

APPLICATION FORM

AGASTYA'S AVENUE

KH. No. 2120, Village: Jait, District: Mathura

JANAM BHUMI IRON PRIVATE LIMITED

Registered Office: 55, 2nd Floor, Lane-2, Westend Marg, Saidullajab,

Near Saket Metro Station, Gadaipur, Southwest Delhi - 110030

Email: janambhumiron@gmail.com

Website: www.janambhumi.in

**APPLICATION FORM FOR ALLOTMENT OF A PLOT IN
AGASTYA'S AVENUE PROJECT, MATHURA, UTTAR PRADESH**

To

JANAM BHUMI IRON PRIVATE LIMITED
55, 2nd Floor, Lane-2, Westend Marg,
Saidullajab, Near Saket Metro Station,
Gadaipur, Southwest Delhi - 110030

Date: _____

Dear Sir/Madam

Subject: Application for Allotment of Plot in Agastya's Avenue, Mathura.

I/WE ("Applicant") wish to apply for the allotment of Plot being Plot No. _____ of the AGASTYA'S AVENUE Project, MATHURA, Uttar Pradesh, having Area (defined hereinafter) of _____ square meters (herein after referred to as "Plot"), being constructed by Ms. JANAM BHUMI IRON PRIVATE LIMITED, as per tentative Plot layout plan, enclosed heretoas **Annexure-I**.

I/WE remit herewith a sum of Rs. _____ (Rupees
_____ only) as
application amount towards allotment of the Plot at AGASTYA'S AVENUE, Mathura.

My/Our personal details and details of Plot unit applied by me/ us for allotment are enclosed with the application in **Annexure-II**. My/Our undertakings for the purpose of application for allotment of the Plot are enclosed herewith as **Annexure-III**.

I/We have read and understood all the Standard Terms and Conditions of Allotment, enclosed with this Application as **Annexure-IV**, which are an integral part of this Application and accept and I/We agree to abide by all the Standard Terms and Conditions of Allotment.

All the annexures herein are a part of this Application Form and are incorporated herein by way of reference.

Yours faithfully,

Signature of Applicant 1

Signature of Applicant 2

Name:

Name:

Date _____

Date _____

Signature of Applicant 3

Signature of Applicant 4

Name:

Name:

Date _____

Date _____

ANNEXURE-I

Plot Layout Plan

ANNEXURE II

Details of the Applicant

Please Note: Application Form must be completed in full in BLOCK LETTERS in English language. Application Form, which is not complete in every respect, as given herein the following pages, is liable to be rejected. Application Form with any cutting overwriting, not authenticated properly by the Applicant are liable for rejection. **Please enclose a copy of the PAN card and an Address Proof of each Applicant.**

**Please affix a
recent passport
size
photograph
here**

1. DETAILS OF THE APPLICANT

SOLE FIRST APPLICANT

Mr. Mrs. Ms. Dr. M/s. _____

Authorized Representative (in case non-individual applicants) _____
_____, authorized vide _____
_____, dated _____

S/W/D of _____

Nationality _____ Age _____ years

Profession _____

Residential Status: Resident Foreign National of Indian Origin (NRI PIO) Non-Resident

Date of Birth _____

Income Tax Permanent Account No. (PAN) _____

Ward Circle Special range and place were assessed to Income Tax

Permanent Address: _____

_____ Pin Code _____

Correspondence Address: _____

_____ Pin Code _____

Tel. No. _____ (Residence) _____ (Plot)

Mobile No. _____

Fax No. _____

Email _____

Signature

**Please affix a
recent passport
size
photograph
here**

SECOND APPLICANTCO-APPLICANT

Mr. Mrs. Ms. Dr. M/s. _____

Authorized Representative (in case non-individual applicants) _____
_____, authorized vide _____
_____, dated _____

S/W/D of _____

Nationality _____ Age _____ years

Profession _____

Residential Status: Resident Foreign National of Indian Origin (NRI PIO) Non-Resident

Date of Birth _____

Income Tax Permanent Account No. (PAN) _____

Ward Circle Special range and place were assessed to Income Tax

Permanent Address: _____

_____ Pin Code _____

Correspondence Address: _____

_____ Pin Code _____

Tel. No. _____ (Residence) _____ (Plot)

Mobile No. _____

Fax No. _____

Email _____

Signature

THIRD APPLICANTCO-APPLICANT

**Please affix a
recent
passport size
photograph
here**

Mr. Mrs. Ms. Dr. M/s. _____

Authorized Representative (in case non-individual applicants) _____
_____, authorized vide _____
_____, dated _____

S/W/D of _____

Nationality _____ Age _____ years

Profession _____

Residential Status: Resident Foreign National of Indian Origin (NRI PIO) Non-Resident

