

**APPLICATION FOR ALLOTMENT**

**APPLICATION FOR ALLOTMENT OF A PLOT IN RAMA SINGHAL ENCLAVE, VILL. MANDIYA NADARBAG,  
KHASRA NO. 444/1, TEHSIL SADAR, DISTT. RAMPUR, UTTAR PRADESH**

To,

Rama Singhal Enclave

444/1, Mandiya Nadar Bag

Tehsil Sadar, Civil Lines

Rampur- 244901

Uttar Pradesh

(here in after referred to as the **"Seller"**)

Dear Sir(s),

I/We request that I/we may be allotted a plot (hereinafter referred to as the "Said Plot" in this Application) in Rama Singhal Enclave, a scheme located in Village, Mandiya Nadar Bag, Tehsil Sadar, Distt. Rampur, Uttar Pradesh (hereinafter referred to as the **"Said Scheme"** in this Application) to enable

me/us to use the plot as permitted by the competent authorities thereon and I/we agree to pay the Total Price for the plot as per the Payment Plan opted by me/us as given in Annexure-1 attached with this Application.

I/We remit herewith a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ as booking amount as stated in the Scheme's Payment Plan. I/We hereby confirm that the afforested booking amount shall be treated by the Sellers the Earnest Money.

It has been explained to me/us and it is understood by me/us that any allotment of a plot in the Said Scheme will be based on the condition that the Said Plot that may be allotted to me/us is not transferable or assignable or eligible for nomination for a period of Six (06) months from the date of execution of the Allotment Letter and shall be subject to the payment of monies due and payable by me/us as stated in the Payment Plan.

I/We fully agree with the above condition as I/we understand that this condition is made to reduce speculation in the plots and is in the best interest of the habitants in the Said Scheme and to make the plots available to a wide section of the population for their habitation.

X \_\_\_\_\_  
Sole/First Applicant

X \_\_\_\_\_  
(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

**My/Our particulars are given below for your reference and record:**

**SOLE OR FIRST APPLICANT**

Title            Mr.            Mrs.            M/s.  
Name \_\_\_\_\_  
Son/Daughter/Wife of \_\_\_\_\_  
Nationality \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Profession \_\_\_\_\_



Residential Status: Resident/Non-Resident/Foreign National of Indian Origin \_\_\_\_\_  
Income Tax Permanent Account No. \_\_\_\_\_  
Ward / Circle / Special Range and place where assessed to income tax \_\_\_\_\_  
Permanent Address (please attach proof as per checklist) \_\_\_\_\_  
\_\_\_\_\_  
Res Tel No. \_\_\_\_\_ Off Tel No. \_\_\_\_\_  
Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_  
E-mail ID: \_\_\_\_\_

**SECOND APPLICANT**

Title   Mr.            Mrs.            M/s.  
Name \_\_\_\_\_  
Son/Daughter/Wife of \_\_\_\_\_  
Nationality \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Profession \_\_\_\_\_



Residential Status: Resident/Non-Resident/Foreign National of Indian Origin \_\_\_\_\_  
Income Tax Permanent Account No. \_\_\_\_\_  
Ward / Circle / Special Range and place where assessed to income tax \_\_\_\_\_  
Permanent Address (please attach proof as per checklist) \_\_\_\_\_  
\_\_\_\_\_  
Res Tel No. \_\_\_\_\_ Off Tel No. \_\_\_\_\_  
Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_  
E-mail ID: \_\_\_\_\_

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Sole/First Applicant

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(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

**THIRD APPLICANT**

Title            Mr.            Mrs.            M/s.

