

--Draft for RERA registration purposes only--

Logo of the Company

APPLICATION FORM

S. No.....

Name of the company: _____

CIN:- _____

Full Registered Address/Corporate Office Address: _____

RERA Reg. No.: _____

Contact Details: _____

Mail Id: _____

Website company: _____

Website RERA: _____

Date:

To,

M/S SHRIRAM RAJYAM

Contact Detail:

E mail:

Website:

Dear sir/Madam,

I/we, the undersigned, apply for provisional allotment of Residential/Commercial Plot/Space (Herein referred to as '**Plot**') in your Project named as " _____ " ("**said Project**") being developed under lawful arrangement by **M/s Ram Rajyam** (herein referred to as "**Developer**") on land situated at _____, **District - Ayodhya, Uttar Pradesh.**

In the event of your agreeing to allot the said Plot, I/we agree and undertake to abide by the basic terms and conditions attached to this application form and being part thereof and also agree to sign and execute, the Allotment Letter and/or the Developer Buyer Agreement as per the format provided by the Developer and I/we shall accept the specifications pertaining to the Plot and shall pay the Total Price of the said Plot inclusive of Basic Sale Price, Preferential Location Charges and Additional Cost, Government Levies/Taxes, Maintenance Deposit, applicable Stamp Duty etc. as and when demanded by the Developer.

I/we clearly understand that this application does not constitute Developer Buyer Agreement and I/we do not become entitled to the allotment of Said Plot notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Developer Buyer Agreement, Addendum to the Developer Buyer Agreement, if any and/or such other documents as may be required by the Developer (depending on the option availed) that the allotment shall become final and binding upon the Developer.

In the event of allotment of Plot/ Flat , I/We agree to pay further installments of sale price and other charges as stipulated/ called for by the Company. Stamp Duty, Registration Fee, service tax, and all other applicable taxes as per law, allied charges for execution and registration of Conveyance/sub-lease Deed will be additionally payable by the applicant before taking over possession.

A. DETAILS OF THE APPLICANT(s)

IN CASE OF INDIVIDUAL

MAIN/FIRST/SOLE APPLICANT

Mr./ _____ Mrs./ _____ Ms. _____

Son/ Wife/ Daughter of _____

Date of Birth ____/____/____ PAN No.

--	--	--	--	--	--	--	--	--	--

Profession _____

Designation _____

Company/Firm Name/Resolution Date _____

Nationality _____ Marital Status _____ No. of Children _____

Residential Status Indian Non Residential

Address _____

Regd. Office Address (in case of Company/Firm) _____

Mobile No. _____ Official _____

Fax No. _____ Email Id _____

Income Tax Permanent Account No. I Ward No _____ Passport No. _____

SELF-
ATTESTEDPHOTO

(Please paste
Do Not Staple)

SECOND APPLICANT

Mr./ _____ Mrs./ _____ Ms. _____

Son/ Wife/ Daughter of _____

Date of Birth ____/____/____ PAN No.

--	--	--	--	--	--	--	--	--	--

Profession _____

Designation _____

Company/Firm Name/Resolution Date _____

Nationality _____ Marital Status _____ No. of Children _____

Residential Status Indian Non Residential

Address _____

Regd. Office Address (in case of Company/Firm/ Trust) _____

Mobile No. _____ Official _____

SELF-
ATTESTEDPHOTO

(Please paste.
Do Not Staple)

Documents to be submitted along-with the application:-

<u>In case of Individuals/HUF:- (Self Attested)</u>	<u>In case of Partnership Firm/Company</u>
Copy of residence proof (Voter Id/passport/DL)	Copy of Pan card
Copy of Pan Card	Memorandum & Articles of association
Authorization from other Co- parcenors of HUF (if applicable)	Board of Resolution
Passport size photographs of both the applicants	Deed of Partnership (if applicable)
	Authorization Letters from Partners

Note :

- a. All documents should be self-attested.
- b. The developer may seek additional documents and/ or information as may be deemed necessary or which may otherwise be required for compliance of applicable laws and /or to validate /substantiate any information provided herein and it shall be obligatory for the applicant(s) to provide the same.
- c. If the Application is incomplete or deficient in any respect including required documentary evidence, it shall be summarily rejected without further recourse.

Details of Plot Applied For :-

Plot/Plot No., Plot/Plot Area:.....

Basic Sale Price:..... per sq. ft.(Rupees.....)

Additional Charges:(Rupees.....)

Taxes:(Rupees)

Total Sales Price: (Rupees)

Payment Plan opted: Construction/Development Linked Down Payment
Time Link Flexi Payment Plan

If opted for down payment option:% of discount on payment of.....%
of.....within..... days

NOTE: The prices are indicative and not firm, and are subject to market revisions.
The actual price of the plot shall be settled and indicated in the BBA.

Amount Paid with Application :-

Paid Rs.....(Rs.....including Taxes) vide
Cheque/DD No..... dated Drawn on
(Bank).....

OR RTGS/NEFT no....., Dated
....., of Bank
.....,
Branch City
..... Favoring “.....”

