

APPLICATION FORM FOR FLAT / PLOT

Dear Sir / Madam,

I/we express my / our interest that one Residential Flat / Plot be allotted in my / our name in your project
"SRISHTI RAJKALPANA", GINWALTOLI, Kanpur.

I/we have read, understood and accepted the terms and conditions attached with this application form and shall abide by the same. I/We further agree to sign and execute, as and when desired by the Developer, the Agreement further as per Developer's Format.

1- **Applicant (1st)**

Father / Husband name

Address.....

.....Pin Code

Contact Nos. E-mail

PAN No. : (copy enclosed), Address Proof enclosed

Applicant (2nd)

Father / Husband name

Address (for communication) Pin Code.....

Contact Nos. E-mail

PAN No. : (copy enclosed), Address Proof enclosed.....

2. Name of NomineeRelation

Address

In case of minor nominee, name of Guardian / Father (as per the relevant law of succession)

Address Relation

3. Flat No. : at.

Floor, at Tower No. Sq.ft. Sq.mtr.

Super Built-up Area : Sq.ft. Sq.mtr.

Covered Area sold

Car parking (covered / Open)

4. Plot No. Area of Plot Sq.Yards.)

Area of Plot (Sq.mtr)

I/We remit herewith a sum of Rs.

(Rupees

.....only) by Demand Draft / Cheque No.

Dated

Drawn onin favour of **ACP DEVELOPERS LLP**,

towards booking amount for above mentioned Flat / Plot

I/We, the undersigned do hereby declare that the above mentioned particulars given by me/us are true and correct and I/we agree to pay further installments the sale price and other charges /Govt. Taxes as stipulated by the Developer.

Yours faithfully

Place :

Signature of Applicant :

Date :

Signature of Co-Applicant :

TERMS & CONDITIONS FOR ALLOTMENT OF TOWER - A /

1. **PAC.P DEVELOPERS LLP** shall hereinafter be called Promoters / Developers firm.
2. The Applicant(s) has/have expressed his/her/their interest for reservation of a Residential Flat / Plot in proposed group housing project "SRISHTI RAJKALPANA " with full knowledge and subject to all the laws/notifications and rules applicable in general and Group housing projects in particular which have been explained by the promoter/developer and understood by him/her/them. The applicant(s) has/have clearly understood that, this application is purely tentative does not constitute an allotment and he/she/they do not become entitled to the allotment of Flat / Plot notwithstanding the fact that the Promoters / Developers firm may have issued a receipt in acknowledgement of the money tendered with this application.
3. The applicant(s) has/have satisfied himself/herself/themselves about the nature of rights, interest and ownership title of the promoter/developer in the land on which the said Flat/Plot is proposed to be constructed/developed. The applicant(s) has/have agreed that there will not be any further investigation or objection by him/her/them in this respect.
4. The applicant(s) has/have seen, understood and agreed with the layout plan, designs, specifications which are tentative and are kept at the promoters/developer's Administrative Office, and agree(s) that the promoters/developer may make variations, additions alterations and modifications therein as it may as its sole discretion deem fit and proper or may be done by any competent authority and the applicant(s) hereby gives his/her/their consent to such variations, additions, alterations modifications. The applicant(s) agrees that he shall / they shall not make any change in the front elevation in case of Flat / plot.
5. The applicant(s) has/have also seen the specification of the material to be used in the construction of the Residential Flats/Plots as set out in the brochure which are also tentative and the promoter/developer may make such variation and modifications therein as it may, at its sole discretion, deem fit and proper or as may be done by any competent authority and the applicant(s) hereby gives his/her/their consent to such variations and modifications.
6. The promoters/developer shall have right to effect suitable and necessary alterations in the layout plan of the building or block of buildings, or payments plan of blocks, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of the Flat, change in block/building /floor, change in number of flat, change in dimensions or change in its area, construction of additional Tower/block and raising of additional floors on towers.
7. To implement any or all of the above changes, supplementary agreement(s) or changes by exchange of letters, if necessary will be executed. If there is any increase/decrease in the areas. The rate per square feet and other charges will be applicable to the changed area at the same rate at which flat was booked. Final adjustment will be made at the time of possession. If for any reason the promoters/developer is not in a position to allot the property applied for, the promoters/developer shall refund the amount deposited with simple interest @12% for the period the amount remained with the promoters/developer. Proportionate undivided share of land in case of flat shall worked out, as per maximum/achievable FAR, for which applicant/allottee shall have no objection .
8. After allotment of the Flat / Plot by promoters/developer, an Agreement shall be executed between the promoters/developer, if necessary as per developer's format.
9. The expenses for stamp duty etc for execution of any legal document such as agreement, sale deed, and legal fee and other miscellaneous charges etc shall be borne by the applicant(s) / allottee(s). Promotor / Builder shall have no concern with the stamp duty.
10. In addition the applicant(s) hereby agree(s) to pay all statutory charges, taxes, service tax and other levies/duties including any incidence of enhancement therein demanded or imposed by the concerned authorities/Govt., if any or taxes of all and any kind by whatever name called whether levied or leviable presently or in future or with retrospective effect as the case may be from the date of this application shall be payable by the applicant(s) from the date of booking prior to the execution of the sale deed in this regard. If such charges are levied or increased (including with retrospect effect) after the sale deed has been executed then these charges shall be treated as unpaid sale consideration and the Promoters / Developers firm shall have lien on the flat for the recovery of such charges from the applicant(s) and the applicant(s) agree(s) to pay the same either directly to the concerned authorities or if paid by the Promoters / Developers firm, reimburse the same to the Promoters / Developers firm on pro-rata basis on demand being raised by the Promoters / Developers firm on him/her/them in this regard.
11. Punctual payment of installments is the essence of the contract. It is necessary on the part of the applicants(s) to comply with the terms of payments and other terms and conditions of sale, failing which the applicant shall have to pay simple interest @1.5% per month for the period of delay.

