

**PROFORMA OF APPLICATION FORM FOR RERA PURPOSE**

**Date:**

**To,**

**KADAMSHREE DEVELOPERS INDIA LLP  
BARSANA, MATHURA**

Dear Sir/Madam,

**I/we, the undersigned, apply for provisional allotment of Residential/Commercial Plot/Space (Herein referred to as 'Unit') in your Project named as ANANDAM ("said Project") being developed under lawful arrangement by M/s KADAMSHREE DEVELOPERS INDIA LLP (herein referred to as "Promoter") on land situated at situated at Khasra No 315,325,327 & 329 SITAUAATED AT MAUZA AJNAUKH, CHHATA BARSANA ROAD, BARSANA , MATHURA**

In the event of your agreeing to allot the said Unit, 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 Agreement For Sale as per the format provided by the Promoter and I/we shall accept the specifications pertaining to the Unit and shall pay the Total Price of the said Unit 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 Promoter.

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

My/our particulars are given hereinafter:

**1. Name of First/Sole Applicant**

**Mr./Mrs./Ms.** \_\_\_\_\_ **Son/Wife/Daughter of Mr.** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **PAN No.:** \_\_\_\_\_

**AADHAR No.:** \_\_\_\_\_ **Marital Status:** \_\_\_\_\_

**Nationality:** \_\_\_\_\_ **Residential Status:** Resident/Non- Resident

**Permanent Address:** \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

Contact No.: Res. \_\_\_\_\_ Office: \_\_\_\_\_

Mobile: \_\_\_\_\_ E-Mail ID: \_\_\_\_\_

**Personal Details:-**

Occupation/Business \_\_\_\_\_

Name of the Employer/Business \_\_\_\_\_

Address of the Employer/Business \_\_\_\_\_

Contact No. \_\_\_\_\_

Annual Income \_\_\_\_\_

**Funding Detail:-**

The purchase consideration shall be paid out of

Own Sources/Savings/Investments

Financing from bank/Financial Institutions

Quantum of Loan to be raised Rs. \_\_\_\_\_

**2. Name of Co-Applicant**

Mr./Mrs./Ms. \_\_\_\_\_ Son/Wife/Daughter of Mr. \_\_\_\_\_

Relationship with first applicant \_\_\_\_\_

Date of Birth: \_\_\_\_\_ PAN No.: \_\_\_\_\_

AADHAR No.: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Nationality: \_\_\_\_\_ Residential Status: Resident/Non- Resident

Permanent Address: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

Contact No.: Res. \_\_\_\_\_ Office: \_\_\_\_\_

Mobile: \_\_\_\_\_ E-Mail ID: \_\_\_\_\_

**Personal Details:-**

Occupation/Business \_\_\_\_\_

Name of the Employer/Business \_\_\_\_\_

Address of the Employer/Business \_\_\_\_\_

Contact No. \_\_\_\_\_

Annual Income \_\_\_\_\_

**In case the Applicant is a Company/Firm.**

Name of Company/Firm \_\_\_\_\_

Registered Address \_\_\_\_\_

Date of Incorporation \_\_\_\_\_

Incorporation No \_\_\_\_\_

PAN No.: \_\_\_\_\_ E-Mail ID: \_\_\_\_\_

Contact No.:Tel.No. \_\_\_\_\_ Mobile: \_\_\_\_\_

Nature of business of the Company/Firm \_\_\_\_\_

Correspondence Address (in case different from registered address \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

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

Designation of Authorized Signatory \_\_\_\_\_

Address of Authorized Signatory \_\_\_\_\_

Contact No.: Res.: \_\_\_\_\_ Office: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-Mail ID: \_\_\_\_\_

**Details of Unit Applied For :-**

Unit/Plot Size:.....

Basic Sale Price:.....(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

**Amount Paid with Application :-**

Paid Rs.....(Rs.....)

including Taxes vide Cheque /RTGS /NEFT /DD .....

dated ..... Drawn on (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:**

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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 Promoter, it shall be within the discretion of the Promoter to reject my/our application.

The Promoter has no obligation or liability to allot me/us a unit.

