

HALWASIYA SHIVLAR SAMBANDH

Application for Allotment of a Residential House
In “HALWASIYA SHIVLAR SAMBANDH” ROW HOUSING PROJECT

at Village Shivilar and Magahua
New Jail Road, Lucknow

E-mail: sales@sambandh.org.in, URL: http://www.sambandh.org.in,Tel:91-522-4259696,

M/s Halwasiya and Sons Pvt Ltd

Halwasiya Court, Hazratganj,
Lucknow, Uttar Pradesh

I/ we request that I/ we may be provisionally allotted a Unit/ House in your “HALWASIYA SHIVLAR SAMBANDH” Row Housing Project at village Shivilar, New Jail Road, Lucknow.

I/we am/are depositing herewith a sum of Rs. _____ in words _____ Only
in your favour through Bank Draft/ Cheque No. _____ dated _____ drawn on _____
as application money/Transaction Detail _____ (only in case
of online payment).

In the event of the Developer/Company agreeing to provisionally allot a House in the project, I/we agree to pay the balance amount of total sale price including all other charges as stipulated in the payment plan.

I/we have clearly understood that this application does not constitute an Agreement to Sell and I/we do not become entitled to the provisional or final allotment of House notwithstanding the fact that the Developer/Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Agreement to Sell on the Developer/Company’s standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Developer/Company. If, however, I/we withdraw/cancel this application or I/we fail to execute the Agreement to Sell within (30) days from the date of its dispatch by the Developer/Company then the Developer/Company may at its sole discretion treat my/our application as cancelled and the application money paid by me/us shall stand forfeited.

I/We have clearly understood and agree to abide by the terms and conditions laid down with this application form, including those related to payment of total sale price and other charges.

DETAILS OF THE APPLICANT(S)			
<div>Name of the Sole/First Applicant</div> <div>Mr./Mrs./Ms. _____</div> <div><div>Passport size photo of sole/ first applicant</div></div>		<div>Name of the co/second Applicant</div> <div>Mr./Mrs./Ms. _____</div> <div><div>Passport size photo of co - applicant</div></div>	
Date of Birth		Date of Birth	
Son / Daughter / Wife of		Son / Daughter / Wife of	
PAN (Mandatory)		PAN (Mandatory)	
Aadhar No.		Aadhar No.	
Mobile No.		Mobile No.	
Email Id:		Email Id:	
<div>Correspondence Address:</div> <div>House No. _____</div> <div>Lane _____</div> <div>City _____</div> <div>Pin Code _____</div> <div>State _____</div>	<div>Permanent Address:</div> <div>House No. _____</div> <div>Lane _____</div> <div>City _____</div> <div>Pin Code _____</div> <div>State _____</div>	<div>Correspondence Address:</div> <div>House No. _____</div> <div>Lane _____</div> <div>City _____</div> <div>Pin Code _____</div> <div>State _____</div>	<div>Permanent Address:</div> <div>House No. _____</div> <div>Lane _____</div> <div>City _____</div> <div>Pin Code _____</div> <div>State _____</div>

If the allotment of House(s) is to be done in the name of a Company, the details of the Company are to be furnished as under-

Name of the Company

Address

Telephone No. Mobile No.

Mail ID

CIN No

PAN No GST No.

Customer Profile:

Self Employed

Private Service

Govt. Service

Retired

NRI

House Wife

Marital Status:

Single

Married

Annual Income of the applicant(INR) (Tick the category)

Less than 3 lakh

3- 6 Lakh

6-12lakh

12-18lakh

18 lakh and above

Type of theHouse (as per details given in the brochure) for which this application is submitted-

Type 1& 2

Type 3&4

Type 5&6

Type 7&8

Preferred mode of payment

Own Funds

Home Loan through a bank/financial institution

Payment Plan Opted

Down Payment-Plan A

Construction Linked-Plan B

Any Other-Plan C

I/We, the above Applicant(s), do hereby declare that the above mentioned particulars/informations given by me/us are true and correct to the best of my knowledge & belief.