Mode of Booking: a. Direct b. Dealer

c. Employee Referral { Employee Name:
Employee Code:

Dealer Information:

Dealer Name:.....

Dealer Address.....Dealer Signature

Dealer RERA Reg. No..... with Seal:

Dealer Contact No.....



Declaration:

I/We hereby solemnly declare that the above particulars given by me/us are true to the best of my/our knowledge and belief.

I/We shall furnish any additional information(s) if required. In the event of any delay on my/our part to furnish any particulars desired by the Developer, it shall be within the discretion of the Developer to reject my/our application.

The Developer has no obligation or liability to allot me/us a plot.

In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the Developer and it shall be final and binding on me/us.

I/We the above-named applicant(s) do hereby declare that the particulars given by me/us are true and correct and nothing has been concealed therefrom. My/Our provisional booking shall be subject to the terms and conditions mentioned in this application form and which will be comprehensively set out in the 'Developer Buyer's 'Agreement'. The terms and conditions thereof shall be applicable to the undersigned, nominees, and/or legal heirs and successors. I/We undertake to inform the company about any change in my/our address, email or in any other particular/information, given above, failing which the particulars shall be deemed to be correct and the letters, mails sent at the registered address/ mail address by the Developer shall be deemed to have been duly served upon me/us. I/we have read and signed all the pages including Terms and conditions of this application form and details of the "Payment Plan" after fully understanding the contents thereof.

Name of Applicant(s)

Signature of Applicant(s)

1

1.....

2

2.....

Date.....

Place.....

CHECKLIST

- Application Form is completely filled with photographs and duly signed by the Applicant(s)
- Cheque for booking amount is in proper name and duly signed and dated
- Self attested copies of PAN card and ADHAAR Card of all applicants are attached with the form
- Address Proof and other relevant documents are attached with the form

NOMINATION FORM

Name of Nominee:.....

Date of Birth:..... Sex

Relationship with the first applicant:
.....

Nominees's Photo

Address:.....

Specimen Signature (Nominee):.....

I certify that Mr./Mrs./Ms Son/wife/Daughter
of has signed in my presence and I
verify his/her signature.

.....
(Applicant(s) Signature)

Witness Signature with Name & Address

1)

2)

FOR OFFICE USE ONLY

1. Application Accepted/Rejected

2. Detail of Plot allotted

Plot/Plot Area..... Sq.yd./Sq.mt./Sq.ft.

Basic Sale Price Rs.

Additional Charges Rs.....

Taxes Rs.....

3. Total Plot Price Rs.

(Subject to addition /modification/ Alteration in taxes, Cess, duties)

4. No. of Joint Applicants

Dated

Place

Authorized Signatory

TERMS AND CONDITIONS

ALLOTMENT

1. The applicant(s) has applied for the provisional allotment of a plot, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to the project, which have been well explained by the Developer/ Co-Developer & understood by him/her/them. **The allottee is fully satisfied and does not seek any further documents or clarity in relation to the unit/ plot.**
2. The applicant(s) agrees that the allotment of the plot is entirely at the discretion of the Developer and the Developer has the right to reject any application without assigning any reason thereof. It is agreed that the possession of the plot may not be given by the Developer to the applicant before all payments/dues/taxes/duties etc. are cleared by the applicant at the time of execution and registration of the sale deed.
3. Notwithstanding anything contained in this application, the applicant(s) understands that the application will be considered as valid, enforceable and proper only on realization of the amount tendered with this application.

NATURE OF BOOKING

4. The Applicant(s) has applied for provisional allotment of the Plot and as such this is in the provisional booking of a _____ in the Project which is subject to final confirmation from the Developer.
5. The provisional booking does not convey in favour of applicant any right, title or interest of whatsoever nature in the plot unless and until required documents such as Sale Agreement / Sale Deed are executed which convey title as per law.
6. The purchaser shall execute the required documents within a period of 30 days from the date of booking along with payment/installments as per agreed payment plan, mentioned overleaf. In case, the purchaser fails to do so then this provisional booking shall stand cancelled and the Developer shall be entitled to deduct cancellation charges as mentioned herein in clause no.41 of “**CANCELLATION**”.
7. The Applicant(s) also acknowledges that the area, specifications etc. of the Plot are tentative and the design, specifications, location and amenities and facilities, etc. of the Plot and/or plan of the Project may change as may be deemed necessary by the Developer in the best interest of the development of the Project/ required by the Competent Authority due to which the dimensions of the Plot, position and numbering of the Plot /Plots might require to be changed. The Applicant(s) hereby gives his/her consent to the Developer to undertake such modification/ alteration in specifications, details and/or facilities in the Plot as well as in the Project as stated herein above. Any changes made and approved by the Competent Authority shall automatically supersede the present layout plan and other plans.
8. That for the computation purposes, the Plots are being allotted on the basis of proposed area of the plot. However, the same shall be subject to additional costs as may be incurred by the Developer on actuals at subsequent stage. Further, the allottees shall also be liable to pay

additional charges on account of taxes, cess etc. as may be levied by the Government or any other competent authority subsequently. In case of variation in actual area vis-à-vis booked/allotted area, necessary adjustments in cost plus or minus, will be made at the rate prevalent at the time of the booking.