Name \_\_\_\_\_

Son/Daughter/Wife of \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ Years \_\_\_\_\_

Profession \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin \_\_\_\_\_

Income Tax Permanent Account No. \_\_\_\_\_

Ward / Circle / Special Range and place where assessed to income tax \_\_\_\_\_

Office Address \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Residential Address \_\_\_\_\_

Tel No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

E-mail ID: \_\_\_\_\_

\*\*M/s. a partnership firm duly registered under the Indian Partnership Act 1932, through its duly authorised partner Shri/Smt. \_\_\_\_\_ PAN No.: \_\_\_\_\_

OR

\*\* \_\_\_\_\_ a Company registered under the Companies Act, 1956, having corporate identification no. \_\_\_\_\_ and having its registered office at \_\_\_\_\_ through its duly authorized signatory Shri/Smt. \_\_\_\_\_ authorized by Board resolution dated \_\_\_\_\_ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required), having PAN No.: \_\_\_\_\_

**PARTICULARS OF PLOT REQUESTED**

Plot Area : \_\_\_\_\_ sq. mtr. / sq.ft. Plot No. \_\_\_\_\_

Basic Sale Price (BSP): Rs /-Per Sq. mtr \_\_\_\_\_ Total BSP: RS. /-(Rupees only)

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Sole/First Applicant

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(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

Please Affix Your  
Photograph Here



**Hindu Undivided Family**

- Copy of PAN Card of HUF

**NRI/ Foreign National of Indian Origin:**

- Copy of the Individuals Passport
- In case of Demand Draft (DD) the confirmation from the banker stating that the DD has been Prepared from the proceeds of NRE/NRO account of the Applicant
- In case of cheque all payments should be received from the NRE/NRO/FCNR account of the Customer only or foreign exchange remittance from abroad and not from the account of any third party

**FOR OFFICE USE ONLY**

RECEIVING OFFICER: Name \_\_\_\_\_ Signature \_\_\_\_\_

ACCEPTED / REJECTED

Plot Allotted: No. \_\_\_\_\_

Plot Area \_\_\_\_\_ sq. mtr./ sq.ft.(approx.)

PAYMENT PLAN: Down Payment Plan /Installment Payment Plan

Basic Sale Price: \_\_\_\_\_ Rs. per sq. mtr / sq.ft.

Total BSP:Rs \_\_\_\_\_

Payment received vide cheque /DD/\_\_\_\_\_ No.\_\_\_\_\_ dated \_\_\_\_\_ for Rs.\_\_\_\_\_ out of NRE/NRO/FC/SB/CUR/CA \_\_\_\_\_ Acct

Booking receipt no. \_\_\_\_\_ dated

**BOOKING: DIRECT/BROKER**

Broker's Name & Address, Stamp with Signature:

\_\_\_\_\_  
Date \_\_\_\_\_ Place \_\_\_\_\_ Signature \_\_\_\_\_

**Terms & Conditions:**

1. The Applicant(s) shall make all payments by A/c Payee cheque(s)/Demand Draft(s) payable at **Rampur** or Mumbai drawn in favour of **Poonam Singhal & Naresh Kumar Singhal**
2. The Said Scheme is proposed to be set up in accordance with the terms and conditions of the said Licence(s) and the layout plan presently approved and/or as may be approved / modified / amended in future by the Competent Authority.
3. The Seller plans to be carrying out extensive developmental/construction activities for many years in future in the entire area falling inside/ outside the Said Scheme, in which the Said Plot is located and

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Sole/First Applicant

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(Second Applicant)

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(Third Applicant)

the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Seller on account of inconvenience, if any, which may be suffered by him due to such developmental/construction or its incidental/ related activities.