Signature of First Applicant

Date

Place

Signature of Co Applicant

Date

Place

Note:

1. All cheques/ demand draft to be made in favor of drawn at Lucknow

2. If your price and payment plan is not signed within seven days of receiving your cheque/DD, the payment plan will automatically be considered to be construction Linked-Plan

FOR OFFICE USE ONLY					
Enquiry No:_____		Date of Booking_____		Customer ID_____	
Unit Allotted: House No _____		Plot Area _____ Sq.mt. _____ Sq.Ft.		Carpet Area _____ Sq.mt. _____ Sq.Ft.	
Total Price Rs. _____ In Words _____ Only					
Total Price Details Basic sale Price: Rs. _____ (Rupees _____ Only) EDC/IDC : Rs. _____ (Rupees _____ Only) EEC :Rs. _____ (Rupees _____ Only) PLC (if any) :Rs. _____ (Rupees _____ Only) IFMS : : Rs. _____ (Rupees _____ Only) CAR Parking : Rs. _____ (Rupees _____ Only) GST :Rs. _____ (Rupees _____ Only) Total Sale Value: Rs. _____ (Rupees _____ Only)					
Sales Executive		Head – Sales	Accountant	Finance- Head	CCO
Direct <input type="checkbox"/>		Referral Name _____ Mobile No _____		Agent Name _____ Mobile No. _____ RERA Registration No _____	

TERMS AND CONDITIONS

Forming Part of this Application for Provisional Allotment of a Residential House in Row Housing Project at Village Shivlar, New Jail Road, Lucknow, UP

The terms and conditions below shall form the part of Agreement to Sell and in case of any contradiction the Agreement to Sell shall supersede the terms and conditions as set out in this Application below:

1. The Applicant(s) agrees that it has applied for allotment of a residential House in the Row Housing Project under the name and style of HALWASYA SHIVLAR SAMBANDH situated at village Shivlar and Magahua, New Jail Road Lucknow, UP i.e. the Project, notwithstanding anything contained herein this application. The Applicant(s) understand that the application will be considered as valid and proper only upon realization of the amount tendered and completion of the documents submitted along with this application.
2. Before applying for allotment of said House, the Applicant(s) has understood & verified the terms & condition of allotment and price of the said House with Developer/Company and have fully satisfied themselves about the terms, conditions, total price of the said House and nature of right, title, interest of the Developer/Company in the said Project which is being developed by the Developer/Company as per prevailing bye-laws & guidelines of the concerned Competent Authority and subsequent amendments thereof and has further understood all limitation and obligation in respect thereof. The Applicant(s) further agree and undertake to abide by the terms and conditions of all the permissions, sanction, direction etc. issued by said Authority in this regards to the Developer/Company.
3. The Project is proposed to be developed & marketed in a phased manner & each phase of the project is to be individually referred as Said Project, which has been registered with the Real Estate Regulatory Authority of Uttar Pradesh.
4. The Applicant(s) has applied for allotment of a Residential House in the Said Project with the knowledge & subject to compliance of all the laws, notifications & rules applicable to this area & the Said Project, which have been explained by the Developer/Company and understood by the Applicant(s).
5. The address given in this application form shall be taken as final unless, any subsequent change has been intimated under Registered Acknowledgement due letter by the Applicant(s). All demand, notice, letter etc. posted at the address given in the application form shall be deemed to have been received by the Applicant(s). In case of joint Applicant(s), the Applicant(s) agrees that all communications, demand notices, etc. shall be sent by the Developer/Company to the Applicant(s) whose name appears first and at the address given by them and the same shall for all purposes be considered as served on all joint Applicant(s).
6. The Applicant(s) agrees that it shall pay the price of the House that includes the cost of the plot area, cost of the construction, cost of the development of common area and all other facilities and all other charges of the Project.