Date of Birth _____

Income Tax Permanent Account No. (PAN) _____

Ward Circle Special range and place were assessed to Income Tax

Permanent Address: _____

_____ Pin Code _____

Correspondence Address: _____

_____ Pin Code _____

Tel. No. _____ (Residence) _____ (Plot)

Mobile No. _____

Fax No. _____

Email _____

Signature

**Please affix a
recent
passport size
photograph
here**

FOURTH APPLICANTCO-APPLICANT

Mr. Mrs. Ms. Dr. M/s. _____

Authorized Representative (in case non-individual applicants) _____
_____, authorized vide _____
_____, dated _____

S/W/D of _____

Nationality _____ Age _____ years

Profession _____

Residential Status: Resident Foreign National of Indian Origin (NRI PIO) Non-Resident

Date of Birth _____

Income Tax Permanent Account No. (PAN) _____

Ward Circle Special range and place were assessed to Income Tax

Permanent Address: _____

_____ Pin Code _____

Correspondence Address: _____

_____ Pin Code _____

Tel. No. _____ (Residence) _____ (Plot)

Mobile No. _____

Fax No. _____

Email _____

Signature

2. DETAILS OF THE PLOT APPLIED FOR

Plot No. _____

Area: _____ Square Meters.

Dimensions: i) Width _____ feet (_____ Mtr.)

ii) Depth _____ feet (_____ Mtr.)

PBIC (Power Backup Installation Charges) _____ Per KW

Dual Meter Charges, Electrical Connection Charges & Electrical Deposit Charges _____

Optional Mechanical Dual Parking _____

IFMS (Interest Free Maintenance Security) _____

Flooring _____ Other Details _____

Arrears If Any (As Per Actual At The Time Of 'Offer For Possession')

3. PAYMENT OF APPLICATION AMOUNT

The following are the details of the payment of the Application Amount:

Demand Draft/Cheque No. _____

Date of the Demand Draft/Cheque _____

Name of the Bank _____

Amount _____

Amount (in words) _____

4. DESCRIPTION OF CONSIDERATION

Basic Sale Price (BSP)	Rs. _____ (in numbers) Rupees _____ _____ (in words) @ Rs. _____ per Square Meter of Area.
Preferential Location Charges (PLC)	Rs. _____ (in numbers) Rupees _____ _____ (in words) @ Rs. _____ per Square Meter of Area.
Electricity Connection Charge System Loading Charges	Rs. _____ (in numbers) Rupees _____ _____ (in words) @ Rs. _____ per KW. Rs. _____ (in numbers) Rupees _____ _____ (in words) @ Rs. _____ per KW.

<p>Security Deposit (for electric connection)</p> <p>Meter Charges</p>	<p>Rs. _____ (in numbers) Rupees _____ _____ (in words) @ Rs. _____ per KW</p> <p>Rs. _____ (in numbers) Rupees _____ _____ (in words)</p>
<p>Power back-up Installation Charges</p>	<p>Rs. _____ (in numbers) Rupees _____ _____ (in words) @ Rs. _____ per KW</p>
<p>Other Charges (if any)</p>	<p>(1) Description: _____ _____ _____ Charges: Rs. _____ (in numbers) Rupees _____ _____ (in words) @ Rs. _____ per _____.</p> <p>(2) Description: _____ _____ _____ Charges: Rs. _____ (in numbers) Rupees _____ _____ (in words) @ Rs. _____ per _____.</p>
<p>Total Agreed Consideration (excluding taxes)</p>	<p>Rs. _____ (in numbers) Rupees _____ _____ (in words)</p> <p>Plus: (1) Electricity Connection & System Loading Charges, (2) Security Deposit (for electric connection), (3) Meter Charges, (4) Power back-up Installation Charges, (5) Interest Free Maintenance Security (6) Other Charges (if any), at actual rates as determined by Developer at any time prior to the execution of Indenture of Conveyance and payable by the Allottee.</p>

Application Amount (excluding taxes)	Rs. _____ (in numbers) Rupees _____ (in words)
Application Earnest Money (10% of Application Money)	Rs. _____ (in numbers) Rupees _____ (in words)
Earnest Money (10% of Basic Sale Price)	Rs. _____ (in numbers) Rupees _____ (in words)

5. INTEREST FREE MAINTENANCE SECURITY

The interest free maintenance security is payable by the Applicant as per the agreed payment schedule shall be Rs. _____ (in numbers)

Rupees _____ (in words)

@ Rs. _____ per Square Meter of Area.

6. PAYMENT PLAN OPTIONS

Down Payment Plan ()

Construction Linked Payment Plan ()

Time Linked Payment Plan ()

Note: Payments shall be made only through Ac Payee Local Cheque(s) Demand Draft(s) drawn in favour of “**JANAM BHUMI IRON PRIVATE LIMITED**” payable at Mathura.

