



Ramsaai Real Estate Pvt Ltd.

AN ISO 9001 : 2008 CERTIFIED COMPANY
CP-2/2, Ratankhand, Shardanagar Yojana, Lucknow-226002

APPLICATION FORM SAI MUKUT BAZAAR

Dear Sir,

I/We have examined the Proposed plan of commercial Project named as "SAI MUKUT BAZAAR" proposed to be developed and constructed by "M/s RAMSAAI REAL ESTATE PVT LTD." (herein referred to as "COMPANY") on Plot no. CP-2/2, situated at Ratankhand, Sharda nagar Yojana, Luknow, and having satisfied myself, do hereby apply for allotment for a Commercial Shop/ Office Space therein. I/we agree to abide by the basic terms and conditions attached to this application form and also agree to sign and execute, as and when desired by the company, the allotment letter or the buyer's agreement on the company's format and I/we agree to abide by them. I/we shall accept the specifications of the commercial Space/Shop and agree to pay the sale considerations as agreed upon, Government Levies/Taxes/Maintenance Deposits/ applicable Stamp Duty etc. excluded. I/we here by remit a sum of Rs. _____ (Rupee _____)

_____) vide Bank Draft / Cheque No. _____ Dated _____ Drawn on _____ bank being booking amount for allotment of Commercial Shop/Office Space. I/we clearly understand that this application does not constitute an agreement to sale and I/we don't become entitled to the provisional and/or final allotment of Commercial Space/Shop notwithstanding the fact that the company may have issued a receipt in acknowledgment of money tendered with this application. It is only after I/we sign and execute the allotment letter, Addendum to the allotment letter, and or/such documents as may be required by the company (depending on the option availed) the Allotment shall become final and binding upon the company. If however I/we cancel this application or I/we fail to sign/execute and return Allotment letter/buyer's Agreement within thirty (30) days from its dispatch by the company then the company may at its discretion treat my/our application as cancelled. I/we further agree to pay the installment and additional charges/cost as per the Payment Plan (opted by me/us), as shown in the price list and/or as stipulated /demanded by the company, failing which the application/allotment will be cancelled. My/our particulars are given below * may be recorded for reference and company.

1. Applicant (Sole/First).....

S/W/D of.....

Nationality..... PAN.....

Address (for communication).....

.....

.....

Pin Code..... Telephone No.

Fax No. Mobile No.

E-mail :

Personal Details :

Date of Birth Qualification

Professional Details :

Occupation/Business Name of the Employer/Business

Address of the Employer/Business

Contact No. Annual Income

X

X

AFFIX
LATEST PASSPORT
SIZE
PHOTO GRAPH
FIRST APPLICANT

2. Second Applicant

Name _____

SAWID/ of _____

Nationality _____

PAN _____

Address _____

Pin Code : _____

Telephone No. _____

Fax No. _____

Mobile No. _____

E-mail _____

AFFIX
 LATEST PASSPORT
 SIZE
 PHOTO (8MM)
 SECOND APPLICANT

3. Residential Status

☐ Resident Indian☐ Non Resident Indian

4. Details of unit to be Purchased :

a) Type of Property _____

b) Unit No. _____

c) Floor _____

d) Basic Sale Price _____

e) NOC (Electricity Connection) _____

f) Power Backup _____

g) I.F.M.S. _____

h) Service Tax _____

i) On (d) @ 3.09% _____

ii) On (e & f) @ 12.36% _____

Grand Total : _____

Rs. in words : _____

5. Payment Plan :

☐ Down Payment☐ Construction Link Payment

6. Reference

Name _____

Address & Phone No. _____

7. DECLARATION

"I/we do hereby declare that the above particulars given by me/us are true & correct and nothing has been concealed therefrom. I/we shall be liable and responsible for cancellation of booked unit by the company. If any enclosed documents/information found be forged or faked. Any allotment against this application is subject to terms & conditions attached to this application form and that of the Allotment Letter/Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successors(s) and nominee(s). I/we undertake to inform the company of any change in my/our address or in any other particulars/information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the company shall be deemed to have been received by me/us. I/we have applied for the allotment of the aforesaid Commercial Shop/office/Space 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 Commercial Shop/Office Space and shall not hold the company 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 Commercial Shop/Office Space then I/we shall provide NOC From my/our aforesaid dealer."

