

## APPLICATION FORM

### NAKSHATRA GREEN

**Name of the Promoter:**

NAKSHATRA INFRACOM

**Registered Office Address:**

Airy Builder Complex, Near Registry Office, Bijnor, Lucknow

**Contact Details:** 8543807777, 9454678635

**Mail Id:** nakshatra@gmail.com

**NAME OF APPLICANT(S)** \_\_\_\_\_

**UNIT NO.** \_\_\_\_\_

**Date:**

To,  
M/s Nakshatra Infracom  
Airy Builder Complex,  
Near Registry Office,  
Bijnor, Lucknow

Dear sir/Madam,

I/we, the undersigned, have seen the project brochure and the site under development and subsequently apply for provisional allotment of Residential Plot (herein referred to as **'Unit'**) in your Project named as **"Nakshatra Green** (**"said Project"**) being developed under lawful arrangement by M/s Nakshatra Infracom (herein referred to as **"Promoter"**) having Registered Office at Airy Builder Complex, Near Registry Office, Bijnor, Lucknow on land situated at Jaitikheda, Near CRPF Chauraha (Bijnaur Chauraha), Sarojini Nagar, Lucknow.

In the event of provisional allotment of the said Unit, I/we agree and undertake to abide by the basic terms and conditions attached to/mention in this application form and being part thereof and also agree to sign and execute, as and when desired/demanded by the Promoter, the Allotment Letter and other documents on the standard format of the promoter as required. I/we shall accept the features specified in the project brochure and agree to pay the Total Price of the said Unit as per opted payment schedule inclusive of Basic Sale Price, Other Charges (as Applicable) along-with applicable Stamp Duty, Registration Charges etc. as and when demanded by the promoter.

I/we clearly understand that this application does not constitute an agreement to sell. I/we do not become entitled to the provisional allotment of Said Unit notwithstanding the fact that the promoter may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Agreement to Sell and/or such other documents as may be required as per law (depending on the option availed) that the provisional allotment shall become final and binding upon the promoter.



**2. Name of Co-Applicant**

**Mr/Mrs/Ms.** .....

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

Relationship with first applicant .....

Date of Birth:..... PAN No.: .....

AADHAR No.: .....

Marital Status: ..... Nationality: .....

Residential Status: Resident/Non- Resident

Permanent Address:.....

Correspondence Address:.....

Contact No.: Res.: ..... Office: ..... Mobile: .....

E-Mail ID:.....

**Personal Details :-**

Occupation/Business .....

Name of the Employer/Business.....

Address of the Employer/Business .....

Contact No. ....

Annual Income .....



**In case the Applicant is a Company/Firm**

Name of Company/Firm.....

Registered Address.....

Date of Incorporation.....

Incorporation No.....

PAN No.: .....

Contact No.:Tel.No. .... Mobile:.....

E-Mail ID:.....

Nature of business of the Company/Firm .....

Correspondence Address (in case different from registered address).....  
.....

Name of Authorized Signatory: .....

Son/Wife/Daughter of.....

Designation of Authorized Signatory.....

Address of Authorized Signatory.....

Contact No.: Res.: ..... Office: ..... Mobile: .....

E-Mail ID:.....



**Details of Unit Applied For :-**

Unit/Plot Size:.....

Basic Sale Price:..... (Rupees.....)

Additional Charges: .....(Rupees.....)

Total Sales Price: ..... (Rupees.....)

Payment Plan opted: Construction/Development Linked  Down Payment   
Time Link  Flexi Payment Plan

If opted for down payment option: .....% of discount on payment of .....%  
of.....within.....days

**Amount Paid with Application :-**

Paid Rs.....(Rs.....including Taxes) vide  
Cheque/DD No..... dated ..... Drawn on  
(Bank)..... Branch ..... City  
..... Favoring **“NAKSHATRA INFRACOM  
COLLECTION A/C NAKSHATRA GREEN”**

**Mode of Booking:** a. Direct  b. Dealer

c. Employee Referral { Employee Name:  
Employee Code:

**Dealer Information:**

Dealer Name:.....

Dealer Address.....Dealer Signature

Dealer RERA Reg. No..... with Seal:

Dealer Contact No.....

**Declaration:**

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I/We hereby solemnly declare that the above particulars/information given by me/us are true and correct to the best of my/our knowledge, belief and nothing has been concealed.

I/We shall furnish any additional information(s) if required. In the event of any delay on my/our part to furnish any particulars desired by the Promoter, it shall be within the discretion of the Promoter to reject my/our application.

