



**Applicant's Particulars for Reference And Record  
(SOLE/ FIRST APPLICANT DETAILS)**

Customer Name.....  
S/o, W/o, D/o, C/o.....  
DOB/DOI ..... Gender ..... Occupation:.....  
Promoter/Firm Name.....  
Pan No. (Mandatory)..... Passport No.....  
Phone No. (Residence).....OfficeNo.....  
Mobile No..... Fax No.....  
Email.....  
Permanent Address.....City.....  
Correspondence Address.....  
City.....State.....Pin.....  
Country.....  
Residential Status.....  
Marital Status.....  
Occupational Details.....  
Annual Income Rs..... per annum.



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**Signature of First Applicant**

**Co-Applicant's Particulars for Reference And Record  
(Co- APPLICANT DETAILS)**

Customer Name.....  
S/o, W/o, D/o, C/o.....  
DOB/DOI ..... Gender ..... Occupation:.....  
Promoter/Firm Name.....  
Pan No. (Mandatory)..... Passport No.....  
Phone No. (Residence).....OfficeNo.....  
Mobile No..... Fax No.....  
Email.....  
Permanent Address.....City.....  
Correspondence Address.....  
City.....State.....Pin.....  
Country.....  
Residential Status.....  
Marital Status.....  
Occupational Details.....  
Annual Income Rs..... per annum.



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**Signature of Co-Applicant**

Date  
Place



## DECLARATION

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. I/we shall be liable and responsible for cancellation of booked duplex/ flat by the Promoter, if the enclosed documents / information found to be forged or faked. Any allotment against this application is subject to the terms and conditions as per this application form and that of the Allotment letter/ agreement to sale, the terms and conditions whereof shall ipso facto be applicable to my/our legal heir(s), successors and nominee(s). I undertake to intimate the change, if any occurs in my above particulars given above, till the ownership of the duplex/ flat is transferred to us by execution and registration of conveyance deed, failing which the particulars shall be deemed to be correct and the communications sent at the recorded address by the promoter shall be deemed to have been received by me/us.

Name of the Applicant(s)

Signature of the Applicant(s)

1. \_\_\_\_\_

2. \_\_\_\_\_

### Check list for receiving official:

1. Booking Amount detail;
2. Customer signature on all pages;
3. Signed copy of payment plan;
4. Copy of Pan card;
5. Copy of address and id proof;
6. For companies copy of MOA & AOA, Board Resolution;
7. For partnership firm authority letter duly signed by all the partners alongwith certified copy of deed;
8. For NRI passport copy and payment through NRE/NRO Account only
9. Email, Mobile no.;
10. Copy of Aadhar card of applicant.

Remarks \_\_\_\_\_

Particulars	Received By	Checked By	Authorised Signatory
Name			
Designation			
Date			

## TERMS AND CONDITIONS

1. The applicant(s) has/have applied for the allotment of semi finished residential Duplex/ Flat in your project named as Hare Krishna City ("said Project") being developed and constructed under lawful arrangement by M/s HARE KRISHNA DEVELOPERS (hereinafter referred as "Promoter") on the land situated at the arazi No.1801 and part of arazi 1802 to 1805, Khewra Katri Kanpur Nagar (said land).
2. The receipt of this application and acceptance of the booking amount by the promoter does not confirm the allotment of the duplex/ flat. The said allotment shall be at the discretion of the promoter. Upon the promoter confirming the said allotment, the applicant(s) hereby undertakes to pay such amount that are provided herein (Total Price) and sign the allotment letter and agreement to sell and get the same registered before the concerned sub-registrar, (Definitive Documents) within the timeline and in the format provided by the promoter in compliance with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
3. That upon the promoter confirming the said allotment, the applicant(s) hereby undertakes that he shall deposit with the promoter Non judicial stamp papers of requisite value for the stamp duty and all other amounts required for meeting the expenses for execution and registration of the agreement to sell in compliance with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. Within a period of thirty days of despatch of written notice in this regard or such other date duly intimated by the promoter to the applicant(s), get the agreement to sell executed and registered.
4. It is hereby understood and agreed that upon signing of this application, the applicant(s) deemed to have completed all due diligence as to the right, title, interest of the promoter to develop and market the project on the said land and the applicant(s) confirms that it has sufficiently investigated and gone through ownership records, approvals, documentation, inspection of the site and other related matters to its entire satisfaction, so as to confirm the competence of the promoter to transfer the duplex.
5. The promoter reserves its right to effect suitable changes and alterations in the layout, floor plan, areas elevations, height, width etc. in the project at any time and in any manner as it thinks fit and proper as per applicable laws.
6. The promoter shall be entitled to terminate this application and future allotment on (i) Non payment of two consecutive instalments of the total price or the interest payable on the same or (ii) any request from the applicant(s) for cancellation of this application, or (iii) Breach of any of the representations, warranties or covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this application, Definitive Documents. On termination the promoter shall be entitled to