Yours faithfully :

X

X

Signature of Applicant (s)

Place _____

Date : _____

FOR OFFICIAL USE ONLY**CHECKLIST**

1. Application Form is completely filled with photographs and duly signed by the Applicant(s)
2. Cheque for booking amount is in proper name and duly signed and dated
3. Self attested copies of PAN card of all the applicants are attached with the form
4. Self attested copy of Passport for all the foreign Nationals of Indian Origin is attached with the form
5. Address Proof and other relevant documents are attached with the form

Remarks (if any)

Application No. :	
Application Status:	
Booking Date:	
Property No:	
Customer ID:	
Booking Mode:	
Entry Type:	

Authorised Signatory

Director Signature

DOWN PAYMENT PLAN

At the time of booking	5%	
Within 45 days from the date of booking	90%	
On offer of possession	5% + IFMS + Other Charges (If any)	
Cash Down Discount	10%	

CONSTRUCTION LINK PAYMENT PLAN

At the time of booking	5%	
Within 45 Days from the date of booking	10%	
Within 90 Days from the date of booking	10%	
On start of excavation	10%	
On start of foundation slab	10%	
On start of Lower ground floor slab	10%	
On start of Upper ground floor slab	10%	
On start of First floor slab	10%	
On start of Second floor slab	10%	
On start of internal electricity & plumbing work	5%	
On start of flooring	5%	
On offer of possession	5% + IFMS + Other Charges (If any)	

Signature of First Applicant

(3)

Signature of Second Applicant

Particulars of Payments/Receipts :

[illegible]

TERMS AND CONDITION

1. I/we have applied for allotment of Commercial Shop/ Office Space (herein after referred to as the "said Unit") in the Commercial Project named as "SAI MAJESTY BAZAAR" ("said Project") proposed to be developed and constructed by M/s RAMSAJI REAL ESTATE PVT. LTD. (hereinafter referred to as the "Company") on Plot No. CP-2/2, Ratanikhand, Shardanagar Yojana, Lucknow.
2. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
3. Before applying for allotment of Unit, I/we have verified the terms/ conditions of provisional allotment and price of the said Unit with other Developers in the vicinity and have fully satisfied myself/ourselves about the terms, conditions, price of the said Unit and nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per prevailing bylaws/guidelines of the Lucknow Development Authority (LDA) or any other concerned authority (hereinafter referred to as "said Authority") and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority and/or other concerned Authorities in this regard to the Company.
4. The allotment of the Unit is entirely at the discretion of the Company. The allotment of the said Unit shall be provisional and shall be confirmed on the issuance of Letter of Allotment or on signing of Buyer's Agreement on the Company's standard format which has been read and understood by me/us.
5. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description of physical condition and usage of the Project and the said Unit (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said Commercial Shop/Office Space.
6. I/we hereby agree and understand that the Unit area provided herein & subsequently in Allotment Letter/ Buyer's Agreement are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our consent for change (decrease/increase) in the area of the said Commercial Shop/Office Space, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Unit, I/we shall pay for the initial 10% of increase in area at the rate of the booking of the said Unit and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded / adjusted (as may be) by the Company to the me/us without my/our protest and demur and without any interest thereon.
7. I/we have examined the plans, designs and specifications of the Unit and have agreed that the Company shall apply for revision of the plan or usage of the Unit or may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Unit.
8. (i) I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of installments of basic cost and allied/additional cost, Govt. levy and taxes etc. including service tax imposed to be enforceable govt. pertaining to the said Unit is the essence of the terms of the booking. I/we agree to make all payments within time as per the terms of Schedule of Payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time and I/we agree that the Company is under no obligation to send demand/ reminders for payments. If I/we fail default in making payment of due amount within stipulated period or my/our tendered cheque or draft got dishonored by my/our banker, then the Company shall have rights mentioned herein below:
 - (a) To keep on abeyance/ suspension of the booking or cancel the allotment of the said Unit and/or.
 - (b) to forfeit/deduct the earnest money together with interest on installments due but unpaid and interest on delayed payments and/or
 - (c) to re-allocate the provisional allotment of the said Unit which includes change in area and location of the said Unit.
- (ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Unit is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
- (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in a manner detailed in this Application Form.
- (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basic Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/ additional cost, then I/we hereby authorize the Company to withdraw such discount/concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. on all outstanding dues from their respective due dates. The payment plan is annexed herewith as Annexure-A.
9. I/we hereby agree that in case of cancellation of booking of the said unit, I/we shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard and amount equivalent to the earnest money shall be deducted as for the cancellation charges.
10. I/we further agree that in case of Additional Discount payment plan, if I/we fail to pay the installments in the promised time frame, then the Additional Discount Payment Plan shall be automatically considered as Time Linked Payment Plan. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 8 and shall have right to withdraw rebates or any other discounts provided in the Additional Discount payment plan of the said Unit.
11. I/we agree to make all payments within time in terms of schedule of payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time without any reminders from the Company through demand drafts/ cheques drawn upon scheduled banks in favour of "RAMSAJI REAL ESTATE PVT. LTD." payable at par. I/we further agree that in case I/we make any payment towards the said Unit from any third party account, then I/we shall ensure that there would be no claim by such third party in the said Unit against the payment made from third party account and I/we further agree that the Company shall not be liable or responsible for any inter se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third party account then I/we hereby agree to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by me/us from third party account.
12. I/we agree that the offer for allotment of the said Unit and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment) shall be subject to the permissions granted by Lucknow Development Authority (LDA) and the usage of the said Unit and construction thereon by the applicant shall be subject to approval of plan of the said Unit by the Competent Authority as per zoning conditions, rules and regulations of Lucknow Development Authority (LDA) and shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usage in the said Unit. The I/we further agree that irrespective of the size of the Unit to be allotted through Buyer's Agreement, I/we can only be entitled to construct the building thereon only in the area approved in zoning plan. If the concerned Authority may impose the certain restriction/ permission towards built up area on the said Unit, in such eventuality I/we shall be liable to comply with such restriction/ permission to its fullest extent.
13. Assignment of allotment of the Unit by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Unit shall be reckoned with effect from the date of assignment of allotment right in the said Unit in favor of my/ our Assignee(s).

