

**ARDIA PROJECTS LLP**  
**Flat No. 101, Plot No. 1-IBB-2, Sushant Golf City, Lucknow-226030**  
**www.newdowntown.com**

**-- For RERA Registration purposes only --**

**APPLICATION FROM**

Dear Sir/s

I/We the undersigned request that a Shop/Office/Storage Space /Food Court may be allotted to me/us per the company's terms and conditions which I/We have read and understood and shall abide by the same as stipulated by your company.

I/We further agree to sign and execute any necessary agreement, as and when desired by the company on the company's standard format in accordance with UPRERA guidelines.

I/We have in the meantime, signed the salient terms and conditions of sale attached to this application form.

I/We remit here with a sum of Rs.....(Rupees.....  
.....by Bank draft/Cheque No.....Dated.....

Drawn on.....Bank payable at Lucknow as part of earnest money.

(All drafts and cheques to be made in favor of KANAK BIHARI BULDERS PRIVATE LIMITED payable at Lucknow or as mentioned in price list of the project)

I/We agree to pay further installments of sale price as stipulated / called for by the company and the other charge as and when called for. My/Our particulars as mentioned below may be recorded for reference and condition.

1. Application Sole/First).....

S/W/D .....Nationality.....

Address (for communication) .....  
.....

..... Pin Code: 

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Aadhar No.....PANNo.....

Marital Status: ..... Nationality: .....

Residential Status: Resident/Non- Resident

Email .....Mobile.....

Personal Details:

Date of Birth.....Qualification.....

Professional Details:

Occupation/Business ..... Name-of the Employer/Business.....

Address of the Employer/Business.....

Contact No.....Annual Income.....

2. Second Applicant Name .....

S / W / D of .....

Local address.....

..... Pin Code 

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Aadhar No.....PAN No.....

Marital Status: ..... Nationality: .....

Residential Status: Resident/Non- Resident

E-mail .....Mobile.....

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**3. Details of Unit to be purchased :-**

Unit Type: .....

Floor:.....

Super Built Up (Sq. ft./Sq.Mtr.):.....

Built Up (Sq. Ft./ Sq.Mtr.).....

Carpet Area.....

Rate :- \_\_\_\_\_

Basic Sale Price:..... (Rupees.....)

Preferential location Charges: .... (Rupees.....)

Right to use of Covered parking chargers \_\_\_\_\_

Additional Cost.....

Cost of Maintenance (for one year from the date of obtaining CC).....

Other Cost.....

Taxes: .....(Rupees.....)

Total Sales Price: ..... (Rupees.....)

Reserved Right of Parking: YES  NO

Open Parking  Covered Parking

Payment Plan opted: Down Payment  Interest Free Construction Linked Installment Plan  Flexi Payment Plan

Funding Details:

The Purchase consideration shall be paid out of:

Own Sources/Savings/Investments

Financing from banks/Financial Institutions

Quantum of Loan to be raised: R s .....

**4. Particulars of the Agent/Dealer**

Name : .....

Address & Phone No s : .....

**DECLARATION**

I/We the undersigned (Sole/First and second Applicant) do hereby declare that the above mentioned particulars/information's given by me/us are true and correct and nothing has been concealed there from.

Yours Faithfully,

Signature of Applicant (s)

Place.....

Date.....

## **TERMS & CONDITIONS FOR ALLOTMENT**

1. The intending Allottee (s) has/have applied for a commercial unit /Food court with the full knowledge and subject to all the law/notifications and rules applicable to this area in general which have been explained by the company and understood by him/her/them.
2. The intending allottee(s) has/ have Fully satisfied himself/herself/themselves about the interest and the title of the company in the said land on which the unit will be constructed and has/have understood the obligations in respect thereof and there will be no more investigation or objection by the intending allottee(s) in this respect.
3. The intending allottee(s) has/have accepted the plans, designs, specifications which are tentative and are kept at the company's offices and agrees that company may effect such variations, additions, deletions and modifications there in as it may deem appropriate and fit after discussion with the intending allottee or as may be done by the competent authority in compliance to section 14 of RERA, 2016.
4. The company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit change in its number, dimensions, height, size area layout or change of entire scheme. The said changes will be done in accordance to section 14 of RERA, 2016.
5. The intending allottee(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 or the company, will may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible.
6. The intending allottee(s) agrees that he/she/we shall pay the price of the unit on the basis of the carpet area and all other charges as mentioned in the agreement executed between them. He/she/we also agree(s) to make all payments through demand drafts/cheques draw upon and payable at Lucknow only.
7. The Company and the intending allottee(s) here by agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 10% (Ten) of the basic sale price of the unit will collectively constitute the earnest money/booking amount. This earnest money shall stands forfeited in the event of failure by the intending allottee(s) to sign the Allotment letter/ Agreement within the time allowed by the company or violating any terms and conditions written in agreement to sell or application form as the case may be.
8. The time of punctual payment of installments is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee shall have to pay interest as per the agreement, on the delayed payments and the Company reserves its right to forfeit the earnest money in event of irregular/delayed payments/non fulfillment of terms of payment and the allotment may be cancelled at the discretion of the company.
9. 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:
  - a. The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only.
  - b. The responsibility of getting 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).
  - c. 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 eligible refundable amount shall be directly paid to the financing institution/agency on receipt of such request from financing agency without any reference to the applicant(s)
10. If at any point of time the Allottee(s), proposes to cancel/withdraw from the project, the company is entitled to forfeit the booking amount paid for the allotment along with all/any taxes, duties, cess, etc. deposited by the company to the concerned department/authority in respect of the said Unit. The company shall refund 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (Forty Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent ) of the balance amount on re-allotment of the Apartment or at the end of one years from the date of cancellation/withdrawal,