The Promoter has no obligation or liability to allot me/us a unit. In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the Promoter and it shall be final and binding on me/us.

I/We have also examined the title of the Land, Plans approved by the Development Authority, brochure features, architect plans, payment schedule and is/are satisfied towards the same.

I/We have read and understood the terms and conditions given herein and accept the same

Name of Applicant(s)

Signature of Applicant(s)

1 .....

1.....

2 .....

2.....

**CHECKLIST**

- Application Form is completely filled with photographs and duly signed by the Applicant(s)
- Cheque for booking amount is in proper name and duly signed and dated
- Self attested copies of PAN card and ADHAAR Card of all applicants are attached with the form
- Address Proof and other relevant documents are attached with the form

**NOMINATION FORM**

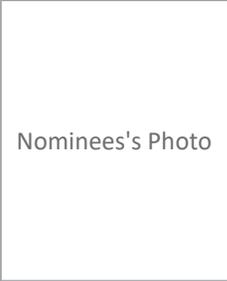
Name of Nominee:.....

Date of Birth:..... Sex .....

Relationship with the first applicant:  
.....

Address:.....

Specimen Signature (Nominee):.....



I certify that Mr./Mrs./Ms..... Son/wife/Daughter  
of ..... has signed in my presence and I  
verify his/her signature.

.....  
(Applicant(s) Signature)

Witness Signature with Name & Address

- 1) .....
- 2).....

**FOR OFFICE USE ONLY**

- 1. Application Accepted/Rejected
- 2. Detail of Unit allotted
  - Plot/Unit Area ..... Sq.yd./Sq.mt./Sq.ft.
  - Basic Sale Price Rs. ....
  - Additional Charges Rs.....
  - Taxes Rs.....
- 3. Total Unit Price Rs. ....  
(Subject to addition /modification/ Alteration in taxes, Cess, duties)
- 4. No. of Joint Applicants .....

Dated .....  
Place .....

Authorized Signatory

## **TERMS AND CONDITIONS**

1. The applicant(s) has/have applied for the provisional allotment of a unit, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to the project named "NAKSHATRA GREEN", which have been well explained by the promoter/Co-Promoter & the same has been understood by the applicant(s).
2. The applicant(s) has/have satisfied himself/herself/themselves about the nature of right, interest and title of the promoter/co-promoter in the land on which the said project is being developed/under development and has/have also understood all the limitations and obligations in this respect thereof.
3. The applicant(s) has/have seen, understood and accepted the approved plans, designs, features and facilities to be provided in the said project.
4. The applicant(s) agrees that the allotment of the unit is entirely at the sole discretion of the promoter without any compulsion to assign any reason for non-acceptance of the application for provisional allotment. In case of non-allotment, amount paid along-with this application form will e refunded to the applicant(s) without any interest.
5. The applicant(s) agrees that the possession of the unit shall not be given by the promoter to the applicant(s) until stamp duty, registration charges, all incidental charges and legal charges, dues, applicable taxes, duties etc. are cleared by the applicant(s) and conveyance/sale deed is executed and registered. The registration of the conveyance/sale deed shall be done through the lawyer appointed by the promoter only.
6. Notwithstanding anything contained in this application, the applicant(s) understands that the application will be considered as valid, enforceable and proper only on realization of the amount tendered with this application.
7. The applicant(s) agrees and undertakes to abide by the terms and conditions of all the permissions, sanctions or directions issued by the concerned authority and shall not interfere in layout, plans and drawings implementation.

8. The applicant(s) understands and agrees that the Promoter may make any changes in the approved layout plan, sanctioned plan of the Project and nature of amenities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under by the concerned State Government.
9. In case where the Promoter proposes for a revision in layout plan of the project with the consent of applicant(s) and thereupon his/her/their said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund or demand preferential location charges (if any) which he/she/they hereby agrees to pay/be refunded/be adjusted in last installment as stated in the payment plan opted by him/her/them.
10. The applicant(s) agrees to sign & execute as and when desired by the promoter, the allotment letter and/or the agreement for sale, in adherence to the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under by the concerned State Government on the prescribed format provided by the promoter.
11. The applicant(s) agrees to pay sale price of the unit, additional charges, taxes, duties and cesses as fixed and informed by the promoter.
12. The expenses for stamp duty etc. for execution of any legal document such as Agreement for sale, Sale deed etc., legal fee and other miscellaneous charges and registration charges etc. shall be borne by the applicant(s). Any penalty/fine for the delay in execution/registration of legal document will be solely borne by the applicant(s).
13. All the payments shall be made through cheque/demand draft to be issued in favor of NAKSHATRA INFRACOM COLLECTION A/C NAKSHATRA GREEN, payable at ICICI Bank, Branch- Telibagh Chauraha, Raibareilly Road, Lucknow. In case if RTGS/NEFT is being done by the applicant(s) and the same is not being informed to the promoter then under such circumstances receipt of such deposit may not be issued and applicant(s) will not complain for the same.
14. The applicant(s) agrees that the amount paid with the application and in installments as the case may be, to the extent of 10% of total price of the said unit shall collectively constitute the booking amount.

