

## APPLICATION FORM

**M/s RAJDARBAR AYURVEDA PVT. LTD.**

Rajdarbar Spaces, Phase-3,  
Chauhatna, Agra (Uttar Pradesh)

Dear Sir,

I/We, hereby apply for investment in Plot/Villa/Floor in the project named as "**Rajdarbar Spaces Phase-3 at Chauhatna, Agra (Uttar Pradesh)**", being developed and constructed by **M/s Rajdarbar Ayurveda Pvt. Ltd.** (hereinafter referred to as the "Company").

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 Agreement on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/We accept the terms and conditions and I/we shall pay basic sale price, additional charges if any and the applicable Stamp Duty etc. as and when demanded by the Company.

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ ) vide Bank Draft/ Cheque No. \_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_ being booking money for allotment of said Unit.

I/We have clearly understood that this application does not constitute an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter/ Buyers' Agreement the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this application or I/We fail to sign/ execute and return the Allotment Letter/ Buyers' Agreement within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited.

I/We further agree to pay the installments and additional charges 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 allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company. My/Our particulars are given below:-

**1. First/Sole Applicant Mr./Mrs./Ms.** .....

Son/ Wife/ Daughter of Mr. ....

Date of Birth..... Profession ..... Designation .....

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Residential Address .....

Office .....

Tel. Res. .... Tel. Off. ....

Mobile No. .... E-Mail ID .....

Income Tax Permanent Account No./Ward No. .... Passport No. .... Nationality .....

**2. Second Applicant Mr./Mrs./Ms** .....

Son/ Wife/ Daughter of Mr. ....

Date of Birth..... Profession ..... Designation .....

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Residential Address .....

Office .....

Tel. Res. .... Tel Off. ....

Mobile No. .... E-Mail ID .....

Income Tax Permanent Account No./Ward No. .... Passport No. .... Nationality .....

3. Details of Commercial Unit:

(i) Plot: ☐ Villa ☐ Floor ☐  
 (ii) Unit No. .... (iii) Plot Area .....sq. m/ .....sq. yd (iv) Floor.....  
 (v) Built-up Area of Villa / Floor ..... sq. m ( .....sq. ft.)

PARTICULARS	DETAILS	AMOUNT
A. Basic Sale Price (BSP)	@ Rs ..... per sq m (Rs ..... per sq yd)	
B. Preferential Location Charges (if any)	Corner/Open/Green area Facing @ .....% of BSP	
C. Additional Charges		
(i) Interest Free Maintenance Security (IFMS)	@ Rs ..... per sq m (Rs ..... per sq yd)	
(ii) Utility Charges	.....Rs.....	
(iii) Others (if any)	.....Rs.....	
D. EDC/IDC	@ Rs ..... per sq m (Rs ..... per sq yd)	
TOTAL (A+B+C+D)		

Notes: GST and other taxes if any as applicable shall be extra over and above this price at the prevailing rates at the time of making the payment. The Government levies of External Development Charges/ Infrastructure Development Charges (EDC/DC) will be levied as demanded by the concerned authority any increase in these charges by government in future shall be proportionately charged extra on pro-rata basis.

Payment Plan Option	Down Payment Plan <input type="checkbox"/>	Time/Construction Linked Payment Plan <input type="checkbox"/>
Mode of Booking	Direct <input type="checkbox"/>	Dealer <input type="checkbox"/>
If through Dealer		
	Name	Signature with Stamp

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from Any allotment against this application is subject to the terms and 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), successor(s) and nominee(s). I/We accept that in case of non-allotment of unit, my/our claim shall be limited only to the refund of booking amount without any interest. I/We have read and understood and signed all pages of this application form and payment plan. I/We undertake to inform the Company of any change in my/our address or in any other particular/ 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.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

First/Sole Applicant

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Second Applicant

Date: \_\_\_\_\_

Place : \_\_\_\_\_

Note: (i) All Cheques/Drafts to be made in favour of "M/s Rajdarbar Ayurveda Private Limited" payable at par.

(ii) Persons signing the Application Form on behalf of other person/firm/company shall file proper Authorisation/ Power of Attorney.

**FOR OFFICE USE**

Total No. of Applicants \_\_\_\_\_ Type of Bank Account of Applicants, if NRI/PIO (NRE/ NRO/ FCNR) \_\_\_\_\_

Remarks:

- \_\_\_\_\_
- \_\_\_\_\_

Booked by \_\_\_\_\_

Checked by \_\_\_\_\_

Approved by \_\_\_\_\_

## BASIC TERMS AND CONDITIONS

1. The applicant has applied for allotment of Plot/Villa/Floor to be developed and constructed in the Project to be developed and constructed by **M/s Rajdarbar Ayurveda Pvt. Ltd.** (hereinafter referred to as the "Company") on a plot of land In Rajdarbar Spaces, Phase – 3, Khasra No.83, & 89 Village – Chauhatna, Tehsil – Agra Sadar, Development Authority – Agra Development Authority, District – Agra, UP, PIN - 283105.
2. The intending allottee(s) has applied for allotment of a Plot/Villa/Floor with full knowledge and subject to the laws/ notifications and rules applicable to this area in general which have been explained by the company and understood by him/her.
3. The allotment of the Plot/Villa/Floor is entirely at the discretion of the Company. The allotment of the said Plot/Villa/Floor shall be provisional and shall be confirmed on signing of Buyer's Agreement on the Company's standard format which has been read and understood by the applicant.
4. The applicant has fully satisfied himself about the nature of rights title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per the prevailing byelaws/guidelines of state and has further understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by authorities in this regard to the Company.
5. The applicant has examined the tentative plans, designs and specifications of the Plot/Villa/Floor and has agreed that the Company 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 Plot/Villa/Floor. The intending allottee(s) hereby agree that no-claim, monetary or otherwise will be raised in case of any change is clarified that initial rate of the unit will be applicable on the changed area in case of refund or demand.
6. The applicant agrees that the amount paid with the application and in installments as the case may be, to the extent of 20% of sale consideration of the Plot/Villa/Floor shall collectively constitute the earnest money.
7. Timely payment of installments of Basic Sale Price and Allied Charges pertaining to the Plot/Villa/Floor is the essence of the terms of the booking/ allotment. However in the event of breach of any of the terms and conditions of the allotment by the applicant/ allottee the allotment will be cancelled at the discretion of the Company and the earnest money together with any interest on installments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the applicant without any interest, after the said Plot/Villa/Floor is allotted to some other intending applicant and after compliance of certain formalities by the applicant. The Company, however in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for upto one month delay from the due date of payment and @ 24% p.a. thereafter on all outstanding dues from their respective due dates.
8. The applicant has specifically agreed that if due to any change in the layout, the said Plot/Villa/Floor ceases to be preferentially located, the company shall refund/adjust the amount of preferential location charges paid by the applicant in the last installment without any interest as shown in the payment plan due to any change in the layout building plan, the said Plot/Villa/Floor becomes preferentially located, then the applicant shall be liable and agrees to pay the preferential location charges as and when demanded by the company as per prevailing rates.
9. All payments by the applicant shall be made to the Company, through demand drafts/ cheques drawn upon scheduled banks in favour of **"M/s Rajdarbar Ayurveda Pvt. Ltd."** payable at par.
10. Assignment of allotment of the Plot/Villa/Floor by the applicant shall be permissible at the discretion of the Company on payment of such administrative charges 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.
11. All statutory charges GST, cess and any other levies demanded or imposed by the concerned authorities shall be payable proportionately by the applicant(s) from the date of booking as per demand raised by the Company.
12. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the Project shall be managed by the Company or its nominated Maintenance Agency. The applicant of the Plot/Villa/Floor shall pay, as and when demanded, the maintenance charges including interest free security deposit for maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the maintenance agency appointed for this purpose any delay in making payment will render the applicant liable to pay interest @18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common areas and services. The intending allottee(s) agrees and consents to sign the arrangement/agreement and will not question the same singly or jointly with other buyers.
13. Applicant, having NRI/ PIO status or being foreign nationals 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/the 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. The applicant agrees that the Company will not be liable in any manner on such account.
14. The Company shall have the first lien and charge on the said Plot/Villa/Floor for all its dues and other sums payable by the applicant to the Company.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

**First/Sole Applicant**

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

**Second Applicant**

15. Loans from financial institutions to finance the said Plot/Villa/Floor may be availed by the applicant. However if a particular institution/ Bank ref uses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/ dues.
16. The applicant undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/ made applicable to the said Plot/Villa/Floor Project.
17. 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 within six months from the happening of such eventuality.
18. The Company shall endeavor to give possession of the Plot/Villa/Floor 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.
19. The applicant shall before taking possession of the Plot/Villa/Floor must clear all the dues towards the Plot/Villa/Floor and have the Conveyance Deed/ Sale Deed for the said Plot/Villa/Floor executed in his favour by the Company after paying stamp duty, registration fee and other legal charges/ expenses.
20. The applicant shall use/ cause to be used the said Plot/Villa/Floor for residential purpose only this is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Plot/Villa/Floor and forfeiture of the earnest money and other dues as stated in Clause 6 hereinabove and the applicant will have to compensate the Company for all other losses resulting therefrom.
21. The applicant shall have no objection in case the Company creates a charge on the project land during the course of development of the Project or raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Plot/Villa/Floor to the applicant.
22. Detailed terms and conditions shall form part of the Buyer's Agreement which the applicant shall execute as and when required by the Company.
23. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein it is agreed by the applicant 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 the applicant.
24. The applicant shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.O. letter about all subsequent changes in his address, 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.
25. The applicant hereby agrees that in case of cancellation of booking of the said unit, he shall submit 'No Objection Certificate' from the concerned dealer if any in this regard.
26. The intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his / her place without the prior approval of the company who may, in its sole discretion permit the same on such terms as it may deem fit.
27. The intending allottee(s) shall not put up any name or sign board neon, publicity or advertisement material hanging of clothes etc. on the external facade of the building or anywhere on the exterior of the building or common areas. The intending allottee(s) also shall not change the color 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 or design.
28. 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.
29. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
30. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
31. Any disputes differences or disagreements arising out of, in connection with or in relation to the terms & conditions herein, which cannot be amicably settled or decided then the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration as aforesaid shall be a domestic arbitration under the Applicable Laws. The arbitrator shall be solely appointed by the Company. The venue of arbitration shall be Delhi or such other place as may be mutually agreed to between the parties and the Award of the Arbitrators(s) shall be rendered in English.
32. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

First/Sole Applicant

Second Applicant

Date: \_\_\_\_\_

Place : \_\_\_\_\_