7. The Applicant(s) shall make all payment as per Payment Plan only from the Applicant(s) bank account(s), and Developer/Company shall not be responsible towards any third party making payment on behalf of the Applicant(s) and such third party shall not have any right in the allotment of the House in any way and the Developer/Company shall issue the payment receipts in favour of the Applicant(s) only.
8. The Developer/Company shall have the right to adjust/appropriate the instalment amount received from the Applicant(s) first towards the delay in payment charges and other sums if any.
9. The Applicant(s) agrees and confirms that its right, title and interest in the said House shall be limited to and governed by what is specified by the Developer/Company in the said declaration and in no manner confer any right, title or interest to the Applicant(s) in any lands, facilities, amenities outside. The Applicant(s) agrees that the Developer/Company may in its sole discretion or for the purpose of complying with the provisions of any applicable laws, substitute the method of calculation the proportionate share/interest in the common areas and facilities, in any declaration.
10. While calculating the Total Price of the House, the Developer/Company has taken into account the External Development Charges (EDC) as levied by competent authorities/Government of UP on the dates of bilateral agreements / issue of licenses. The Applicant(s) agrees to pay to the Developer/Company, the Enhanced External Development Charges, by whatever named called, levied in future by the competent authorities/Government of UP, as and when demanded by the Developer/Company. In addition to the EDC/ Enhance EDC, the Applicant(s) also agrees to pay electrification energising charges (EEC), fees, cesses, municipal tax, property tax, Internal Development Charges (IDC), any other charges, service tax, wealth tax, GST or any other taxes etc., of all and any kind and by whatever name called, whether levied now or in future, as the case may be from the date of this Application in proportion to the Carpet area of the House to the carpet area of all Houses in the Project. If such charges are increased (including with retrospective effect) includes after the conveyance deed has been executed, then the Applicant(s) undertakes to pay such charges directly to the Government Agency or department concerned or to the Developer/Company forthwith, raising such demand on the Applicant(s). In the event such charges remain unpaid, the Applicant(s) that the same shall be treated as the unpaid sale price of the said House and the Developer/Company shall have the first charge and lien over the said House and the Applicant(s) shall have no right and interest left in the said House.
11. The Applicant(s) agrees that the amount paid with the application and in instalments as case may be, to the extent of 10% of the total price of the said House shall collectively constitute the booking amount.
 - a. The Applicant(s) understands and agree with the payment plan opted by him and further agrees that timely payment of instalment of the basic cost and allied/ additional cost, Govt. levy and any other charges etc. pertaining to the said House is the essence of the terms of the booking. The Applicant(s) agree to make all payments within time as per the terms of schedule of Payments as mentioned in Agreement to Sell/ allotment and/or as may be demanded by the Developer/Company from time to time and the Applicant(s) agrees that the Developer/Company is under no obligation to send demand/ reminders for payments. The Applicant(s) understands and agrees that in case the Applicant(s) fail to make payments as per the payment plan, the Applicant(s) shall be liable to pay interest to the Developer/Company on the unpaid amount at prescribed SBI MCLR+1% per annum.
 - b. In case the Applicant(s) fails to make payment for a period beyond 2 consecutive months after notice from the Developer/Company in this regard, the Applicant(s) hereby authorizes the Developer/Company to cancel the allotment of the Said House and forfeit the amounts paid by him, the booking amount as aforementioned together with interest on delay payment due or payable, brokerage, dealer commission etc. The amount if any, paid over and above the booking amount, interest on delay payment due or payable, brokerage, dealer

