

to pay the same to the respective bodies and they shall alone remain liable to pay all other charges incidental thereto including penal charges, interests etc. to such financial institutions or the local bodies, authorities as the case may be.

16. Once the unencumbered possession of the residential plot is handed over to me/us thenceforth all taxes, charges shall be payable by the Purchaser from the date of possession. Such charges shall be payable immediately on demand by the developer or their nominated agency, and will be levied and demanded on a pro-rata basis.

17. The Developer/Land Owners undertake that based upon the approved plans, layouts and specifications, subject to force majeure reasons, they shall deliver the possession of the Residential Plot to me/us on or by .....

18. In case the handing of the possession of the residential plot is delayed due to existence of any force majeure reasons, then Developer shall be entitled for extension of the date of possession by such period of time for which the said force majeure condition existed.

19. For the purpose of this clause, the force majeure condition shall mean and include means any event or combination of events or circumstances beyond the control of the Developer which cannot by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Sellers to perform obligations under this agreement which shall (a) an act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) strikes or lock outs, industrial dispute; (d) war and hostilities of war, riots, bandh, act of terrorism or civil commotion; (e) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this agreement.

20. Where the existence of any of the force majeure reasons make it impossible for the developer to implement the project i.e. complete the development, then my/our allotment shall stand terminated and the developer shall refund the entire amount received from me/us within a period of 45 days from such termination. On such refund of the amount, the developer shall stand discharged of all the obligations under this application & all my rights and claims emanating from this application shall cease to exist from the date of such refund.

21. If the developer fails to provide ready to move possession of the residential plot to me/us within the time period as specified here above or they discontinue their

First Applicant

Second Applicant

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business due to suspension or revocation of their registration under the Act then I/we may opt for either stopping further payments to the developer or terminate the ATS.

- i. Where I/We opt for stopping further payment, then I/we will start making the payment without any penal interest, once the developer correct the situation and complete the development milestone.
- ii. Where I/We opt for terminating the ATS then I/We shall be entitled for refund of the entire amount along such interest as may be specified in the Rules framed under the Act within 45 days from the date of intimation of termination.

**Explanation:** The refund to me/us under sub clause (ii) here above shall however be made in such a manner that the payment to the financial institute, if any, shall be first done in accordance to the Tripartite/ Quadripartite Agreement with such financial institution and only thereafter the remainder amount, if any, shall be paid to me/us.

22. I/We shall be considered under a condition of Default if:-

- i. I/We fail to make payments for \_\_\_consecutive demands made by the developer as per the Payment Plan, despite having been issued the demand notice in that regard. In such eventuality, I/We shall be liable to pay interest to the developer on the unpaid amount at the rate specified in the Rules.
- ii. In case of Default by me/us under the condition listed above continues for a period beyond \_\_\_\_\_consecutive months after notice from the developer in this regard, the developer can cancel the allotment of the Residential Plot and refund the amount paid by me/us by deducting the earnest money and the developer shall stand absolved from all the liabilities under this application as well as the ATS.

**Explanation:** The refund under sub clause (ii) here above shall however be made in such a manner that the payment to the financial institute, if any, shall be first done in accordance to the Tripartite/ Quadripartite Agreement with such financial institution and only thereafter the remainder amount, if any, shall be paid to me/us.

23. I/We understand and agree that once the Completion Certificate is issued by the competent authority, the developer will send Offer of Possession letter. The developer will give 90 days time to me/us to complete full and final settlement. I/We understand that I/We shall complete full and final settlement within the given time in offer of possession letter.

First Applicant

Second Applicant

Third Applicant

24. After obtaining the Completion Certificate and handing over the possession of the Residential Plot, the developer shall handover the necessary documents, plans and common areas to the Association of the Purchasers/ Society by whatsoever name it may be called in accordance to the rules and regulations framed by the State of Uttar Pradesh in this regard.
25. I/We agree that in the event of my/our failure to take possession of the Said Residential Plot within the time stipulated by the developer in their letter of offer of possession the same would attract liquidated damage @ Rs..... per sq. ft. per month of the plot Area for any delay of one month or any part thereof in taking possession of the said Residential Plot for the entire period of delay. This holding/waiting period shall have a limit of maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except refund of amount paid without any interest after deducting the Earnest Money and non-refundable charges shall be entitled and entertained. Further in case of bank loan the due amount will be refunded to the bank and balance amount, if any, will be refunded to me/us.
26. The booking/allotment of the Residential Plot can also be cancelled by me/us. Where I/We cancel the booking of the residential plot for no reasons attributable to the developer then the developer shall have the right to forfeit the entire booking amount paid by me/us. The balance amount shall be refunded by the developer to me/us within a period of 45 days from the date of such cancellation. Where the purchase of the Residential Plot is financed by any bank or other financial institution and I/We seek cancellation under this clause then the residual amount arrived after deducting the booking amount shall first be utilized by the developer in paying the same to such bank/financial institution and the remainder amount (if any) shall be paid within a period of 45 days as stipulated here above.
27. The developer shall be liable to compensate me if;
- a. any loss is cause to me/us due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.
  - b. The developer is unable to complete and/or give possession of the Residential Plot
    - i. in accordance with the terms of this Agreement, duly completed by the date specified herein; or
    - ii. due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the developer shall be liable, on demand to me/us, in case

I/We wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Residential Plot, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that if I/We do not intend to withdraw from the Project, the developer shall pay interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Residential Plot.

28. The developer shall be authorized to maintain the project through their designated maintenance agency, till the maintenance of the project is handed over to the Association of the Purchasers/ Society is formed as per the provisions of the Act or other enactments, notifications, regulations or other modes of subsidiary instructions, which may be brought in by the State.
29. I/We shall pay necessary charges for maintaining and up keeping the project area and providing the various services as determined by the developer or its nominated agency and as and when demanded by the Maintenance Agency. I/we have gone through the draft of the maintenance agreement which are acceptable to me/us and I/we agree to execute the same on or before the execution of the Sale Deed of the plot. I/We shall be responsible for timely payment of maintenance charges, which shall be fixed by the said Maintenance Agency from time to time depending upon the maintenance cost. In addition to maintenance charges, there shall be a contribution to the Replacement/Sinking Fund, Insurance Charges on pro-rata basis in respect of the common area buildings (if any) and maintenance as is detailed in the Maintenance Agreement. The Maintenance Agency reserve the right to increase the maintenance charges from time to time in keeping with the increase in the cost of maintenance services and I/We agree to pay such increases within such time as may be stipulated by the Maintenance Agency.
30. The total operation/maintenance charges will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. The estimate of the maintenance agency shall be final and binding on me/us. The maintenance charges shall be payable by me/us on quarterly basis to the maintenance agency, from the date of execution of the sale deed and which shall be adjusted against the actual audited expenses as determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. I/we further agree that the total maintenance charges payable for the said residential plot are exclusive of all taxes, duties, G S T , works contract tax, surcharge, and education cess, etc. which will be charged extra as per actual.

31. The developer or its nominated maintenance agency will provide water connection within the project area either by way of corporation connection or by underground water tank. If I/we want to have individual connection in our respective plot then the no objection shall be given by the developer or its nominated maintenance agency. In case where no separate meters are provided or feasible, then I/We agree to pay to the developer or its nominated maintenance agency our share of such charges as may be apportioned by the developer or its nominated maintenance agency while deciding such charges will take into the consideration the total consumption of water consumed by me/us. The bill for such charges will be raised by the developer or its nominated maintenance agency on monthly basis and will be payable within 10 days from the demand or in case of delay the same will carry the bank rate interest on the amount payable.
32. As and when any Plant & Machinery within the said project as the case may be, including but not limited to pumps or any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by me/us on pro-rata basis. The Maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including cost thereof. The developer shall accordingly pay his/her share to the maintenance agency.
33. On completion of the development work of the residential plot followed by the issuance of Completion Certificate, the landowners shall execute a sale deed and convey the title of the Residential plot together with proportionate indivisible share in the Common Areas, if any, within 3 (three) months from the issuance of the Completion certificate. However, where I/We fail to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter then the landowners shall be entitled to withhold registration of the sale deed till full and final settlement of all dues and stamp duty and registration charges to the developer is made by me/us. I/We shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies). Further where the full and final settlement and/or the payment of stamp duty and registration charges is delayed by me/us and in such intervening period if there occurs any rise in the rates of stamp duty and/or registration charges then in such eventuality, then I/We shall alone be liable to pay such additional stamp duty and /or registration charges and the Sellers shall in no case be liable towards me/us in any manner whatsoever.
34. I/We shall not use the said Residential Plot for any other purpose and shall not use the same in any manner that may cause nuisance or annoyance to occupants of other Residential Plot in the said project or to do or suffer anything to be done