9. That in case a particular Plot is omitted due to change in the plan or the Developer is unable to hand over the same to the Applicant(s) for any reason beyond its control/ Force Majeure events, the Developer shall provide alternate Plot of the same type and in the event of non-acceptability by the Applicant(s) and/or non-availability of alternate Plot within a specified time period, the Developer shall be responsible to refund only the actual amount received from the Applicant(s). The Applicant(s) hereby unconditionally agrees and confirms that in such case he/she shall not be entitled to claim any damages or compensation of any nature whatsoever from the Developer.

INSPECTION/ DUE DILIGENCE BY ALLOTTEE

10. **The Applicant(s)/ Allottee(S)** has/have carried out inspection of the site, seen and carefully examined all deeds/documents / papers in relation to the project & said Plot , including but not limited to the agreement, title documents, etc. and has understood and satisfied himself about the rights and interest of the Developer in the Project Land and its rights to develop, construct and market independent plots in the said Project, and have full knowledge the rules and regulations, laws applicable to the said Project in special and obligations and limitation of the Applicant(s) in respect thereof have been explained by the Developer and understood by the Applicant(s). The Developer has informed, and the Applicant(s) after having fully acquainted himself with the aforesaid facts has clearly understood and accepted, the rights of the Developer in the Project and Project Land.
11. The Applicant(s) acknowledges that he/they has/have inspected all the relevant documents and has also obtained all clarifications with respect to the Project/Project Land from the Developer, and that the Applicant(s) unequivocally confirms that no further investigation in this regard is required by the Applicant(s). The Applicant(s) further confirms that he/she/it is fully satisfied about the land development rights of the Developer and the fact that the Developer is entitled to develop, construct, promote, brand, market and sell the Project, receive applications for booking and make allotment of Plots/plots, formulate terms and conditions for provisional allotment to receive the costs and charges as may be payable for the Plot/plots, negotiate, finalize, sign and execute this Agreement and execute all such other documents as may be required or as may be deemed necessary and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.
12. The Applicant(s) has seen the plans, designs, modifications regarding common areas and specifications of the said Project and agrees and acknowledges the right of the Developer to effect such variations, additions, alterations, deletions and modifications therein as are required for the betterment of the Project and to be done in accordance with the Applicable Laws and / or directions of any competent governmental authority. The Applicant(s) hereby consents to all such variations, additions, alternations, deletions and modifications.

TITLE

13. The applicant(s) has satisfied himself/herself/themselves about the interest and title of the Developer in the land on which the said project/plot is being developed and has understood all limitations and obligations in respect thereof.
14. The Applicant(s) has applied for allotment of the Said Plot and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development of the Said Plot/ Project and has also satisfied himself about the arrangements/title/interest/rights of the Company in the Said Portion of Land on which the Said Plot/ Project is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant(s) confirms that no further investigation in this regard is required by the Applicant(s). The Applicant(s) confirms that this Application is irrevocable and can not be withdrawn.

LAYOUTS AND PLANS

15. The applicant(s) has seen, understood and accepted the approved plans, specifications and facilities to be provided in the project/ plot.
16. The applicant(s) agrees and undertakes to abide by the terms and conditions of all the permissions, sanctions or directions issued by the concerned authority and shall not interfere in layout, plans and drawings implementation.
17. Project is in development stage and that there could be deviations, at any stage, including but not limited to the location, number, size(plot area) etc. of the Plot/s. The marketing plan(s)/brochure(s) are only descriptive of the proposed Project. The applicant(s) understands and agrees that the Developer may make any changes in the approved layout plan, sanctioned plan of the Project and nature of amenities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under by the concerned State Government and other applicable laws. Any such change shall however, be subject to the approval/sanctions of the Competent Authority.). In case of increase in area of the Plot, the Applicant(s) shall be liable to pay the price of the increased area as per the prevailing company policy. If due to any reason the area of the Plot decreases then the Developer shall be liable to refund /adjust the amount in the last installment as stated in the payment plan opted for by the Applicant(s).

OR

- The applicant(s) agrees to sign & execute the Developer Buyer Agreement, in adherence to the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under by the concerned State Government on the prescribed format provided by the Developer.
18. If the allottee/ applicant wishes to make transfer of the allotment in another party's favour, an application for the same shall have to be made in writing to the developer. In case the execution and registration of the conveyance deed has not been done, the

developer shall have the discretion to allow or reject the application for transfer. In case of acceptance of the application of transfer, due formalities shall have to be carried out and charges, as may be applicable shall be payable by the applicant/ allottee or the transferee. In case the application for transfer is rejected and the applicant/ allottee does not wish to continue with the plot, the allotment of the plot in favour of the applicant/ allottee shall be cancelled and the amounts paid shall be refunded by the developer, subject to applicable deductions. In case where the conveyance deed have been executed and registered, the applicant/ allottee shall be at liberty to have the plot transferred in accordance with law.