15. The applicant(s) agrees to pay the balance amount in accordance to the payment schedule as provided by the promoter as he/ she/ they understands that the timely payment is the essence of the terms of booking. If the Applicant(s) delays in payment towards any amount which is payable, he/ she/ they shall be liable to pay interest at the rate prescribed in the RERA Act/ rules and regulations.
16. Since the development of unit depends on timely payment of installments, delay in payment of any of the installment by the applicant(s) will result in delay in possession for which the promoter will not be responsible. The applicant(s) shall not be entitled for any penalty/compensation from the promoter for delayed possession on account of delay in payment of any of the installments by him/her/them.
17. The applicant(s) agrees that in case any payment is made towards the said unit from any third party account then there would be no claim by such third party in the said unit against the payment made from third party account and the Promoter shall not be liable or responsible for any inter transaction between such third party and the applicant(s) in any manner whatsoever. In the event, the applicant(s) make any payment through any third party account then he/she/they hereby agree(s) to submit a declaration signed by such third party to the Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue receipt of such payment made by the applicant(s) from third party account only in name of the applicant(s).
18. If applicant(s) cancels the booking application within one month from the date of application in that case he/she/they shall be entitled to get the refund of whole amount paid by him/her/them after deducting 2% of booking amount as administrative charges thereon. If applicant(s) cancels the application after one month from the date of application and before executing the agreement for sale as per section 13 of the RERA, the promoter shall forfeit 10% of the booking amount (earnest money) as cancellation charges and all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit.
19. In case the applicant(s) fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan, despite having been issued notice in that regard, the applicant(s) shall be liable to pay interest on the unpaid amount at the rate as prescribed time to time by the

Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under.

20. In case of default by applicant(s) under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Unit in favor of the applicant(s) and refund the money after deducting the booking amount and the interest liabilities.
21. In the event of cancellation of unit the applicant shall have no right, lien or interest on the said unit and the promoter shall have the sole right to sell the said unit to any other person in its sole and absolute discretion.
22. The applicant(s) hereby agree that in case of cancellation of booking of the said unit, he/she/they shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
23. That the vacant and actual physical possession of the unit shall be delivered by the promoter to the applicant(s) at the time of execution and registration of the sale deed, subject to payment of all dues, charges, levies, duties, taxes, stamp duty, registration charges and all other incidental and legal charges etc. with respect to the said unit.
24. The promoter shall endeavor to handover the possession of the unit to the applicant(s) within the agreed time period as declared in RERA Registration subject to extension as may be granted by the Uttar Pradesh RERA Authority. In case of any further delay in handing over the possession, the Developer shall pay interest to the non-defaulting applicant(s) as prescribed in RERA Act. However, if the developer had granted any waiver of interest to the applicant(s) on his/her/ their delayed payments, the same shall be deducted from the interest payable to the applicant(s).
25. The promoter shall offer in writing to the applicant(s) to take over the possession, construct, occupy and use the said unit within the stipulated time mentioned in such notice. The said unit shall be handed over to the applicant(s) for construction, occupation and use subject to the applicant(s) having complied with all the terms and conditions of the application form/agreement to sell and is not in default under any of the terms and conditions and has complied with all the regulations, provisions, formalities, documentation etc. The Applicant(s) shall within the stipulated time in the notice, takeover the possession of the said unit by executing necessary indemnities, undertaking, documentation and making payment of all the dues, charges, taxes etc. Any delay by the applicant(s) in taking the possession after 3 (three) months from the possession due date

mentioned in such notice/offer of the possession letter would attract holding charges at the rate of Rs. 1/- per month per sq. ft. of plot/unit area for the delayed period. Further, besides the levy of applicable holding charges, maintenance charges, other charges/property tax etc. shall also be paid by the applicant(s) to the Promoter from the possession due date and said unit will be handed over to the applicant(s) on 'as is where is' basis. The applicant(s) further agrees not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.