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

NAME OF APPLICANT (S)

SIGNATURE OF APPLICANT(S)

1.

1.

2.

2.

DATE.....

PLACE.....

<b>CHECKLIST</b>	
• Application Form is 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: ..... 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 Unit allotted

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

Basic Sale Price Rs. ....

Additional Charges Rs..... Taxes

Rs.....

3. Total Unit 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 unit, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to the project, which have been well explained by the Promoter/ Co-Promoter & understood by him/her/them.
2. The applicant(s) agrees that the allotment of the unit is entirely at the discretion of the Promoter and the Promoter has the right to reject any application without assigning any reason thereof. It is agreed that the possession of the unit may not be given by the Promoter 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 and accepted by the Promoter.

### **TITLE**

4. The applicant(s) has satisfied himself/herself/themselves about the interest and title of the Promoter/Co-Promoter in the land on which the said project/unit is being developed and has understood all limitations and obligations in respect thereof.

### **LAYOUTS AND PLANS**

5. The applicant(s) has seen, understood and accepted the approved plans, specifications and facilities to be provided in the project/unit.
6. 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.
7. The applicant(s) understands and agrees that the Promoter 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. The Promoter is entitled to make such minor additions or alterations as may be required by him/her/them or such minor changes or alterations as may be necessary due to any structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to him/her/them and the acceptance of such declaration shall not be unreasonably withheld.

### **AGREEMENT FOR SALE/ ALLOTMENT LETTER**

8. The applicant(s) agrees to sign & execute as and when desired by the Promoter, the allotment letter and /or the agreement for sale, 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.

### **PAYMENTS**

10. The applicant(s) agrees to pay sale price of the unit, additional charges, taxes, duties and cesses as fixed and informed by the Promoter.
11. The expenses for stamp duty etc. for execution of any legal document such as Agreement for sale, 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).
12. 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 Promoter then under such circumstances receipt of such deposit may not be issued and applicant(s) will not complain for the same.
13. Applicant(s) agrees that the amount paid with the application and in installments as the case may be, to the extent of 10% of total price of the said unit shall collectively constitute the booking amount.
14. The applicant(s) agrees to pay the balance amount in accordance to the payment schedule as provided by the Promoter 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.
15. Since the development of unit 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 Promoter will not be responsible. The applicant(s) shall not be entitled for any penalty/compensation from the Promoter for delayed possession on account of delay in payment of any of the installments by him/her/them.
16. The applicant(s) agrees that in case any payment is made towards the said unit from any third party account then there would be no claim by such third party in the said unit against the payment made from third party account and the Promoter 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 Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue receipt of such payment made by applicant(s) from third party account.

### **CANCELLATION**

17. If applicant(s) cancels the booking application within **ONE** month (*one month advisable*) from the date of application in that case he/she/they shall be entitled to get

a refund of whole amount paid by him/her/them after deducting taxes thereon. If applicant(s) cancels the application after one month from the date of application and before executing the agreement for sale as per section 13 of the RERA, the Promoter shall forfeit **10%** of the booking amount (earnest money) as cancellation charges and all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit, from the amount received by the Promoter from the applicant(s) till date.

18. In case the applicant(s) fails to make payments for 2 (two) consecutive demands made by the Promoter as per the payment plan, despite having been issued notice in that regard, 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.
19. In case of default by applicant(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after the first notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favor of the applicant(s) and refund the money paid to him by the applicant(s) after deducting the booking amount, Taxes and the interest liabilities and this agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the applicant(s) about such termination at least 30 days prior to such termination.
20. In the event of cancellation of unit the applicant shall have no right, lien or interest on the said unit and the Promoter shall have the sole right to sell the said unit to any other person in its sole and absolute discretion.

#### **POSSESSION**

21. That the vacant and actual physical possession of the unit shall be delivered by the Promoter 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 unit covered by the Allotment Letter/ Agreement for sale/Maintenance agreement/other agreement or documents executed between the applicant(s) and the Promoter as agreed by the applicant(s) to the Promoter.
22. 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 applicant(s)/ buyer.
23. The applicant(s) shall after taking possession or deemed possession of the said unit as the case may be or at any time thereafter have no objection to the Promoter for continuing with the construction/development of Project Building/Land or other Building(s) adjoining the unit sold to the unit allottee.