PROJECT AND USE OF PREMISES

21. That the said project shall always be known as “Shri Ram Rajyam-”. However, if required then the Developer alone shall have right to change the name of the project and the applicant(s) shall at any point of time have no objection to the same. The Applicant(s) and/or Resident’s Association shall not have right to change the name of the project.
22. The Developer may raise finance/loan from any institution/company/bank by any mode or manner by way of charge/mortgage of the said Project/ Plot subject to the condition that the said provisionally allotted Plot shall be made free from all encumbrances before the execution of Conveyance Deed. The Developer or such financial institution/bank as the case may be shall always have the first charge on the said Plot for all their dues and any other sums payable by the Applicant(s).
23. The applicant(s) agrees that the premises shall not be used for any activity other than that specified for.
24. That after receiving the letter of offer of possession, the Applicant(s) shall within time stipulated, take possession of the Plot by getting executed the Conveyance Deed, Maintenance Agreement and /or any other documents as may be required. If the Applicant(s) fails to take possession within the time period prescribed, then the Applicant(s) shall pay to the Developer holding charges for the entire period of delay in taking possession/executing the required documents including the Conveyance Deed whichever is later. The rate/amount of Holding Charges shall be equal to the rate/amount of delay penalty as offered by the Developer in case of delay in possession.
25. That the Applicant(s) agrees and undertakes that in case at any stage further development/construction in the project becomes possible, the Developer shall have sole right to undertake construction and dispose of such other Plot(s) without any objection or claim from the Applicant(s).

DEVELOPER BUYER AGREEMENT

26. The Applicant(s) agrees and undertakes to get executed and registered the Conveyance Deed immediately upon receiving intimation from the Developer in this regard.
27. The process of execution and registration of conveyance deed/ sale deed will be done on first come first serve basis and after deposition of the stamp paper for the applicable stamp duty and the amount of the registration fee and any other legal charges as may be applicable at the relevant point of time, by the Applicant, and thereafter obtaining a no dues certificate from the Developer.
28. Until a sale deed is executed and registered, the Developer shall continue to be the owner of the Plot and this provisional allotment shall not bestow upon the Applicant(s) any rights or title or interest therein and the Applicant(s) shall not create any third party charge or lien on it. The Developer shall have a first lien and charge on the Plot for all its dues that may become due and payable by the Applicant(s) to the Developer. The Applicant(s) shall not be eligible to make assignment before signing of the agreement and even thereafter, the same shall be done in accordance with the terms and conditions set out in the agreement.

PRICE OF THE PLOT

25. The applicant(s) agree that the rates at which the plot in question is being sold are final prices and in case there is any increase in the prices on account of the land rates, government charges, levies, or any other and further costs as may be applicable, the applicant(s) shall be liable to pay the differential on proportionate basis. If the developer charges BSP, OC and PLC separately for Plots in BBA and Registry then GST on BSP & PLC would be Nil and on OC GST would be applicable @ 18%.
26. The Total Price of the Plot, which is subject to actual rate given by the developer, includes recovery of price of land, the construction as required in the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring and electrical connectivity to the Plot, water line fire detection and firefighting equipment in the Common Areas, maintenance charges, etc., wherever applicable, and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project.
27. The Total Price excludes the electrical substation charges, electricity connection charges, electrical meter charges, water connection charges, IGL connection and IGL infrastructure charges, sewerage connection charges, club membership/ usage of club facilities (if any), Interest Free Maintenance Security Deposit (IFMSD) etc., wherever applicable as per the concerned Authority, and would be charged extra as demanded by the Developer. Further, it is clarified that in the event the Developer makes or is liable to make any payment/charges for any shared facilities, amenities, common areas and facilities etc., of the Project then the Applicant(s) shall be liable to pay such payments/charges on proportionate basis in addition to the Total Price as per demands raised by the Developer, which demand shall be final and

binding on the Applicant(s). It is further clarified that any other statutory deposits, demands and/or charges made/payable by the Developer to the Authorities in relation to agreements, development, Plot, electricity, disposal of garbage, water, sewer, road, and other facilities in the Project and/or Plot shall be paid by the Applicant separately on proportionate basis as per the demand raised by the Developer.

28. That the total sale price of the allotted Plot is subject to escalation in the prices of construction material, statutory charges and labour cost pertaining to the common areas and the same shall be paid by the Applicant(s) to the Developer over and above the sale price mentioned in this Application or as may be agreed at the time of execution of BBA. The period for which the escalation charges shall be calculated and paid shall commence from the date of booking and upto the date of possession of the provisionally allotted Plot committed by the Developer. The escalation charges shall be calculated as per the company policy on the basis of CPWD price index and the same shall be paid by the Applicant(s) at the time of the possession of the allotted Plot.
29. The applicant/ allottee understands and agrees that in case where time linked plan has been opted, the applicant/ allottee shall be bound to make timely payments, irrespective of whether the developer raises a demand in that regard or not. It shall not be responsibility of the developer to raise demands and any delay in making payments shall have consequences as per the terms and conditions of the Developer Buyer Agreement.