26. The applicant(s) shall after taking possession or deemed possession of the said unit (as the case may be) shall have no objection on carrying the construction/development work by the promoter in the Project or other Building(s)/Land (if any) adjoining the unit sold to the allottee(s).
27. Applicant(s) shall have the right to erect the parcel of plot/unit allotted to him/her/them according to his/her/their design subject to the prior approval of the Promoter for design, construction of boundary wall/fence/grill, internal/external architecture/façade, gate as the case may be. Applicant(s) shall undertake the construction on the unit in the best interest of maintaining the aesthetics of the said project. The Applicant shall have no objection to common services such as sewerage, drainage, water connection, power supply etc. passing through the plot/unit, adjacent to the boundary wall. Allottee(s) understands that he/she/they will follow the procedure and timelines as promulgate under applicable laws, notifications, rules and regulations applicable to the Land from time to time before or during such construction.
28. The applicant(s) hereby agrees to become the member of Association of Allottee (AOA) for availing the Maintenance Services of the Project as and when formed by the unit holders of the said project and shall enter into a separate maintenance agreement.
29. The applicant(s) understand(s)/agree(s) that the development of the unit and/or project is subject to force majeure clause which inter alia includes delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the project ("Force Majeure") or there is a delay due to any reasonable circumstances beyond the control of the Promoter and in any of the aforesaid events, the Promoter shall be entitled to a reasonable extension of the time for delivery of possession of the said Unit.

30. The Promoter, as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment, or if the circumstances are beyond the control of the Promoter, if so warrants, may suspend the scheme for such a period as approve by the concerned authority and no compensation of any nature, whatsoever can be claimed by the applicant(s) for the period of suspension of the scheme.
31. The applicant(s) shall indemnify and keep the promoter its agents, employees, representatives, estate and effect indemnified and harmless against all actions proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the promoter by reason of any breach or non observance, non performance of the terms and conditions contained herein by the applicant(s) and or due to non compliance with any rule, regulation, loss as may be laid down by any Authority/Department/Government and/or non-payment of municipal taxes, charges and other out goings in respect to the said unit. The applicant(s) agrees to pay such losses on demand to the promoter which the promoter may or likely to suffer. This is in addition to any other right or remedy available to the Promoter.
32. The applicant(s) shall get his/her/their complete address and e-mail ID registered with the Promoter at the time of application for provisional allotment and it shall be his/her/their responsibility to inform/update the Promoter through letter by Registered Post about all subsequent changes in his/her/their address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address/E-mail will be deemed to have been received by him/her/them at the time when those should ordinarily reach at such address and he/she/they shall be responsible for any default in making payment and other consequences that might occur there from. The applicant(s) hereby agrees that the Promoter shall not be liable/responsible to reply to any query received from any address/e-mail ID not being previously registered with the Promoter.
33. In case there are joint applicants, all communications shall be sent by the Promoter to the applicant whose name appears first, at the address given by him/her/them 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.

34. In case the applicant(s) has NRI/PIO status or if the applicant(s) is foreign national(s) then he/she/they shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Foreign Exchange Regulation Act, 1973, Reserve Bank of India Act, 1934 and rules made thereunder 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 concerned Authority, the Promoter shall refund the amount paid after deducting booking amount without any interest and the provisional allotment shall stand cancelled. The applicant(s) agrees that the Promoter will not be liable in any manner on such account.
35. In case the applicant(s) want to avail loan facility to facilitate the purchase of the said unit, the promoter shall facilitate the process subject to the following :
- (i) The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only.
  - (ii) The responsibility of getting the loan sanctioned and disbursed as per the Payment Schedule/plan opted will rest exclusively on the applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the promoter as per the payment schedule/plan, shall be ensured by the applicant(s).
  - (iii) In case of default in repayment of dues of the financial institution/agency by the applicant(s), the applicant(s) authorize the promoter to cancel the provisional allotment and refund the amount received till that date after deducting of 'Booking Amount', interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the applicant(s).
36. The plot/unit area of the unit remains the same as at the time of purchase because there is no construction activity adopted on the said plot/unit by the Promoter.