forfeit / deduct/ recover (a) the entire booking amount (b) any commission paid to broker through whom the applicant(s) applied, (c) any other benefit given by the promoter to the applicant(s) at the time of submission of the application; (d) any interest accrued from the applicant(s) to the promoter on delayed payments. However, in case the amount paid by the applicant(s) till the date of termination is less than the amount which the promoter is entitled to recover as aforesaid then the applicant(s) shall further be liable to pay the difference/ shortfall to the promoter.

7. In case applicant(s), at any time, after allotment, requests for the cancellation of the allotment of the said Duplex/ Flat without any fault of the promoter the promoter herein is entitled to forfeit the booking amount paid for allotment. The promoter shall return 50% (fifty percent) of the balance amount paid by the allottee within 45 (forty five) days of such cancellation/ withdrawal and the remaining 50% (fifty percent) of the balance amount of re-allotment of the duplex/ Flat or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re- allotment of the said duplex/ Flat and also display this information on the official website of UP RERA on the date of re- allotment.
8. In case the applicant(s) fails to make payments for two consecutive demands made by the promoter as per the payment schedule in Annexure 2, despite having been issued notice in that regard the applicant(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to Marginal cost of lending rate (MCLR) on home loan of State Bank of India plus 1% unless provided otherwise in the rules. The promoter must not be in default to take this benefit. In case of default by applicant(s) under this condition continues for a period beyond three consecutive months after the notice from the promoter in this regard, the promoter may cancel the allotment of the duplex in favour of the applicant(s) and refund the money paid by the applicant(s) by deducting the booking amount and the interest liabilities and this agreement shall thereupon terminated. The promoter must not be in default to take this benefit. Provided that the promoter shall intimate the applicants about such termination at least thirty days prior to such termination, balance amount if any, will be refunded without interest/ compensation. It is clarified in default case, if part payment is received from applicant(s) such payment will be first adjusted against the interest on delayed payments till date and then against the entire payment due. If after such adjustment there still remain some defaults of more than three months it will be a fit case for cancellation of allotment.
9. All payment by the applicant(s) shall be made to the promoter through demand draft/ cheques drawn upon the scheduled banks in favour of \_\_\_\_\_ payable at Kanpur.
10. The applicant(s) may after obtaining prior written consent of the promoter, assign or transfer his right, title and interest in the said duplex/ Flat under this application and the Definitive Documents to any third person/ entity. The promoter assures the applicant(s) that the said written consent shall not be unreasonably withheld, however the same shall be subject to the payment of transfer/ administrative fee for such assignment/ transfer as may be determined by the promoter from time to time. Such consent / permission shall always be subject to the applicable laws, notifications/ governmental directions. The applicants shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.
11. In the event the applicant(s) is a non resident India (NRI), person of Indian origin (PIO), foreign national of Indian origin (FNIO), overseas citizen of India (OCI) or is otherwise bound to comply with the provisions of Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof along with all notifications, circulars, guidelines etc. issued under the same and as amended from time to time) or with any rules and regulations of Reserve Bank of India or compliance under any other applicable law, governing the actions of such applicant(s) including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the applicant(s) shall provide the promoter with all relevant and required permission, approvals, consents, documents, information, no objection certificate etc. including for remittances beneficiary's account number, bank name and address, swift code etc. as would enable the promoter to lawfully carry out its obligations under the application. The applicant(s) shall have the sole responsibility to duly fulfil all at all times, all or any of the said compliances and to furnish suitable certifications/ consents/ permissions thereof to the promoter and the promoter accepts no responsibility in this regard.
12. All applicable statutory charges, taxes including all government levied taxes and other levies demanded or imposed at any later date by the concerned/ competent authorities shall be payable proportionately by the applicant(s) from the date of booking as per the demand raised by the promoter/competent authority as the case may be.
13. The promoter / association for the purpose of carrying out such maintenance services at the project may employ/ hire a maintenance agency appointed for the said purposes. The applicants shall required to enter into separate maintenance agency in the format provided to him by the promoter, which shall clearly specify the scope, terms and conditions for provisions of maintenance, services in the project.