SCHEDULE OF PAYMENT

7. BROKER DETAILS (IF ANY):

Name: _____

Address: _____

_____ Pin Code _____

(Signature of the Broker with Stamp)

Signature of Applicant 1

Signature of Applicant 2

Name:

Name:

Date _____

Date _____

Signature of Applicant 3

Signature of Applicant 4

Name:

Name:

Date _____

Date _____

ANNEXURE III

UNDERTAKINGS

1. I/WE undertake to abide by the terms and conditions of allotment as laid down in the Standard Terms and Conditions enclosed with the application as Annexure IV and as prescribed from time to time by JANAM BHUMI IRON PRIVATE LIMITED (“**Developer**”), failing which this application shall be treated as cancelled and Application Earnest Money paid by me/us shall stand forfeited in favour of the Developer.
2. In the event of the Developer agreeing to allot the Plot to me/us, I/WE agree to pay further installments of the Total Agreed Consideration and all other dues as stipulated in the application the payment plan or as may be varied in accordance with the Standard Terms and Conditions failing which the Agreement To Sale shall be treated as cancelled and Earnest Money paid by me/us shall stand forfeited in favour of the Developer.
3. I/WE have clearly understood that notwithstanding the fact that the Developer may have issued an acknowledgment of having received application amount Earnest Money, I/WE do not become entitled or can claim any right of allotment of the Plot.
4. I/WE are aware that Developer is seized and possessed of the commercial plot of land situated at Kh.No. 2120, Village: Jait, District: Mathura Uttar Pradesh, measuring in aggregate approx. 17090 square meters.
5. I/WE have seen and understood the scheme of development, tentative plans and other documents relating to AGASTYA’S AVENUE Project and I/WE also agree to abide by all the terms and conditions of any statutory or civic authority to which the Developer and consequently the Applicant, is subject to, now or in future, or any other condition which the Developer may prescribe.
6. I/WE agree & undertake to pay further installments, charges and all amounts payable by me/us to the Developer, without any formal demand by the Developer in accordance with the schedule of payments agreed between myself us and the Developer (including maintenance deposit advance charges and other charge as may be prescribed by the Developer Maintenance Agency) or as mentioned in the agreement to sale, to be issued by the Developer accepting my/our candidature for allotment.
7. I/WE undertake that I/WE shall execute the instrument for transfer of rights, title and interest in the Plot from the Developer in my/ our favour in the form, substance and manner and within such period as prescribed by the Developer and the same shall be got registered if required by law.
8. I/WE the Applicant(s) do hereby declare that my/our application for allotment of the Plot to the Developer is irrevocable unless so desired by the Developer and that the above particulars information given by me/us are true and correct to the best of my/our knowledge and nothing has been concealed there from.
9. I/WE authorize the Developer to contact me/us through phone, email, ordinary mail, SMS or any other form of communication.

10. I/WE hereby declare that I/WE have the capacity, authority and all applicable approvals for buying and holding the Plot in my our name(s).

Yours faithfully,

Signature of Applicant 1

Signature of Applicant 2

Name:

Name:

Date _____

Date _____

Signature of Applicant 3

Signature of Applicant 4

Name:

Name:

Date _____

Date _____

ANNEXURE IV

STANDARD TERMS AND CONDITIONS FOR ALLOTMENT OF A PLOT AT AGASTYA'S AVENUE, MATHURA

The conditions mentioned herein below form a part of the Application Form. The application merely represents the Applicant's intention to purchase the Applied Plot and shall not construe any acceptance of the application by the Developer.

1. SCOPE OF THESE STANDARD TERMS & CONDITIONS

- 1.1 These are the preliminary Standard Terms and Conditions governing the Application by the Applicant for allotment of the Applied Plot and Allotment of the Applied Plot by the Developer to the Applicant. Mere acceptance of these Standard Terms & Conditions do not vest any right, title and interest in the Applied Plot to the Applicant/Allottee or any other Person.
- 1.2 The Allotment of the Applied Plot on the basis of the Application is solely and entirely at the discretion of the Developer and the Developer has a right to reject any application without assigning any reason thereof.
- 1.3 The detailed terms of the Allotment of the Applied Plot by the Developer to the Applicant shall be contained in the Agreement To Sale to be executed between the Allottee and the Developer at the time of Allotment. The Agreement To Sale shall govern the terms and conditions between the Parties regarding the Allotment of the Applied Plot to the Applicant by the Developer.
- 1.4 The detailed terms of the transfer of the Allotted Plot shall be based on the definitive legal document for the transfer of property being the Indenture of Conveyance and shall include the entire understanding between the Parties relating to the conveyance of the Allotted Plot to the Applicant/Allottee. The Applicant Allottee shall have no right, title or interest whatsoever on the Allotted Plot either during its construction or after its completion till the execution of Indenture of conveyance by the Developer in favour of the Applicant/Allottee.
- 1.5 The Indenture of Conveyance shall be executed only after the entire Consideration amount has been received from the Applicant/Allottee along with other applicable duties, charges and other payments etc., as due in accordance with the Agreement To Sale and the construction of the Allotted Plot is complete in all respects and subject to the Applicant/Allottee complying with all the provisions hereof and the Agreement To Sale.