#### **Plans/ Design of the Promoter:**

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 Promoter 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 unit in the best interest of

maintaining the aesthetics of the said project. 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. Allottee understands that he /she/ they will follow the procedure and timelines as promulgated under applicable laws, notifications, rules and regulations applicable to the Land from time to time before or during such construction.

#### **MAINTENANCE**

24. The Applicant(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping of the unit and providing the various services as determined by the Promoter or its nominated agency as and when demanded by the Promoter 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.
25. The applicant(s) hereby agrees to become the member of Association of Allottee (AOA) for availing the Maintenance Services of the Project upon the Promoter 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**

26. The applicant(s) understand(s)/ agree(s) that the sale of the unit 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 or government/NGT guidelines 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 Promoter and in any of the aforesaid events, the Promoter shall be entitled to a reasonable extension of the time for delivery of possession of the said Unit.
27. The Promoter, 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 Promoter, if so warrants, may suspend the obligations for such a period as approved by the concerned authority and no compensation of any nature, whatsoever can be claimed by the applicant(s) for the period of suspension.

#### **INDEMNIFICATION**

28. The applicant(s) shall indemnify and keep the Promoter 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 Promoter by reason of any breach or nonobservance, nonperformance of the terms and conditions contained herein by the applicant(s) and or due to noncompliance with any rule, regulation, loss as may be laid down by any Authority/Department/Government and/or nonpayment of municipal taxes, charges and other outgoings in respect to the said unit. The applicant(s) agrees to pay such losses on demand that the Promoter may or is likely to suffer. This is in addition to any other right or remedy available to the Promoter against the applicant(s).

## **CORRESPONDENCE**

29. The applicant(s) shall get his/her/their complete address and e-mail ID registered with the Promoter at the time of booking and it shall be his responsibility to inform the Promoter 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 therefrom. The applicant(s) hereby agrees that the Promoter shall not be liable/ responsible for replying to any query received from any address/ e-mail ID not previously registered with the Promoter.
30. In case there are joint applicants, all communications shall be sent by the Promoter 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.

## **GENERAL TERMS & CONDITIONS**

31. 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 for complying with the necessary formalities as laid down in the 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/ Promoter, the amount paid towards a booking and further consideration will be returned by the Promoter as per applicable rules and Terms & Conditions of this agreement without any interest and the allotment shall stand cancelled forthwith. The applicant(s) agrees that the Promoter will not be liable in any manner on such account.
32. In case the applicant(s) want to avail loan facility to facilitate the purchase of the said unit, the Promoter shall facilitate the process subject to the following :
  - i. The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only.
  - ii. 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 Promoter as per the schedule, shall be ensured by the applicant(s).
  - iii. In case of default in repayment of dues of the financial institution/agency by the applicant(s), the applicant(s) authorize the Promoter to cancel the allotment of the said unit and the eligible refundable amount shall be paid directly to the financing institution/agency without any reference to the applicant(s).
33. The plot area of the unit remains the same as at the time of purchase because there is no construction activity adopted on the said plot by the Promoter. The Applicant of the

unit *suo moto* constructs the unit on the said plot/ space and the Promoter shall not be responsible for any change in the area of the plot due to his/ her own construction.

34. The applicant(s) has no objection in case the Promoter creates a charge on the entire project during the course of development of the project for raising a 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 a charge shall not affect the rights of the applicant(s) to the said unit.
35. If any misrepresentation/concealment/suppression of material facts are found to be made by the applicant(s), the allotment will be cancelled and 100% of the booking amount (administration charges) and all/any taxes & amounts as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect including any losses & damage suffered by the Promoter.
36. 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 Promoter, 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.
37. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Courts where property under subject to sale is situated.

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us.

I/we have sought detailed explanations and clarifications from the Promoter and the Promoter 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 Promoter 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 Unit. 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 .....

DRAFT