37. The Applicant(s) hereby irrevocably agrees and understands that the promoter may develop the EWS/LIG Units, Row Houses, commercial parts/convenient shops in future as approved by the competent authorities on the project land and the Applicant shall not create any hindrance, objection, protest, interruption, obstruction for the said development and construction.
38. The applicant(s) has no objection in case the Promoter creates a charge on the entire project during the course of development of the project for raising loan from any banking and/or financial institution. However, such charges if created shall be vacated before handing over possession of the unit to the applicant(s). The creation of such charge shall not affect the rights of the applicant(s) to the said unit.
39. If any misrepresentation/concealment/suppression of material facts are found to be made by the applicant(s), the allotment will be cancelled and the amount paid by the applicant(s) will be refunded after deduction of booking amount and the applicant(s) shall be solely liable for such misrepresentation/ concealment/ suppression of material facts in all aspects.
40. The applicant(s) shall not be entitled to get the name of his/her/their assignee(s) substituted in his/her/their place without the prior approval of the promoter, who may, at its sole discretion, permit/forbid the same. The applicant(s) assures that the promoter shall not be liable on any account, whatsoever, in respect of any transactions between the applicant(s) and the assignee(s). The terms and conditions of this application form shall be binding upon the assignee(s) with full force and effect. It is well understood by the applicant(s) that upon such transfer, the applicant(s) shall no more be entitled to any rights, title and interest available in the said unit. Applicant(s) can transfer the rights on the booked unit only after obtaining prior written consent of the promoter and shall be liable to pay Transfer Fee on the unit @100/- per sq.ft plus applicable taxes on the area of the unit.

Further the applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment and the promoter shall always be kept indemnified by the applicant(s) against all consequences arising out of such assignment.

41. Any dispute or legal proceeding arising out of provisional allotment shall be first settled by mutual discussions, failing which it shall be referred to the arbitrator appointed by the promoter whose award shall be final and binding to both the parties. The arbitration proceedings shall be governed as per arbitration act, 1996. The jurisdiction court shall be at Lucknow.
42. It is mandatory for the applicant(s) to get execution and registration of agreement to sell without any delay as and when demanded by the promoter.
43. All the sales promotional materials/pamphlets/brochures etc. relating to the said project are purely conceptual and not a legal offering. Images shown/used in those materials are for illustrative purpose and an artistic impression of the proposed development and/or may differ with actual/physical development at site. The applicant(s) are requested to visit the project site in order to acquaint himself/herself/themselves with the actual project offerings before applying for booking. Purchase decisions based on any kind/sort of promotional activity/material shall not create any liability on the promoter under sec. 12 of UPRERA act.

I/we declare that the above terms and conditions have been read/understood and the same are acceptable to me/us. I/we have sought detailed explanations, documents and clarifications from the promoter and after giving careful consideration to all facts, terms and conditions. I/we have signed this Applications Form and paid the booking amount for provisional allotment. I/We further undertake and assure the Promoter 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 and conditions by me/us as set out in this application, I/we shall be left with no right, title, interest or lien under this Application and the said Unit shall stand cancelled. If any other Persons have signed this Application Form on my/our behalf, then he/she/they shall be presumed to be duly authorized by me/us through proper Authorization/Power of Attorney/Resolution etc.

1 ..... ..

2 ..... ..

Name of Applicant(s)

Signature of Applicant(s)

# **PAYMENT SCHEDULE**

## **TIME LINK PAYMENT SCHEDULE**

Booking Amount	10% of Total Selling Price
Within 15 Days of Booking with BBA	15% of Total Selling Price
Within 60 Days of Booking	25% of Total Selling Price
Within 120 Days of Booking	25% of Total Selling Price
Within 150 Days of Booking	15% of Total Selling Price
Within 180 Days of Booking	10% of Total Selling Price

## **CONSTRUCTION LINK PAYMENT SCHEDULE**

Booking Amount	10% of Total Selling Price
Within 30 Days of Booking with BBA	15% of Total Selling Price
On Start of Boundary Wall	25% of Total Selling Price
On Demarcation of Plot/Unit	25% of Total Selling Price
On Laying of Sewer & Water Line	20% of Total Selling Price
On Offer of Possession	05% of Total Selling Price

## **AMENITIES AND FACILITIES**

- Round The Clock Security
- Walking Pathway
- Concrete/Damar (Main/Internal Roads)
- Children Park
- Temple
- Street Lights
- Electricity Pole
- S.T.P. (Sewage Treatment Plant)
- Drainage System
- Water Supply