PAYMENTS

30. The applicant(s) agrees to pay sale price of the plot, additional charges, taxes, duties and cesses as fixed and informed by the Developer.
31. The expenses for stamp duty etc. for execution of any legal document such as Sale deed etc., legal fee and other miscellaneous charges and registration charges etc. shall be borne by the applicant(s). Any penalty/fine for the delay in execution/ registration of legal document will be solely borne by the applicant(s).
32. All the payments shall be made through cheque/demand draft to be issued in favor of....., payable at.....(Bank and Branch name). In case if RTGS/NEFT is being done by the applicant(s) and the same is not being informed to the Developer then under such circumstances receipt of such deposit may not be issued and applicant(s) will not complain for the same. All payments in respect of the Allotment money, Installments and / or any other charges shall be made by the Applicant(s) in the name of the Developer, unless otherwise specifically informed by the Developer to the Applicant(s) in writing.
33. Developer shall not be responsible/accountable for any payment made in cash or through cheque to agent/ broker/channel partner/ any third person. The Developer shall also not be responsible /liable for any assurances, promises

etc given by agent/ broker/ channel partner/ any third person regarding allotted Plot /Project, payment plan, cost of the Plot, facilities in the Plot etc. who is not authorized by the Developer.

34. Applicant(s) agrees that the amount paid with the application and in installments as the case may be, to the extent of% of total price of the said plot shall collectively constitute the booking amount.
35. The applicant(s) agrees to pay the balance amount in accordance to the payment schedule as provided by the Developer as he/ she/ they understands that the timely payment is the essence of the terms of booking. If the Applicant(s) delays in payment towards any amount which is payable, he/ she/ they shall be liable to pay interest at the rate prescribed in the RERA Act/ rules and regulations.
36. Since the development of plot depends on timely payment of installments, delay in payment of any of the installment by the applicant(s) will result in delay in possession for which the Developer will not be responsible. The applicant(s) shall not be entitled for any penalty/compensation from the Developer for delayed possession on account of delay in payment of any of the installments by him/her/them.
37. The applicant(s) agrees that in case any payment is made towards the said plot from any third party account then there would be no claim by such third party in the said plot against the payment made from third party account and the Developer shall not be liable or responsible for any inter-se transaction between such third party and the applicant in any manner whatsoever. In the event, the applicant make any payment through any third party account then he/she/they hereby agree(s) to submit a declaration signed by such third party to the Developer and upon receipt of such declaration from the third party and realization of payment, the Developer shall proceed to issue receipt of such payment made by applicant(s) from third party account.

DELAYED PAYMENTS/ CONSEQUENCE OF DEFAULT

38. Timely payment of installments of the Total Price and other charges is essence of this Agreement as any delay would hamper the development of the Plot, the Project and other phases in the Project
39. In case of delayed payments of installments, the provisional allotment shall be cancelled by the developer and balance payment will be refunded without any interest/compensation , after deduction of earnest money i.e. 10% of the total price of the Plot whereafter, Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said provisionally allotted Plot and the Developer shall thereafter be free to resale and /or deal with the said Plot in any manner whatsoever at its sole discretion.
40. In case the Developer, accepts the delayed installments, the interest @ 12% per Annum will be charged for the period of delay in making the payment.
41. That if the Applicant(s) makes payment through cheque, and cheque is dishonoured due to

any reason whatsoever, the Developer shall be entitled to charge Rs.1000/- (Rs.One Thousand Only) per instance from the Applicant(s) as fine/penalty.

CANCELLATION

42. The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. Further the Developer shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on reallocation of the Plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The Developer shall inform the previous allottee the date of re-allotment of the said Plot and also display this information on the official website of UP RERA on the date of reallocation. Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to cancel the allotment of the said Apartment, terminate this Agreement in respect of the said Apartment and forfeit the (i) Booking Amount, as per the definition clause, paid for the allotment, (ii) Interest liabilities of Allottee(s) on delayed / unpaid payments by the Allottee(s), (iii) interest and costs paid by the Developer in respect of brokerage paid / payable by the Developer, and (iv) statutory payments namely, GST, Service Tax, VAT, etc., paid by the Allottee. However, in case amount paid by the Allottee(s) is less than the aforesaid amount of 10% of the Total Price of the Apartment, the entire money paid by the Allottee(s) shall be forfeited by the Developer. The Developer shall return to the Allottee(s) the balance amount paid by the Allottee(s) on re-allotment of the said Apartment to subsequent new allottee / buyer. The refund of balance amount will be made to the Allottee on pro-rata basis as per payment received from new allottee / buyer. The Developer shall inform the previous Allottee(s) the date of re-allotment of the said Apartment and also display this information on the official website of UP RERA on the date of re-allotment. Provided further that notwithstanding anything contrary contained herein, the Allottee shall not claim, demand or request cancellation of booking / allotment of the said Plot or withdrawal from the Project after 60% construction of Project is achieved, as the same will adversely affect the development of the Project and rights of other allottees in the Project.
43. In case the applicant(s) fails to make payments despite the demand raised through notice by the Developer as per the payment plan, the applicant(s) shall be liable to pay interest on the unpaid amount at the rate as prescribed time to time by the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under.
44. In case of default by applicant(s) under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Plot in favor of the applicant(s) and shall forfeit the Earnest money i.e. 10% of the total cost /price of the Plot. However, the Developer shall intimate the applicant(s) about such termination at least 30 days prior to such termination. Further the Developer shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on reallocation of the Plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The Developer shall inform the previous allottee the date of re-allotment of the said Plot and also display this information on the official website of UP RERA on the date of reallocation.

45. In the event of cancellation of plot the applicant shall have no right, lien or interest on the said plot and the Developer shall have the sole right to sell the said plot to any other person in its sole and absolute discretion.
46. The applicant(s) hereby agree that in case of cancellation of booking of the said plot, he/she/they shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.

POSSESSION

47. That it is agreed by the Applicant(s) that the possession of the allotted Plot shall be given only after the payment of all dues by the Applicant(s) i.e., Total Cost of Plot, Preferential Location Charges, Escalation Charges, applicable Taxes etc. and upon execution and registration of the conveyance deed of the Plot.
48. That the Applicant(s) shall get exclusive possession of his/her Plot and will be transferred the title of this area along with proportionate undivided interest in the land under the plot being purchased. . The Applicant(s) shall have no sole and absolute right, interest or title in the remaining part and/or common area of the project except the right of ingress and egress in the common area. These areas and the land for other common facilities shall remain the exclusive property of the Developer. The right of usage of common facilities is subject to observance by Applicant(s) covenants herein contained and up to date of payment of all due amount to the Developer.
49. That the vacant and actual physical possession of the plot shall be delivered by the Developer to the applicant(s) at the time of execution and registration of the sale deed, after receiving all the dues/charges/levies/ duties and taxes with respect to the said plot covered by the Agreement /Maintenance agreement/other agreement or documents executed between the applicant(s) and the Developer as agreed by the applicant(s) to the Developer.
50. The Developer shall endeavor to handover the possession of the plot to the applicant(s) within the agreed time period as declared in RERA Registration subject to extension as may be granted by the Uttar Pradesh RERA Authority. In case of any further delay in handing over the possession, the Developer shall pay interest to the non-defaulting customers as prescribed in RERA Act, however, if the developer had granted any waiver of interest to the customer on his / her / their delayed payments, the same shall be deducted from the interest payable to the customer.
51. The Developer shall offer in writing to the applicant(s) to take over the possession, construct, occupy and use the said plot within the stipulated time mentioned in such notice. The said plot shall be handed over to the applicant(s) for construction, occupation and use subject to the applicant(s) having complied with all the terms and conditions of the application form/ agreement and is not in default under any of the terms and conditions and has complied with all the regulations, provisions, formalities, documentation etc.. The Applicant(s) shall within the stipulated time in

the notice, takeover the possession of the said plot by executing necessary indemnities, undertaking, documentation and making payment of all the dues/ charges/ taxes. Further, besides the levy of applicable holding charges, maintenance charges, other charges/property tax etc. shall also be paid by the applicant(s) to the Developer from the possession due date and said plot will be handed over to the applicant(s) on 'as is where is' basis. The applicant(s) further agrees not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.

52. It is understood and agreed that as per the provisions of RERA the undivided share in the common area would be transferred to the Association of Allottees or the competent authority as the case may be and not to the customer/buyer.
53. The applicant(s) shall after taking possession or deemed possession of the said plot as the case may be or at any time thereafter have no objection to the Developer for continuing with the development of the said Project or other Building(s) adjoining the plot sold to the plot allottee.
54. The Plot shall not be used or allowed to be used for any activity that may cause violation of the law, rules, regulation of the Govt. Court, Concerned Authority etc. or which may create nuisance to neighbor or other residents/occupants in the said project.

55. Plans/ Design of the Developer :

Applicant shall have the right to erect the parcel of plot allotted to him according to his/her design subject to the prior approval of the Developer for design, for construction of boundary wall/fence/grill, internal/ external architecture/façade, gate as the case may be, Applicant shall undertake the construction on the plot in the best interest of maintaining the aesthetics of the said project. The construction on the plot shall further be subject to the rules and regulations of the Ayodhya Development Authority. The Applicant shall have no objection to common services such as sewerage, storm water drainage, water connection, power supply etc. passing through the plot, adjacent to the boundary wall. The allottee agrees to conform with the plinth levels and other standards for the construction on the plot in accordance with the specifications provided by the developer and the allottee undertakes and agrees to carry out the construction of the boundary wall and other construction on the plot in accordance with the layout plan of the project. The allottee agrees and understands that the allottee shall submit the final drawings to the developer in addition to the statutory approvals. Allottee understands that he /she/ they will follow the procedure and timelines as promulgate under applicable laws, notifications, rules and regulations applicable to the Land from time to time before or during such construction.

MAINTENANCE

56. The Applicant(s) of the plot shall pay necessary charges including security deposit for maintaining and up keeping of the plot and providing the various services as determined by the Developer or its nominated agency as and when demanded by the Developer or its nominee. This arrangement will be carried out until the services are handed over to the Association of Allottees or the competent authorities, as the case may be. The Applicant(s) agree(s) and consents to this arrangement and will not

question the same singly or jointly with other Applicants.

57. The applicant(s) hereby agrees to become the member of Association of Allottee (AOA) for availing the Maintenance Services of the Project upon the Developer handing over the same to the AOA, applicant(s) hereby agrees to join the said AOA. Further the applicant(s) shall enter into a separate maintenance agreement.

FORCE MAJUERE

58. The applicant(s) understand(s)/ agree(s) that the sale of the plot is subject to force majeure clause which inter alia includes delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") or there is a delay due to any reasonable circumstances beyond the control of the Developer and in any of the aforesaid events, the Developer shall be entitled to a reasonable extension of the time for delivery of possession of the said Plot.
59. The Developer, as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment, or if the circumstances are beyond the control of the Developer, if so warrants, may suspend the scheme for such a period as approve by the concerned authority and no compensation of any nature, whatsoever can be claimed by the applicant(s) for the period of suspension of the scheme.

INDEMNIFICATION

60. The applicant(s) shall indemnify and keep the Developer its agents, employees, representatives, estate and effect indemnified and harmless against all actions proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the Developer by reason of any breach or non observance, non performance of the terms and conditions contained herein by the applicant(s) and or due to non compliance with any rule, regulation, loss as may be laid down by any Authority/Department/Government and/or nonpayment of municipal taxes, charges and other out goings in respect to the said plot. The applicant(s) agrees to pay such losses on demand that the Developer may or likely to suffer. This is in addition to any other right or remedy available to the Developer.

CORRESPONDENCE

The applicant(s) shall get his/her/their complete address and e-mail ID registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer 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/her/them

at the time when those should ordinarily reach at such address and he/she/they shall be responsible for any default in making payment and other consequences that might occur there from. The applicant(s) hereby agrees that the Developer shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Developer.

EVENTUALITIES IN CASE OF JOINT ALLOTMENT

61. In case there are joint applicants, all communications shall be sent by the Developer to the applicant whose name appears first, at the address given by him/her/them 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.
62. Both the applicant(s) shall abide by all the laws, rules and regulations applicable to the said project.
63. That in case of any dispute between the Co-Applicant(s), the decision from the competent Court shall be honoured by the Developer. However, in such case the co-applicant, either collectively or severally, shall ensure that the installments are paid in accordance with the agreed payment plan, failing which the provisional allotment shall be cancelled and the refundable amount, if any, according to the terms and conditions contained in this allotment letter, shall be paid to all the Applicant(s) in equal proportion.

DISPUTE RESOLUTION AND JURISDICTION

64. All or any disputes, differences, or claims arising out of or in connection with this Application/Allotment, including its formation, interpretation, performance, breach, termination, or the rights and obligations of the Parties hereto, shall first be attempted to be resolved amicably through mutual discussions between the Parties.
65. If the dispute remains unresolved within **thirty (30) days** of such mutual discussions, either party may initiate proceedings before the **Uttar Pradesh Real Estate Regulatory Authority (UP-RERA)** or the **Adjudicating Officer**, as applicable, under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder.
66. Without prejudice to the above, and only in matters where arbitration is legally permissible under RERA, if the parties mutually agree to refer the matter to arbitration, such arbitration shall be conducted in accordance with the **Arbitration and Conciliation Act, 1996**, as amended. The seat and venue of arbitration shall be **Gautam Buddh Nagar, Uttar Pradesh**, and the proceedings shall be conducted in the **English language**. The award of the sole arbitrator shall be final and binding on both Parties.
67. Notwithstanding any dispute or pendency of any proceedings, the Applicant(s) shall continue to comply with all the obligations under this Application/Allotment and any subsequent Agreement, including making due payments, without demur or withholding.
68. This Application and its contents shall be governed by and construed in accordance with the

laws of India. Subject to the provisions of RERA and the Arbitration Clause (if applicable), the **courts at Gautam Buddh Nagar, Uttar Pradesh**, shall have exclusive jurisdiction over all matters arising out of or in connection with this Application.

GENERAL TERMS & CONDITIONS

69. In case the applicant(s) has NRI/ PIO status or if the applicant(s) is foreign national(s) then he/she/they shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, RBI Act or rules 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/ Developer, the amount paid towards booking and further consideration will be returned by the Developer as per applicable rules without any interest but subject to the restrictions laid down by Reserve Bank of India/ Government of India in this regard and the allotment shall stand cancelled forthwith. The applicant(s) agrees that the Developer will not be liable in any manner on such account.
70. In case the applicant(s) want to avail loan facility to facilitate the purchase of the said plot, then the Developer shall facilitate the process subject to the following :
- a. The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only.
 - b. The responsibility of getting the loan sanctioned and disbursed as per the Payment Schedule opted will rest exclusively on the applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Developer as per the schedule, shall be ensured by the applicant(s).
 - c. In case of default in repayment of dues of the financial institution/agency by the applicant(s), the applicant(s) authorize the Developer to cancel the allotment of the said plot and the eligible refundable shall be paid directly to the financing institution/agency. without any reference to the applicant(s).