4. All rights including the ownership thereof of land(s), facilities and amenities (other than those specifically earmarked as common areas and facilities for common use of the occupants within the Said Scheme) shall vest solely with the Seller and the Seller shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to any person, institution, trust, government, semi-government, any other authority, body and/or any local body(ies) which the Seller may deem fit. The Seller, at any time, have not made any commitment or charged any price for the ownership of the Applicant(s) of any amenities/facilities which are specifically earmarked by the Seller for the Seller"s ownership, though the Seller may permit the occupants of the Said Scheme to use such amenities and facilities upon payment of fees, subscription charges, security deposit etc. as may be decided by the Seller/management of such amenities and facilities from time to time.
5. As part of the Total Price and other charges mentioned in this Application and the Payment Plan, the Applicant(s) shall be required to pay maintenance charges levied ..... /..... to **Rama Singhal Enclave residents welfare society** as and when decided by them and ..... By their by lawn.
6. The payment on or before due date, of Total Price and other amounts payable as per the Payment Plan, as opted by the Applicant(s) or as demanded by the Seller from time to time is the essence of this Application.
7. The Said Scheme is planned to be completed by the Seller in accordance with the layout plan sanctioned by the Competent Authority and/or as may be changed/approved from time to time by the Competent Authority. Any changes/modifications/amendments as may be approved by the Competent Authority in the layout plan for the Said Scheme in future, shall automatically supersede the present approved layout plan attached herewith and become binding on the Seller and the Applicant(s).
8. If for any reason whatsoever, the licence(s) to establish the Said Scheme or any part of it granted to the Seller hereinabove mentioned, is or are cancelled by any authority, then the Seller shall be entitled to challenge its validity and efficacy before appropriate Courts, Tribunals and Authorities, and in such an event, during the pendency of the proceedings and until the final determination by the highest Court or Tribunal or Authority, the money(ies) paid by the Applicant(s) in pursuance of this Application shall continue to remain with the Seller and the Applicant(s) shall not require of the Seller the specific performance of the terms of this Application and this Application shall remain in abeyance until the final determination, as aforesaid. In the event of such cancellation order becoming final, if any compensation is paid or promised by the Authorities then the Applicant(s) will be entitled to claim and receive from the Seller along with other Applicant(s)s such compensation on a pro rata basis as and when the same is finally determined and received by the Seller. If no compensation is paid or promised to be paid then the Seller shall refund to the Applicant(s) the amount(s) paid by him in four equal yearly installments without any interest, less the pro-rata expenses incurred by the Seller for enhancement of the land, brokerage paid, marketing expenses, other charges and taxes incurred by the Seller. Save as aforesaid, the Applicant(s) will have no other claim of any nature whatsoever against the Seller.
9. Force Majeure shall mean any event or combination of events or circumstances beyond the control of the Seller which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of

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Sole/First Applicant

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(Second Applicant)

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(Third Applicant)

reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Seller's ability to perform its obligations under this Application, which shall include:

- (i) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (ii) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (iii) strikes or lock outs, industrial dispute;
- (iv) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (v) war and hostilities of war, riots, bandh or civil commotion;
- (vi) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions of this Application; or
- (vii) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot / Said Scheme or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (viii) any event or circumstances analogous to the foregoing.

10. The Seller shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions including but not limited to any legislation, orders or rules or regulations made or issued by the Govt. and/or any other authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot / Said Colony or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit / writ before a Competent Court and accordingly the time period required for performance of its obligations by the Seller shall stand extended. If in the opinion of the Seller the abovestated Force Majeure conditions continue for a considerable time, then the Seller may in its sole discretion put the progress of activity in the scheme in abeyance and/or terminate/alter/vary the terms and conditions of this Application. In case of termination, the Applicant(s) shall be entitled to refund of the amounts deposited/paid by the Applicant(s), without any interest or compensation whatsoever, provided the Applicant(s) is not in breach of any of the terms of this Application.

11. The Seller shall endeavour to offer possession of the Said Plot, within stipulate time from the date of this Allotment, subject to timely payment by the Applicant(s) of Total Price, Stamp Duty, Government Charges and any other charges due and payable according to the Payment Plan/this Application.

12. In the event of Applicant(s)'s failure to take possession of the Said Plot, within 30 (thirty) days from the date of intimation in writing by the Seller offering possession, then the same shall be at the Applicant(s)'s risk and cost and the Applicant(s) shall be liable to pay to the Seller holding charges calculated at the rate of Rs. 5/- per sq. ft. on the total area of the Said Plot per month for the entire period of such delay. If the Applicant(s) fails to take possession of the Said Plot for a period of six(06) months from the date of offer of possession by the Seller, then the Seller shall be entitled to cancel the allotment of the Said Plot and refund all monies paid by the Applicant(s) after deducting there from Earnest Money along with the interest on delayed payments, brokerage, other charges and taxes, if any incurred by the Seller.