Signature of the Applicant

Signature of Co-Applicant

12. The applicant(s) shall get his complete address registered with the Promoters / Developers firm at the time of booking and it shall be his responsibility to inform the Promoter /developer about all subsequent changes, if any in his address. In case the applicant(s) is residing outside India, he shall be solely responsible to comply with the necessary formalities of Foreign Exchange Management Act, 1999 and other applicable laws, remittance of payment and required declarations as prescribed in law.
13. The applicant(s) shall not put any name or sign, publicity or advertisement material, hanging of clothes etc. on the external façade of the building or common area. The applicant(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation.
14. The Promoter /developer shall endeavor to give the possession of the flat of the applicant(s) within committed period subject to force major circumstances and on all receipt of payments as per plan from the date of booking and on receipt of complete payment of the basic sale price and additional charges due and payable up to the date of possession according to the payments plan applicable. The Promoter /developer on completion of the construction shall issue final call notice to the applicant(s), who shall within 30 days thereof, remit all dues and take possession of the flat. In the event of his failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted flat and shall bear all maintenance charges and any other levies on account of the allotted flat, formation of Society will be at the desecration of promoter /Developer, however, maintenance will be the responsibility of promoter/Developer, till the rights are not handed over to the Society, by Developer, after completion of whole project, all phases. The allottee(s) undertakes to abide by the terms & conditions of the maintenance agency.
15. The applicant(s) agree(s) that the sale of the flat is subject to force major clause, or for any other reason beyond the control of the Promoter /developer and in any of the event the Promoter /developer shall be entitled to a reasonable corresponding extension of the time for delivery or possession of the said premises.
16. In case of delay in possession of the flat due to reasons not mentioned in clause no 14 and 15 the Promoter /developer shall pay delay charges @ Rs. 5/- per Sq.ft. per month.
Period of delay will be counted two years from the date of allotment in Tower A and two and half year for Tower B after Six month grace period. Thus delayed charges will become payable for delayed period after two and half years from the date of allotment in case of Tower A and three years for Tower B from the date of allotment.
17. In case the Applicant(s), at any time, desires for cancellation / surrender of the allotment, it may be agreed to, though in such a case 10% of the sale price of the unit, shall be forfeited and the balance, if any, after deducting there from all charges/dues etc. shall be refunded without any interest.
18. In case of default and / or breach of any of the covenants by the Applicant(s) the Promoter /developer reserves its right to cancel the allotment at any time. In such an event the Applicant(s) shall be refunded the advance money / or installments paid till then after deducting there from 10% of the Sale price of the unit and all the dues, if any, payable to the Promoter /developer by the Applicant(s).
19. The allotment of the flat/plot is entirely at the discretion of the Promoter /developer and the Promoter /developer has right to reject any offer without assigning any reason thereof. It is agreed the possession of flat /plot shall not be given by the promoter to the applicant(s) before all payments/dues are cleared by the applicant(s). It is also agreed that resale of plot may only be executed after obtaining NOC from the Promoter / Developer firm.
20. In case there are joint applicant(s) all communication shall be sent by the Promoter /developer to the applicant(s) whose name appears first and at the address given by him/her/them which shall for all, purposes be considered served on all the applicant(s) and no separate communications shall be necessary to the other named applicant(s).
21. All the disputes including all matter shall be subject to sole arbitration of the nominee of the promoter/developer whose award shall be final and binding on both the parties. All expenses including arbitrator's fee shall be borne by the applicant(s). **That in case of any litigation regarding ownership/title of land, Allottee will be entitled to recover their deposited amount along-with interest @12% p.a.** All proceedings shall be subject to jurisdiction of Kanpur Nagar Court.

I/We, the applicant(s) have read and fully understood the above mentioned terms and conditions and agree to abide by the same.

Date :

Signature of the Applicant :

Place :

Signature of the Co-applicant :