2. OBLIGATIONS OF THE APPLICANT ALLOTTEE

- 2.1 Prior to taking possession of the Allotted Plot, the Applicant Allottee shall enter into a separate Maintenance Agreement with the Developer and/or the Maintenance Agency, in the form & substance and within such period as prescribed by the Developer, for the maintenance of Common Areas.
- 2.2 The timely payment of Consideration and other dues, as more particularly described in the Application Form, these Standard Terms and Conditions, are an essential prerequisite to the execution of the Indenture of Conveyance. The Allottee hereby

agrees and understands that notwithstanding anything stated hereinabove, failure of the Allottee to comply with the terms of payment of the Consideration and other dues shall entitle the Developer to terminate the Allotment, refuse execution of the Indenture of Conveyance and appropriate the Earnest Money.

- 2.3 The Allottee shall pay, as and when required under applicable Law or demanded by the Developer, the stamp duty, registration charges and all other legal, incidental expenses for execution and registration of the Indenture of Conveyance.
- 2.4 If on account of any Law, the Developer is prevented from completing the construction of the Allotted Plot, or if the Developer is prevented from delivering possession thereof to the Allottee, on account of any action by any third party, or Governmental Authority, then it is in the sole and entire discretion of the Developer to challenge the validity, applicability and or the efficacy of such Law and challenge the action by the third party. In case the Developer decides to challenge the applicability and or the efficacy of such Law and or challenge the action by the third party, the Earnest Money and other advance payments made to the Developer cannot be withdrawn or claimed from the Developer till the final determination of the said challenge. In the event of the Developer being successful in the said case, the Allottee shall be entitled to execution of an Indenture of Conveyance as provided herein and delivery and possession of the Allotted Plot in accordance with the terms herein. In the event the Developer is unsuccessful in the said challenge, and the impugned Law is not varied or altered, resulting in a legal impediment for delivery of the possession or transfer of title to the Allotted Plot, the Developer shall upon the judgment becoming final, absolute and binding upon the Developer, pay to the Applicant/Allottee, the amount of Earnest Money and other payment as had been received from the Applicant/Allottee, without any interest or compensation whatsoever, within such time and in such manner as may be decided by the Developer which shall be final and binding. The Developer shall not be required to refund amounts received by the Developer as taxes which it has already paid deposited or are payable by it to the concerned authorities.
- 2.5 In case any new taxes duties charges are levied by the Government or any other Governmental Authority, the proportionate increase in Consideration charges in respect thereof shall also be payable on demand by the Applicant/Allottee.

3. REPRESENTATIONS AND WARRANTIES OF THE APPLICANT

- 3.1 The Applicant has applied for Allotment of the Applied Plot after satisfying itself that it has understood and appreciated the content and the implications of the laws applicable to Project and the Allotted Plot.
- 3.2 The Applicant has inspected the site, the plans, ownership records and other documents relating to the title and all other details of the Allotted Plot that the Applicant considers relevant for the transaction contemplated herein. The Applicant has satisfied himself herself about the right, title and capacity of the Developer to deal with the Allotted Plot and Project and has understood all the limitations and obligations thereof.

4. DISPUTE RESOLUTION

4.1 Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Developer and the Applicant. In the event of disputes, claim and or differences not being amicably resolved, such disputes shall be finally resolved by a sole arbitrator appointed mutually by the parties. The proceedings of the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of the arbitration shall be Mathura, Uttar Pradesh, India. All arbitrations proceedings shall be conducted in English.

4.2 The Application shall be governed and interpreted by and construed in accordance with the Laws of India and subject to the provisions of Clause 4.1 hereof, the Courts at Mathura, Uttar Pradesh, India shall have jurisdiction over all matters arising out of or relating to this Application.

I/WE hereby irrevocably accept and agree to abide by the aforesaid Standard Terms & Conditions.

Signature of Applicant 1

Signature of Applicant 2

Name:

Name:

Date _____

Date _____

Signature of Applicant 3

Signature of Applicant 4

Name:

Name:

Date _____

Date _____