13. The payment of holding charges shall be made by the Applicant(s) prior to the conveyancing of the Said Plot in favour of the Applicant(s). The holding charges shall be a charge for delay in taking over the possession by the Applicant(s) and it shall be in addition to maintenance, and other charges, and not adjustable or substitutable with any other charges as provided in this Application.

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Sole/First Applicant

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(Second Applicant)

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(Third Applicant)

14. In the event the Seller fails to offer possession of the Said Plot, within twenty four (24) months from the date of Allotment for the Said Plot then after one hundred & eighty (180) days from the expiry of twenty four (24) months, subject to the Applicant(s) having made all payments as per the Payment Plan and subject to the terms and conditions of this Application and barring Force Majeure circumstances, the Seller shall pay compensation to the Applicant(s) calculated at the rate of Rs. 3/- per sq. ft. per month on the total area of the Said Plot which both parties have agreed is a just and equitable estimate of the damages that the Applicant(s) may suffer and the Applicant(s) shall not have any other claims/rights whatsoever. The payment of such compensation, if any, shall be done at the time of the conveyance of the Said Plot in favour of the first named Applicant(s).
15. The Applicant(s) shall enter into a maintenance agreement (Maintenance Agreement) with **Rama Singhal Enclave Residence Welfare Society** (hereinafter referred to as the „Maintenance Agency“) The Maintenance Agency shall render maintenance services only with respect to the common areas falling within the Said Scheme but outside the Said Plot and these shall mainly relate to services in respect to the public roads, landscaping, sewerage, drainage, garbage clearance, water, street lights, pavements, horticulture etc. The Applicant(s) shall pay the maintenance bills including water charges raised by the Maintenance Agency for maintaining various services/facilities as described above raised on a pro rata basis from the date of the offer of possession by the Seller irrespective whether the Applicant(s) has taken possession or is in occupation of the Said Plot or not, until the maintenance services are handed over to the government or any local body for maintenance.
16. The Seller shall have the right to raise finance/loan from any Financial Institution/Bank by way of Mortgage/charge/securitization of receivables of the Said Plot subject to the Said Plot being free of any encumbrances at the time of conveyance of the Said Plot in favour of the Applicant(s). The Seller/financial institution/bank shall always have the first lien/charge on the Said Plot for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of construction.
17. In case of the Applicant(s), who has made arrangement with any Financial Institutions/Banks, the conveyance of the Said Plot in favour of the Applicant(s) shall be done only upon the Seller receiving a “No Objection Certificate” from such Financial Institutions/Banks.
18. In case the Applicant(s) wants to avail of a loan facility from financing bodies to facilitate the purchase of the Said Plot then:-
- (I) The terms of the financing agency shall be binding and applicable upon the Applicant(s).
  - (II) The responsibility of getting the loan sanctioned and disbursed will rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Seller, as per schedule, shall be ensured by the Applicant(s).
19. In respect of all remittances, acquisition/ transfer of the Said Plot it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Seller with such permissions, approvals which would enable the Seller to fulfill its obligations under this Application. Any refund, transfer of security if provided in terms of this Application shall be made in accordance with the provisions of FEMA, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant(s)“s part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, the Applicant(s) shall be liable for any action under the FEMA, and rules and regulations made

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Sole/First Applicant

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(Second Applicant)

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(Third Applicant)

thereunder as amended from time to time. The Applicant(s) shall keep the Seller fully indemnified and harmless in this regard. The Seller accepts no responsibility in this regard.