14. The applicant(s) may, for the purpose of facilitating the payment of the total price obtained financial assistance from banks/ financial institution after obtaining prior written permission from the promoter. Any such arrangement/ agreement shall be entered into by the applicant(s) at his sole cost, expense, liability, risk and consequences. The applicant(s) keep the promoter indemnified from all costs, expenses, injuries, damages etc. which the promoter may suffer for any breach/ default that may be committed by the applicant(s) to the third party (ies)/ bank/ financial institution.
15. The applicant(s) may obtain finance from any financial institution / bank or any other source, but the applicant(s) obligation to purchase the duplex/ flat and pay the amounts payable pursuant to this application and the Definitive Documents is not to be contingent on the applicant(s)' ability or competency to obtain such financing and the applicant(s) will remain bound under this application and the allotment letter whether or not the applicant(s) has been able to obtain financing for the purchase of the said duplex.
16. The promoter shall not be held responsible or liable for not performing or delay in performing any of the obligations as provided in this application or Definitive Documents if such performance is prevented, delayed or hindered due to Force Majeure.
17. Subject to the compliance by the applicant(s) of all the terms and conditions herein and Force Majeure, the promoter shall endeavour to complete the construction of the duplex on or before \_\_\_\_\_. The ready complete common area with all specification, amenities and facilities shall be handed over once the project is completed with completion of all the phases of the project on the said lands.
18. Subject to other terms and conditions herein, in the event the promoter fails or neglects to complete the construction on or before the time specified above and / on such date as may be extended by the mutual consent of the parties, then the promoter shall be liable to pay to the applicant(s), a compensation for the entire period of such delay as prescribed in the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
19. After the promoter has completed the construction of the duplex/ flat and has obtained completion certificate for concerned Block in which the said duplex is located , the promoter shall be entitled to issue a written notice (Possession Notice) requiring the applicant(s) shall within the period of two months from the date of said notice (i) pay the balance of the total price together with any past dues and interest thereon and additional charges (if any) to the promoter (ii) execute the conveyance deed with the promoter, within a period of three months from the said notice in the format prescribed by the promoter/ competent authority and get the same duly stamped and registered with the Sub-Registrar, and (iii) Take over the physical possession of the duplex from the promoter.
20. The applicant(s) understands and acknowledges that the promoter is entitled to complete the project in phases/ parts and it may be so that at the time of issuance of the possession notice, or when the applicant(s) is handed over the possession of the duplex/ flat or when the conveyance deed has been executed in favour of the applicant(s), the common area and facilities including club house, whether in whole or in part may not be complete and fit to be used by the applicant(s). However the same shall be completed on or before obtaining the Occupancy/ Completion Certificate for the entire project from the competent authorities. The applicants hereby expressly agrees, undertakes and declares that he/they has/ have no objection whatsoever to the same and at no point of time the applicant(s) shall raise any objection/ dispute the same.
21. The applicant(s) shall use the duplex/ flat for the residential purposes as per the provisions of the Definitive Documents, declaration and bye laws of the association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the other residents in the project nor for any illegal or immoral purposes.
22. The applicant(s) undertakes to abide by the house rules framed by the promoter/ maintenance agency for the betterment of the entire project.
23. In case of a contradiction between the terms and conditions herein and the Definitive Documents, which the applicant(s) are required to sign and execute on confirmation of the allotment, the terms and conditions of the definitive documents shall survive and supersede.
24. The promoter shall get his complete address registered at the time of booking and it shall be his responsibility to inform by registered A.D. letter about all subsequent changes in his/her/their address.
25. 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 for mailing and which shall for all purpose be considered as served on all the applicants and no separate communication shall be necessary to the other named applicant(s).
26. In case the cheque submitted along with this application is dishonoured then the booking shall stand automatically cancelled without any intimation to the applicant(s).
27. All or any disputes arising out or touching upon or in relation to the terms and conditions of this agreement 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 the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
28. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

Name of the Applicant(s)

Signature of the Applicant(s)

Date:

Place:

