

APPLICATION FROM

TO,
DIRECTOR
ROYAL RESIDENCY INFRATECH PVT. LTD
106/19, NAZARBAGH. LUCKNOW



Dear Sir,

I/We request that I/WE may please be allotted a Residential Flat in "ROYAL RESIDENCY", at DAUDPUR, GORAKHPUR.

I/We agree to abide by the Terms & conditions of allotment as contained in this application from as well as brochure and any further amendment/additions that may be made by the Company from time to time.

I/We agree to take registration of an undivided interest in the land with relation to this flat as determined and arranged by the builder as and when intimated, subject to the condition, that the flat will be constructed by the said builder as per the G.D.A. approved plan and specified details of the builder for the apartments. I/We agree to sign and execute, as and when desired by the company, the agreement for construction of the flat or the flat. Buyer's Agreement as the case may be the company's standard format which I/We have read thoroughly and understood and I/We agree to abide by the terms and conditions therein.

I/We enclose herewith Cheque/Bank Draft no. : Dt:
for.....

(Rupees Only) drawn on

Bank in your favour, towards my/our booking / earnest money.

Details of Flat: Floor () Flat No. saleable Area Sq. ft.

My/our particulars are given below:

Applicant's Name -			
Father's / Husband's Name -			
Date of birth-		Nationality-	
Qualification(s)		Profession/Occupation & Designation	
Permanent Address-			
Correspondence Address			
Telephone Nos.	Residence	Office	Mobile
Email Address		Passport No.	
Marital Status (tick one)		No. of children	
Resident Status (tick one)		Pan No.	
Married ☐		Single ☐	
Resident ☐		Non Resident ☐	

* Attach Form 60 or 61 as the case may be if PAN is not available

Co-Applicant's

Co-Applicant's Name-			
Father's / Husband's Name -			
Date of birth-		Nationality-	
Qualification(s)		profession/Occupation & Designation	

X..... (Sole/first Applicant)

Permanent Address				
Correspondence Address				
Telephone Nos.	Residence	Office	Mobile	
Email Address	Passport No.			
Marital Status				
(Tick one)	Married ☐	Single ☐	No. of children	
Resident Status				
(Tick one)	Resident ☐	Non Resident ☐	Pan No.	

FIRMS / SOCIETIES / TRUST / OTHERS

Name of the first/ Society / trust-	
Registration No. (if registered)-	
Registration Office /Office Address-	
Correspondence Address-	
Telephone Nos.	office Fax
Email-	
Name Father's/Husband's Name	Mobile No of the
Address of Authorised Signatory	Authorised Signatory
Address of the Authorised Signatory-	

FOR COMPANIES

Name of the	
Date of incorporation	
Registered Office Address	
Correspondence Address	
Telephone Nos. Email	Office fax
Name	Mobile No of
Father's/Husband's Name	the Authorised Signatory
Of the Authorised signatory	
Address of Authorised Signatory	

I/we enclose herewith Copies of Following documents:

- (I) Pan card
- (II) Resident proof (Election card/pas Sport/Driving license)
- (III) copy of Memorandum & Articles of Association and board's Resolutions
- (iv) Copy of partnership Deed/Authority Letter/Resolution (In case of partnership firm/society/trust)

X.....(Sole/first Applicant)

X.....(Second Applicant)

DECLARATION

I/We hereby solemnly declare that above particulars given by me / us are true to the best of my / our part to furnish any particulars desired by the builders, it shall be within the discretion of the Builder to reject my/our application. The builder has no obligation or liability to allot me/ us a flat. 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 builder and it shall be final and binding on me/us.

I/We further agree to pay the balance payment in accordance with the Builder's schedule of instalment. I/We further understand that the timely payment is the essence of transaction and accordingly we will abide by the payment plan. I/We have read the contents relating to the terms and conditions of allotment in detail annexed here to and hereby agree to abide fully by those.

DATE :

PLACE :

Signature of the Applicant

ROYAL RESIDENCY INFRATECH PVT. LTD.

Payment Schedule

Booking Amount	10%
Start of Work	15%
Casting of Basement	15%
Ground Floor Slab	5%
1st Floor Slab	5%
2nd Floor Slab	5%
3rd Floor Slab	5%
4th Floor Slab	5%
5th Floor Slab	5%
6th Floor Slab	5%
7th Floor Slab	5%
8th Floor Slab	5%
9th Floor Slab	FFC + 5% + EC
10th Floor Slab	5% + CP
Balance Payment before possession/Registry	5% + MGG

EC- Electrification Charges. MSC- Maintenance Security Charges, CP - Corpus Fund. FFC = FIRE FIGHTING CHARGES.

All payments to be made in favor of ROYAL RESIDENCY INFRATECH PVT. LTD only.

(i) Housing loan can be arranged as per eligibility

(ii) PROJECT Approved by Gorakhpur Development Authority

FLAT NO. TYPE.

1. FLAT COST:
2. FEE FOR EXCLUSIVE RIGHTS TO USE
TO PARKING SPACE OPEN:
3. PREFERENTIAL LOCATION CHARGES:
4. MAINTENANCE SECURITY CHARGES:
5. ELECTRIFICATION CHARGES:
6. EXTERNAL DEVELOPMENTAL CHARGES:
- INTERNAL DEVELOPMENTAL CHARGES:
7. CORPUS FUND:
8. FIRE FIGHTING CHARGES (FFC):
- TOTAL = (Rupees)

ROYAL RESIDENCY INFRATECH PVT. LTD.

Signature of the Applicants)

X.....(Sole/first Applicant)

X.....(Second Applicant)

NOTES:

- * Free hold Flats.
- * The rebate for early payment, if any shall be allowed as may be decided by the company from time to time. at its retention.
- * Registration fees, stamp duty, maintenance security/charges, and other miscellaneous charges shall be borne and paid by the intending Allottee, as applicable.
- * Prices indicated above are subject to revision from time to time at the sole discretion of the Company.
- * Prices, terms and conditions stated herein are not exhaustive, and have been indicated merely to apprise the Applicant.
- * Service Tax, if nay, shall be charged extra, as applicable.
- * All taxes, charges, cess or few, whatsoever or of any kind, levied or that may be levied in future shall be borne and paid by the Intending Allottee.
- * All payments are to be made by demand draft/pay order/cheque only drawn in favor of Royal Residency Infratech Pvt. Ltd.

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF FLAT IN RESIDENTIAL PROJECT, DAUDPUR, GORAKHPUR

The Intending Allottee will be allotted the Flat on the following broad terms and conditions, and these terms and conditions shall be ciprohensively set out in the Flat Buyer's Agreement (hereinafter referred to as the "Agreement"). The following terms and conditions are indicative in nature, and shall always remain binding on the Intending Allottee (S).

1. The Intending Allottee confirms that he/she has been provided by the Company with all the relevant information, documents, Plans, site map and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure tope provided in the provided being developed by the Company. The i n t e n d i n g Allottee has confirmed that he /she/they have examined the said documents, plants; site map etc. and are fully satisfied in all developed and has understood all limitation and obligation of the Company in relation thereto and has relied solely on his/her its their own judgment and investigation while deciding to apply for allotment.
2. The Intending Allottee shall be liable to pay a total consideration of Rs. (Rupees only) towards the basic price for the purchase of the flat and other charges as per the payment plan opted by him. The Company has calculated the total price payable the intending Allottee for the Flat on the basis of the super area of the flat to, ether with the proportionate cost of providing the common facilities in the bulding where the Flat constructed. The super are given in the application is tentative and the same shall be determind at the time of completion of the Project/handing over possession of the Flat.
3. For it shall be essential condition of allotment that the Flat shall not be used for any purposes other than for residential purposes.
4. The Allottee shall be granted exclusive rights to use one covered parking space on payment of extra fee as provided in the payment plan. Rights to use additional covered parking space may be granted by t. h e company on payment of extra fee by the allottee subject to availability of the same as provided in the payment plan.
5. The earnest money for the purpose of this application and Flat Buyer's Agreement shall always be 10% of the sale price (Basic Sale Price+Preferential Location Charges) that may be applicable from time to time. The earnest money shall be liable to be forfeited in the event of withdrawal of allotment by the Intending Allottee and/or cancellation of allotment on account of default/freach of the terms and conditions of allotment/transfer including non-payment of basic sale price/other charges herein provided or as set out in the Flat Buyer's Agreement. In the eventuality of withdrawal/cancellation, the earnest money deposited will stand forfeited and the balance amount paid, if any, will be refunded to the Intending Allottee, without any interest and such refund shall be made only once the Flat is real lotted / sold to any other person(S).

X.....(Sole/first Applicant)

X.....(Second Applicant)

6. The Intending Allottee (S) has been made to understand and is aware that the Project is self-financed and the completion and progress of construction is subject to timely receipt of installments and other charges as per the payment plan. The intending Allottee(S) understands that withdrawal or cancellation of allotment on account of default, at any time, shall affect the running of the project and hamper/delay its progress, resulting into incurring losses and/or damages by the Company. As such, in case, the Intending Allottee(S) desires for withdrawal of allotment or if the allotment is cancelled on account of default/breach of the terms and conditions of allotment including non-payment of basic sale price/other charges, at any time after completion of 50% of the construction of the Flat, the Company, apart from forfeiting the earnest money, as aforesaid, shall be entitled to deduct an additional amount, as penalty, which shall be 10% of the total amounts paid by the Intending Allottee(s) till that time. The balance amount, if any, will be refunded to the intending Allottee(s), without any interest and such refund shall be made only once the Flat is re-allotted/sold.
7. In-case the Intending Allottee wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the Flat applied for, the Company shall facilitate the process subject to the following:
 - (a) The terms of the financing agency shall exclusively be binding and applicable upon the Intending Allottee only.
 - (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Intending Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Company, as per schedule, shall be ensured by the Intending Allottee, failing which, the Intending Allottee shall be governed by time provision contained in clause 8 as above. © In case of default in repayment of dues of the financial institution/agency by the Intending Allottee, the Intending Allottee authorize the Company to cancel the allotment to the Flat and repay the amount received by the Company till that date after deduction of earnest money, directly to financing/institution agency on receipt of such request from financing agency without any reference to the Intending Allottee.
8. The Intending Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any matters, issues relating to any approvals, permissions, notice, notifications by the Competent Authority become subject matter of any litigation or due to any force majeure conditions, the Company after allotment, is unable to deliver the Flat to the Intending Allottee, the Intending Allottee agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amount received from him/her without any interest or compensation whatsoever.
9. For The purpose of calculation the basic price of the Flat the super Area shall be the covered area inclusive of the area under the periphery walls, area under columns and walls within the Flat, Areas of the wall common with other adjoining Flats, cupboards, plumbing shafts, projection, and balconies plus proportionate share of the areas utilized for common use and facilities, lifts etc. for the Building.
10. The Intending Allottee has seen and accepted the layout plans, building plans, designs and specifications, which are tentative and the Intending Allottee authorize the Company to effect suitable and necessary alterations/modifications in the same as the Company may deem fit or as directed by any Competent Authority (ies). However, in case of any alterations/modification resulting in change in the super area of the Flat any time prior to and upon the grant of completion certificate, if any, in the price of the Flat shall be paid by the Intending Allottee or refunded as the case may be. The Company may on its own provide additional/better specifications and / or facilities other than those specifications provided in the brochure due to technical reasons or for reasons of over-all betterment of the project and the proportionate cost of such changes will be borne by the Intending Allottee.
11. If the company is unable to carry out the constructions of any of the said Building or the said Flat or is unable to construct and hand-over the possession of the said Flat for any reason whatsoever, the Company shall endeavour to offer an alternate flat of approximately the same type/specification and in the event of non-acceptability by the Allottee or non-availability of the alternate flat, the Company shall refund only the actual amount received from the Allottee till then and shall not be liable to pay any damages/comages/compensation or interest to the Allottee, whatsoever. The allottee irrevocably agrees not to raise any demand/claim against the Company on account of it not being to construct and hand-over the said Flat or not providing any alternate Flat.

X.....(Sole/first Applicant)

- 12 Any charges, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, or any increase in the existing charges and taxes, either on the Flat/land or on the construction of the project or on the input or materials or equipment's used or supplied in execution of or in connection with the construction of the Apartment at any time, in future or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Allottee only on pro-rata basis and Allottee shall keep the Company duly indemnified for the same..
- 13 In case of any revision in the External or Infrastructure Development Charges, or if any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc. of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the project, the same shall be binding on the Allottee and shall be charged to the account of the Allottee on pro-rata basis and be payable to the Company on demand.
- 14 The basic sale price, as has been mentioned in the Installment plan attached hereto, has been fixed taking into consideration the cost of steel and cement, at prevailing rate. if there would be any increase in the cost of steel and cement beyond 10% of the prevailing rates, the said increase would be payable in addition to the basic sale price on pro-rata basis.
- 15 The Company shall endeavor to handover possession of the Flat within a period of 2.5 years from the date of sanction of building plans with FAR purchase and receipt of all other approvals (Airforce NOC) subject to timely payments by the Allottee towards the basic sale price and other charges, as demanded in terms of the Agreement. The time frame for possession provided hereinabove is tentative and shall be subject to force majeure and timely and prompt payment of all installments and completion of formalities required. The Company shall be entitled to 12 months additional period in the event there is a delay in handing over possession. However in case of delay beyond a period of 12 months and such delay is attributable to the Company shall be liable to pay compensation @ Rs 5.00 per sq.ft. month of the super Area of the Flat for the period of further delay.
- 16 The Intending Allottee agrees to the Company or the maintenance agency, monthly maintenance charges as demanded by the Company / maintenance agency from the date notified by the Company for taking over possession of the Said Flat. The Company / maintenance charges for a period of 12 months forward, at the rates determined by the Company / failing which interest @ 18% p.a. shall be charges for the period of delay. The maintenance charges shall be payable at the rates determined irrespective whether the Intending Allottee is in occupation of the Flat or not. It is agreed that the maintenance charges may be enhanced from time to time as may be determined by the Company or the maintenance agency. In addition, a sinking fund may be created and will be paid extra by the Intending Allottee. The maintenance charges may be also realized in a pre-paid format by integrating them into the pre-paid electricity systems or otherwise.
- 17 Further, the monthly maintenance charges as intimated to the Intending Allottee by the Company, shall be payable by the Intending Allottee within a period of fifteen (15) days of demand. In case of delay in monthly maintenance charges within this period interest @ 18% p.a. shall be charges for the period of delay. In case of failure of the Intending Allottee to pay the monthly maintenance charges on or before the due date the Company/maintenance Agency will be entitled to effect disconnection of services to the Intending Allottee that may include disconnection of electricity/water/sewer/power back-up and debarment from use of any or all common facilities within the project. The Company may also, apart from other remedies open to it, restrict or object to the transfer of the Flat by the Intending Allottee.
18. All charges payable to various department for obtaining services/connection to Flat like electricity telephone, water etc. including security deposit for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Intending Allottee. The Intending Allottee shall be liable to pay monthly electricity consumption charges and power back-up charges in respect of the Flat on actual through the pre-paid metering system. The Intending Allottee shall also be liable to pay the municipal/house/ property tax, by whatever name called and water tax etc. in respect of the Flat from the date of levy thereof.

X.....(Sole/first Applicant)

X.....(Second Applicant)

29. The common lawns and other common areas shall not be used for conducting personal function such as marriages, birthday parties etc. If any common space is provided in the project for organizing meetings and small functions the same shall be used on payment basis prior permission from the Company /Maintenance Agency.
20. The Intending Allottee shall be required to become a member of the club, and shall be liable to pay to the Company or its nominated agency, which may manage and operate the club such one time membership fee as per the payment plan and other charges as applicable. The membership of the club is compulsory by the Intending Allottee.
21. The Intending Allottee shall be also be liable to pay to the Company cost of stamp duty, registration fee and legal charges for execution and registration of sale deed, at the rate which may be applicable then.
22. The Company may at its sole discretion and subject to applicable laws and notification or any government directions as may be in force permit the Intending Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and administrative charges as may be proscribed by the Company. The Intending Allottee shall be solely responsible and liable, monetary or any other consequences that may arise from such nomination/transfer/ assignment of the Flat by any authority, the Company will have to Comply with the same and the Intending Allottee has specifically noted the same.
23. The Intending Allottee, If resident outside Indian shall solely be responsible for the Compliance of the provision of the foreign Exchange management Act 1999 and other law as may be prevailing and applicable shall be the responsibility of the Intending Allottee.
24. In case there are joint applicants, all communication shall be sent by the Company to the First Intending Allottee only at mailing address given by him which shall be deemed as served on all intending Allottee and no superheat communication shall be sent to the joint Intending Allottee. the address given in the application from shall be final unless any change is Intimated under registered AD letter. All demand notice, letter etc. posted at the given address shall be deemed to have been received by the Intending Allottee and the Intending Allottee (s) shall be responsible for any default in payment and other consequence that might occur therefrom.
25. All payments by the applicant / Intending Allottee shall be made to the Company through demand Drafts/Cheques drawn upon scheduled narks in favor of "ROYAL RESIDENCY INFRATECH PVT. LTD." payable at GORAKHPUR only. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and condition and will be comprehensively set out in the Flat Buyer's Agreement.
26. (a) The builder will construct the mult-storied building in accordance will the approved plan of Gorakhpur development Authority as well as the specifications of construction given the brochure.
- (b) However the Builder shall have the right to effect suitable and necessary alterations in the Building plan If Necessary, and if any increase / decease in the areas the revised price will be applicable at the original rate at which the flat was booked. . if for any reason the Builder is not in a position to allot the flat applied for the Builder shall be responsible only to consider for any alterative property or to refund the amount deposited without any interest within a period of 90 days from the date receiptance from. the area shown in the brochure in the proposed saleable area.
- (c) The builder is at absolute discretion and may make such charge / variations as may be required by the Authorities concerned or otherwise deemed necessary or advisable by the builder itself but without substantially altering the dimension of the said flat/floor area, car parking space to be build for the allot tee.

27. 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 Builder, who may in its sole discretion permit the same on such terms as it may deemed fit.
28. All expenses regarding the any Govt tax or taxes (as service tax) execution of sale deed of the undivided interest in the land as well as the superstructure on it to come will be borne by the allottee.
29. Proportionate cost for the statutory requirements like fire fighting equipment/installation, electric sub-station, extra electrification, individual service meter, water meter etc. if any shall be payable extra by the intending allottee(s) over and above the price of the flat agreed for. Such proportionate expenses will be determined and intimated by the builder at its appropriate time. The intending allottee (s) shall pay the expenses in order to preserve the undivided common interest of the apartment within the capsule.
30. The intending allottee (s) agree to pay the total cost of the flat of (Rs.....) as per payment plan. it shall be incumbent on the intending allottee(s) to company with these terms of payment. in case the installment are delayed the in tending allottee. (s) shall have to pay the interest on the amount dues as follows: (a) Up to 1 month's delay from the date of outstanding amount 18% P. A. Even then if the intending allottee (s) Fails to pay the installments with interest the Builder shall have the right to forfeit the earnest money deposited by him/her and the allotment shall stand cancelled and no refund will be left with no right or lien on the undivided interest after necessary deduction as decide by the builder. Such refund of amount is subject to the re-allotment of the said flat to some other allottee. in case of cancellation of the booking or withdrawal by the allottee/ applicant, the money paid by the allottee/ applicant shall be refunded back to him/her without any interest after necessary as decided as decided by the builder.
31. After allotment of the flat all taxes or charges whether levied execution or in future by Govt. or Authority concerned on the land or on the building (as the case may be shall henceforth be bone and paid by the intending allottee(s) only.
32. (a) Each intending allottee is bound to be a member of the Society/ Association paying the Membership fees to be the builder initially and the allottee has also to pay an advance against the maintenance charges calculated per sq. ft. per monthly basis for a minimum period of six months, before handing over the flats, irrespective of the fact that the physical possession has been taken or not The builder shall hand over all the services to the local bodies, society or association formed with all the co-owners of the multi-storied building.
(b) The allottee has to furnish an affidavit/sign the handed over from with relation to his flat as per the standard format of the Builder before taking possession of the building.
33. Construction, specification and facilities covered for the apartments are mentioned in the brochure as well as in the plan, any additional work, or items, if desired, by the buyer should be intimated well in advance, such acceptance is purely at the discretion of the Builder and may be contingent with additional cost & EMI.
34. The bill amount shall be prepared and determined by the builder for each extra work based on the prevailing price at the time of execution.
35. In the event of delay in completion, or in the delivery for possession of the said unit, by reason of non-availability of labour, cement, water etc. or by reason of war civil commotion, natural calamities etc. or due to any act of God, force majeure or due to any difficult of impossibility arising from any Govt. or local Authority etc. the builder will not be held responsible in any manner.
36. The Intending allottee(s) shall get his/her complete address registered with the time of booking and it shall be his/her responsibility to inform the Builder by Registered A/D letter about all subsequent charges, if any in his/her at the time when these should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequence that might occur there from.
37. The allotment of flats is entirely at the discretion of the Builder and the Builder has the right to reject any offer without assigning any reason thereof.
38. Gorakhpur courts alone shall have jurisdiction in all matters arising out of and/or concerning this transaction.

Date:

Place:

..... (Sole/First Applicant)

..... (Second Applicant)