20. The Applicant(s) shall inform the Seller, in writing, any change in the mailing address mentioned in this Application failing which all demands, notices etc. by the Seller shall be mailed to the address given in this Application and the same shall be deemed to have been received by the Applicant(s). In case of joint Applicant(s), all communications shall be sent to the first named Applicant in this Application which shall for all purposes be considered as service on all the Applicant (s) and no separate communication will be necessary to the other named Applicant(s).
21. The Seller may, in their sole discretion, appropriate towards the sale price of the Said Plot, the amounts received from the Applicant(s) in any head/account and the appropriation so made shall not be questioned by the Applicant(s). The sale deed shall however be executed only after the outstanding's under all the heads are paid in full.
22. The allotment will be considered only upon the Seller signing this Application through its Authorized Signatory and after the copies duly signed by the Applicant(s) are received by the Seller.
23. The Applicant(s) shall bear and pay taxes and cesses of all and any kind whatsoever, whether levied or livable now or in future, on the lands and/or building(s) as the case may be, from the date of the Allotment. So long as the Said Plot is not separately assessed for such taxes for the land and/or building(s) the same shall be paid by the Applicant(s) in proportion to the area of the Said Plot. Such apportionment shall be made by the Seller or any other agency as the case may be and the same shall be conclusive final and binding upon the Applicant(s).
24. Unless a sale/conveyance deed is executed in favour of the Applicant(s), the Seller shall continue to be the owner of the Said Plot and shall have the exclusive possession of the Said Plot. This Application does not give any right, title or interest in the Said Plot to the Applicant(s). This Application is simply an Application and not an Allotment or an agreement to sell.
25. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Plot shall equally be applicable to and enforceable against any and all future buyers/assignees of the Said Plot, as the said obligations go along with the Said Plot for all intents and purposes, subject to the provisions mentioned in clause 19 and clause 13(d) herein above.
26. The Applicant(s) and the persons to whom the Said Plot maybe transferred, assigned or given possession shall execute, acknowledge and deliver to the Seller such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Seller may reasonably request in order to effectuate the provisions of this Application or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
27. The Seller shall have the first lien and charge on the Said Plot for all its dues and other sums payable by the Applicant(s) to the Seller.
28. The Seller shall have the right to join as an affected party in any appropriate court in case the Seller's rights under this Application are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint in which the Applicant(s) is a party. The Applicant(s) shall keep the Seller fully informed at all times in this regard.

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Sole/First Applicant

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(Second Applicant)

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(Third Applicant)

29. This Application is subject to Force Majeure conditions as mentioned aforesaid or upon the happening of events which the Seller could not have reasonably prevented or controlled.
30. The terms and conditions as set out in this Application shall supersede the terms and conditions as set out in the Application.
31. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any of the provisions or of the right to enforce each and every provision.
32. The rights and obligations of the parties under or arising out of this Application shall be construed and enforced in accordance with the laws of India.
33. In case the Applicant(s) has to pay any commission or brokerage to any person for services rendered by such person to the Applicant(s) whether in or outside India for acquiring the Said Plot for the Applicant(s), in that event the Seller makes it clear that it shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Seller. Further the Applicant(s) shall indemnify and hold the Seller free and harmless from and against any or all liabilities and expenses in this connection.
34. This Application constitutes the entire terms of allotment of the Said Plot and the understanding between the parties and revokes and supersedes all previous understandings, agreements, letters, applications, documents, etc. between the parties whether oral, written or implied and variation in any of the terms hereof, except under the signature of the authorized signatory of the Seller, shall not be binding on the Seller.
35. That for all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes the feminine gender and the words „it, they, its“, and such like words as may be occurring in this Application shall carry the same meaning and purpose as the word „Applicant(s)“, so far as the context may permit.
36. The Applicant(s) agrees and understands that terms and conditions of the Application may be modified/amended by the Seller in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Applicant(s). The Seller further reserves the right to correct, modify, amend or change all the annexures attached to this Application and also annexures which are indicated to be tentative at any time prior to the execution of the sale deed of the said plot.
37. All or any disputes arising out of or touching upon or in relation to the terms of this Application 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 arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at Rampur Uttar Pradesh by a sole arbitrator who shall be appointed by the Seller. The Applicant(s) shall have no objection to such appointment by the Seller or have any doubts about the impartiality of the sole arbitrator appointed by the Seller. The Courts at Rampur alone and the Allahabad High Court (Rampur Bench) alone shall have the jurisdiction in all matters arising out of/ touching and/or concerning this Application.

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Sole/First Applicant

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(Second Applicant)

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(Third Applicant)