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whichever is earlier. Allottee is also required to pay all other penalties and interest liabilities due as on the date of such termination

11. At present, the safety measures have been provided as per existing fire code regulation.
12. The intending allottee(s) agrees(s) to the Company and to pay on demand all taxes. Levies or assessments, whether levied or Livable in further, on land and/or the building as the case may be, from the date of allotment.
13. The Company shall endeavor to give the possession. of the unit to the intending allottee(s) within committed period subject to force majeure circumstances and on receipt all payments accordance to the payment plan applicable to him/her/them. The company on completion of the construction shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the unit, in the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charge and any other levies as applicable on the allotted unit.
14. The intending allottee(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 company or its nominated agency as and when demanded by the company or its nominee. This arrangement will be carried out until the service are handed over to the local bodies or association of allottees as the case may be. The intending allottee(s) agree(s) and consent(s) to this arrangement and will not question the same singly or jointly with other Buyers and will execute a separate maintenance agreement with the company or its nominated agency before taking over the possession of the unit.
15. The sale Deed shall be executed and got registered in favor of the intending allottee(s) within the reasonable time after receipt of the completion certificate from the competent authority. The intending allottee(s) shall pay as and when demanded by the company Stamp Duty and Registration charges/ Mutation charges and all other incidental and Legal Expenses for execution and registration of Sale Deed/mutation of the unit in favor of the intending allottee(s).
16. The intending allottee(s) shall get his/her/its complete address registered with the company at the time of booking and it shall be his/her/their responsibility to inform the company by registered A/D letter about all subsequent changes. If any, in his/her/their address (es), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of property booked must be mentioned clearly.
17. The Company shall have the first lien and charge on the said unit for all it dues and other sums payable by the intending allottee(s) to the company. Unless a conveyance deed is executed and registered, the company shall for all intents and purposes continue to be the owner of the land and also the Constructions thereon and this proposal shall not give to the intending allottee(s) any right or interest therein.
18. The allotment of unit is entirely at the discretion of the company and the company has the right to reject any application without assigning any reason thereof.
19. The price of the unit stipulated herein is based on All India Whole Sale Index for all commodities. However, during the progress of the work. escalation in cost takes place which will be based on All India Whole Sale Index for all f commodities the effect of such increase as assessed by the company and intimated to the intending allottee(s) shall be payable by him/her/them our and above the price. Calculation of escalation will be done as mentioned is escalation clause of the Allotment Letter/Agreement. The decision of the company in this respect shall be final. and binding on the intending allottee(s). The increased incidence may be charged and recovered by the company from the intending allottee(s) with in one or more of the installment or separately as per the formula for calculating escalation cost given in the Buyers Agreement
20. The intending allottee undertakes to abide by all the laws, rules and regulations as applicable to the said property.
21. The intending allottee shall get its agreement to sell registered after payment of 10% of the BSP as per the guidelines of UPRERA.
22. 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 on the prescribed format provided by the promoter.
23. Any dispute of differences arising out of/touching and/or concerning this transaction which may arise between the company and the allottee(s) during currency or expiry of this transactions, the same shall be settled by mutual consent failing which the matter be referred to the decision of an arbitrator to be appointed in writing by the parties, or if they cannot agree upon

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- a single arbitrator to the decision of three persons as arbitrator, one to be appointed by each party and they shall appoint the third arbitrator who shall act as the presiding arbitrator. The arbitrator proceeding shall be governed by the then prevailing rules and provision of Arbitrator and Conciliation Act, 1996.
24. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Court where property under subject to sale is situated.
  25. The intending allottee(s) agree to pay the total basic sale price and other charges including right to use of covered parking (if availed) as per the payment plan (Down Payment/Installment Plan) opted by him/her/them.
  26. The internal maintenance of said Unit including walls and portions, pipes, attached lawn and terrace areas shall be exclusive responsibility of the allottee from the date of possession or Possession Due date, whichever is earlier.
  27. In the event the intending allottee's decide to give its unit on Lease/Rent to a third party, the first right of refusal shall remain with the firm.
  28. The intending allottee(s) shall also not charge color scheme of the outer walls painting of the exterior side of the doors and windows etc, or carry out any change in the exterior elevation or design.
  29. The allottee(s) shall not use the premises for any activity other than the use specified for.
  30. In case there are joint intending allottees all communications shall be sent by the Company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purposes considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottees. The intending allottees have agreed to this condition of the company.
  31. The intending allottee(s) agree(s) that sale of the unit is subject to force majeure clause which interalia include by reason of war, or enemy action or earthquake or any act of God, delay in certain decision /clearances from statutory body, or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid event the company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.
  32. The intending allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the building or anywhere on the exterior of the building or common areas except the assigned place without the written approval of the company.
  33. 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. Further the applicant(s) shall not modify the internal/external structure and scheme even at the later stage to keep the harmony and spirit of the project. Applicant further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project except the area designed for the same.
  34. Applicant will not open such business or profession which may cause hindrance, nuisance or disturbance to owners/occupants of other units and/or Common Area / Common Parts. So, customer will have to intimate and seek permission for type of business he/she is opening from the company or the maintenance agency or the society as formed as the case may be.
  35. The Applicant undertakes not to sub-divide or merge any one or more unit(s) agreed to be sold to him / her.
  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 and such fees 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. 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 loan from any banking and/or financial institution. However, such charges if created shall be vacated before handing over possession of the unit to the applicant(s). The creation of such charge shall not affect the rights of the applicant to the said unit.
  38. If any misrepresentation/concealment/suppression of material facts are found to be made by the applicant(s), the allotment will be cancelled and 10% of booking amount (cancellation 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.

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I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the scheme.

Date.....

Place.....

Signature of the Intending Allottee(s)

DRAFT