Signature of Applicant(s)

Name of Applicant

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2.

14. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that Service tax (if applicable) shall be payable in accordance with his opted payment plan for payment of sale consideration of the said Unit. If I/we fail to disburse the installment along with applicable Service tax of the sale consideration of the said Unit in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments along with due service tax along with interest calculated @ 18 % per month (or, as applicable).
15. I/we hereby agree to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Buyer(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the Unit is physically occupied by me/us or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Buyer(s) hereby authorizes the Company to consider/ treat the aforesaid interest free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further the I/we hereby agree and authorize the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and I/we hereby agree that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, I/we hereby agree to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, I/we hereby agree to pay maintenance charges along with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle me/ us to the enjoyment of common services including electricity, water etc.
16. In case at any time the Company hands over the Maintenance Services of the Project to the Social/ Association I/we hereby agree to join the same. Further the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Buyer(s) to such RWA/ Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s) on account of the same.
17. I/we have NR/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.
18. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Unit may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the prerequisite/condition precedent of the allotment of the said Unit and I/we hereby agree to pay the sale consideration of the aforesaid Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
19. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
20. The Company shall endeavor to give possession of the Unit to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by me/us.
21. I/we shall before taking possession of the Unit, must clear all the dues towards the Unit and have the Conveyance Deed for the said Unit executed in my/our favor by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses and shall use/ cause to be used the said Unit for designated residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Unit and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting therefrom.
22. I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Unit to me/us.
23. Detailed terms and conditions shall form part of the Allotment Letter/Buyer's Agreement which the applicant shall execute as and when required by the Company.
24. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be his responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. I/we hereby agree that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.
25. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter/ Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Buyers Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Buyer(s) agreement in this regard.
26. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
27. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned herein above shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
28. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Unit) including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through the court of law subject to the jurisdiction of Lucknow court only.

DECLARATION:

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 and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/we further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Unit in relation to the said Unit.

Name of Applicant

Signature of Applicant(s)

1.

1.

2.

2.