First Applicant

Second Applicant

Third Applicant

in or around the said Residential Plot which tends to cause damage to any adjacent Residential Plot or anywhere in the said project or in any manner interfere with the use thereof or of Plots, passages, corridors or amenities available for common use. I/We hereby agree/indemnify the developer and always keep indemnified against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous material/gas banks etc. for which I/We will be solely responsible. I/We shall use the passage and other common services only for designated use and will not create any nuisance or stock any goods or material or cause any obstruction in the same. I/We shall not throw rubbish, rags, junk or other refuse, or permit the same to be thrown, in the common areas or compound of the said project.

35. The Applicant agrees that the commercial plot shall only be used for the personal use of the applicant or for the use of his guests. Therefore the commercial plot can only be used as guest house or personal residential use of the Applicant and not for any commercial purpose whatsoever or for any heavy machines or small factory or any act which causes pollution etc or any other activities which is against the developer norms.
36. I/We shall, after taking the physical possession of the residential plot be solely responsible to maintain the said residential plot at his/her own cost, in a good condition and shall not do or suffer to be done anything in or to the said building, or the said Residential Plot, common area, or the compound which may be in violation of any Laws or rules of any Authority or change or alter or make additions to the said residential plot and keep the said Residential Plot, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good condition.
37. I/We will not encroach any area abutting my/our plot by way of constructing tree guards, setting up of gardens, constructing generator plinth or raising any movable/immovable security guard cabins or any other mode of encroachment outside our plot area.
38. Where my/our plot is adjoining any park or play field or any other place of common area then I/We shall not construct or raise any direct opening or create any easement into such common area.
39. After the execution of the ATS, the landowners will not mortgage or create a charge on the Residential Plot/ Project and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect my/our right and interest.

First Applicant

Second Applicant

Third Applicant

40. I am applying through this application form for the purchase of Said Residential Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project. And I/We undertakes to comply with and carry out, from time to time after taking possession of the Said Residential Plot all the requirements, requisitions, demands and repairs which are required by any development authority/government or any other competent authority in respect

First Applicant

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of the Said Residential Plot at his own cost and keep the Sellers indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

41. After taking possession I/We shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations by State of U.P. or any other competent authority. I/We shall abide by all laws, rules and regulations of the /local authority /State Govt. / Govt. of India and of the Owners Welfare Association (as and when the Association is formed) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the Residential Plot.
42. All notices to be served on me/us and the developer or its nominated Maintenance Agency as contemplated by this application or ATS will be deemed to have been duly served if sent to me/us or the developer or its nominated Maintenance Agency by Registered Post/Speed Post at their respective addresses specified in the ATS. It shall be my/our duty to inform the developer or its nominated Maintenance Agency of any change subsequent to the execution of ATS in the above address by Registered post/Speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the me/us, whether the same are returned undelivered or refused delivery by us.
43. All the provisions contained herein and the obligations arising hereunder in respect of the Said Residential Plot shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Residential Plot, as the said obligations go along with the Said Residential Plot for all intents and purposes.
44. Excluding the disputes which can be entertained by the Adjudicating Authority appointed under the provisions of Real Estate (Regulation & Development) Act, 2016 , all other disputes arising out of or touching upon or in relation to the terms of this application form shall be settled through mutual discussions failing which the same shall be settled through arbitration by a Sole Arbitrator who shall be appointed by the developer and whose decision shall be final and binding upon the parties. 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 Moradabad. Without prejudice to this arbitration clause as here above, the Courts at Moradabad shall have sole and exclusive jurisdiction in all matters of dispute arising out of or touching and/or covering this agreement.

First Applicant

Second Applicant

Third 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 sought detailed explanations and clarifications from the developer and the developer has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount for allotment. I/We further undertake and assure the developer 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. 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.

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Signature of the Applicant(s)

First Applicant

Second Applicant

Third Applicant