OR

The Applicant(s) at his/her discretion and cost may avail housing loan from bank / financial

institution. The purchaser shall endeavour to obtain necessary loan sanctions within 30 days from the date of provisional booking. The Developer shall under no circumstances be held responsible for non-sanction of the loan to the allottee for whatsoever reason. The payment of installments to the Developer shall not be linked to the housing loan availed / to be availed by the purchaser. The Applicant(s) shall ensure and confirm that the installment as stipulated in payment plans are paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.

71. The area of the allotted plot shall remain unchanged from that disclosed at the time of allotment and execution of this Application/Allotment Form, as no construction is being undertaken by the Developer on the said plot. The Applicant shall have the exclusive right to undertake construction on the plot at his/her/their own cost, in accordance with the applicable building bye-laws, development control regulations, and local authority approvals.

The Developer shall not be responsible for any variation, encroachment, or change in the plot area that may arise on account of construction carried out by the Applicant or due to any deviation made by the Applicant in violation of applicable laws. The Applicant shall ensure that all construction on the plot is undertaken strictly in compliance with applicable norms, including but not limited to setbacks, height restrictions, and usage permissions.

72. The Applicant hereby irrevocably agrees and understands that the Developer may develop the EWS/ LIG Plots, commercial parts/ convenient shops in future as approved by the competent authorities on the project land and the Applicant shall not create any hindrance, objection, protest, interruption, obstruction for the said development and construction.
73. The applicant(s) has no objection in case the Developer creates a charge on the entire project during the course of development of the project for raising loan from any banking and/or financial institution. However, such charges if created shall be vacated before handing over possession of the Plot to the applicant(s). The creation of such charge shall not affect the rights of the applicant to the said plot.
74. In case the Applicant(s) has been allotted a preferentially located plot, he/she/they shall be liable to pay additional charges as specified in the Payment Plan towards Preferential Location Charges (PLC), which shall be disclosed transparently by the Promoter at the time of allotment. If, due to any approved modification in the sanctioned layout plan by the competent authority, a plot which was not initially categorized as preferentially located becomes so, the Applicant(s) shall be liable to pay the PLC as per the prevailing rate disclosed in the Payment Plan. The Promoter shall raise a written demand in this regard and provide updated layout details approved by the competent authority, if applicable. Conversely, if a plot earlier classified as preferentially located ceases to be so due to any such approved layout revision, the Promoter shall refund or adjust the amount of PLC collected from the Applicant(s) without any interest, compensation or damages. Such refund or adjustment shall be made in the last installment or prior to execution of the conveyance deed, whichever is earlier.
75. If any misrepresentation/concealment/suppression of material facts are found to be

made by the applicant(s), the allotment will be cancelled and ___% of booking amount (administration charges) and all/any taxes as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

76. The applicant(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Developer, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible. Further the applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination.
77. That the address and email given in the application form shall be taken as final unless any subsequent change is intimated to the Developer in writing by the Applicant(s) through Registered / Speed Post Letter/mail. All demand notice, letters, etc. posted at the given address/mail shall be deemed to have been received by the Applicant(s). In case of joint allotment, all correspondence i.e. demand notices, letters, etc. shall be sent only to the given address/email of the Main/First Applicant and the same shall be deemed to have been served upon all the Co-Applicant(s).
78. That the Applicant(s) undertakes that he/she/they/it has gone through the Income Tax Notification dated 31st May 2013 pertaining to deduction of TDS on payment of installments to the Developer and agrees to furnish the certificate of deduction of tax at source to the Developer, as applicable, within the timeline prescribed by aforesaid notification. The Applicant(s) also agrees to furnish his/her/their/its Permanent Account Number (PAN) within 30 days from the date of execution of this Application Form, if not furnished earlier.
79. That it is specifically understood by the applicant(s) that the developer may incorporate additional terms and conditions in the sale deed over and above the terms and conditions of allotment as set out in this application.
80. The Applicant(s) agrees and understand that terms and conditions of the Application and those of the Agreement may be modified/amended in accordance with any directions/order which may be passed by any Governmental Authority(ies), court of law, tribunal, or Commission in compliance with applicable laws and such amendment shall be binding on the Applicant (s) and the Company.
81. The applicant hereby confirms that they have understood the terms and conditions of this agreement and the conditions/ stipulations/ averments made therein shall remain binding on the Applicant irrespective of execution of any further documents, act or deed.
82. That for all intents and purposes, singular includes plural and masculine includes feminine gender.

I/we declare that the above terms and conditions have been read/ understood and the

same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Developer and the Developer 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 Developer 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 qua the said Plot. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

1

2

Name of Applicant(s)

Signature of Applicant(s)

Dated

Place