commission etc. shall, however be refunded to the Applicant(s) or financial institution, as the case may be by the Developer/Company without any interest after compliance of certain formalities by the Applicant(s), and the allotment of the House as well as Agreement to Sell executed between the Developer/Company and the Applicant(s) shall there upon stand terminated.

12. The Total Price includes the proportionate cost of fire fighting and fire safety equipment's as required by the existing rules and regulations. In case of any subsequent changes/amendments in fire codes including National Building Code, additional fire safety measures if taken then the Applicant(s) undertakes to pay the additional cost in proportion to the Carpet Area including Balcony Area of the House to the total Carpet Area including Balcony Area of the Said Project.
13. The Total Price mentioned in this Application is inclusive of the cost of providing electric wiring in each House and in the common areas of the Project, items including but not limited to cost of electric fittings, fixtures, geysers, electric and water meter shall be installed by the Applicant(s) at its own cost.
14. It has been made clear to the Applicant(s) that no parking space is allotted to it, and if any, the shall form an integral part of the Project and the Applicant(s) shall not be entitled to sell / deal with the parking space independently of the said House. All clauses of this Application and the Agreement to Sell pertaining to allotment, possession, cancellation etc., shall apply mutatis mutandis to the said parking spaces wherever applicable. It has been made clear to the Applicant(s) that the parking space, if any, allotted to it, shall be for its exclusive use only, to the exclusion of other applicants in the Project. The Applicant(s) hereby undertakes that it shall not make any claim whatsoever on the reserved parking spaces allotted to other occupants of the Project or un-reserved parking spaces in the Project and such other parking spaces shall be under the exclusive ownership of the Developer/Company and shall be dealt with by the Developer/Company at its own discretion as it may deem fit. The Applicant(s) agrees that the Developer/Company may impose such terms and conditions including pay and park system as it may deem fit for such unreserved parking spaces. The Applicant(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas for the purpose of the declaration which may be filed by the Developer/Company as the reserved parking space form an integral part of the House.
15. The Applicant(s) is aware that the owners of the Houses in each phase shall form an association (Agreement of Association). All owners of the Houses in the Said Project shall become member of the Owner's Association by payment of membership fees and shall abide by the Bye-Laws of the Owner's Association. The Applicant(s) shall become member of the Owner's Association by signing necessary forms/documents.
16. The Applicant(s) has seen and verified the House plans, Payment Plan, designs, Developer/Company's residential zoning plan, layout plan, floor plans, tentative specifications i.e. size, area, location, measurements etc. of the said House and agrees that same are subject to change at any time by the Developer/Company as the Developer/Company deems it necessary or in case same is required to be changed / modified as per the directions of the Competent Authorities or the directions of architect / structural engineers of the Developer/Company and the Applicant(s) has accepted and consented to this condition. The Applicant(s) accepts that the Developer/Company may affect such variations, additions, alterations, deletions and modifications in the layout, Developer/Company's Residential zoning plans, area, location, size, measurements etc. of said House, including but not limited to change in House number, dimensions of said House, location of said House, permitted use etc. as it may deem appropriate and fit at its sole discretion and/or as may be required pursuant to requirement of any Competent Authority and / or by the architects of the Developer/Company. The Developer/Company may send a letter to the Applicant(s) for the purpose of taking such consent through registered AD on the address mentioned herein and in case the Applicant(s) does not reply to such letter within One week from the delivery of letter, the same shall be deemed to be consent of the Applicant(s), as required under section 14 of the Real Estate (Regulation & Development) Act 2016. However, facilities/services/development works/amenities, which are not part of the Said Project but will be provided as subsequent phases of the Whole Project, may be change depending upon the nature, requirement and market demand and the Developer/Company shall not be liable for obtaining consent for the same from the Applicant(s), unless such modifications /alterations in the facility/ services/ development works/ amenities affect the Applicant(s) directly.
17. The Applicant(s) agrees that in case the Developer/Company is unable to deliver the House to the Applicant for its occupation and use due to:
 - a. Any legislation, order or rule or regulation made or issued by the Govt. or any other Authority; or
 - b. If competent Authority(s) refuses, delays, withholds, denies the grant of necessary approvals for the said House; or
 - c. If any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(s) become subject matter of any suit / writ before a competent court; or
 - d. Due to force majeure conditions,Then the Developer/Company may cancel the allotment of the said House in its sole discretion and in such case the Developer/Company shall only be liable to refund the amounts received from the Applicant(s), without any interest or compensation whatsoever.
18. The Applicant(s) agrees to pay as and when demanded by the Developer/Company, Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of conveyance deed of the said House in favour of the Applicant(s) which shall be executed and got registered after receipt of the full sale price, deposits, other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the House and parking space if any allotted to it. In case the Applicant(s) fails to pay stamp duty, registration charges and all other incidental and legal expenses etc. payable and/or demanded and execute the conveyance deed within the period mentioned in the demand letter, the Developer/Company shall be entitled to cancel the allotment and forfeit the booking amount, interest on delayed payments, any interest paid, due or payable and all other dues and other non-refundable amounts as set out in this Application.
19. The Applicant(s) shall comply with the terms and conditions of this Application, including but not limited to timely payment of Total Sale Consideration and charges/deposits/fees/dues etc., failing which the Developer/Company shall be entitled to forfeit the booking amount, interest on delayed payments, any interest paid, due or payable and all other dues and other non-refundable amounts as set out in this Application and in the Agreement to Sell, the allotment of the House shall stand cancelled and the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the House and parking space, if any. The Developer/Company shall thereafter be free to resell and/or deal with the said House and the parking space in any manner whatsoever at its sole discretion. The amount, if any, paid over and above the booking amount, processing fee, interest on delayed payment etc. would be refunded to the Applicant(s) by the Developer/Company without any interest only after realizing such amounts from resale/re-allotment of the said House to a third party. The

Developer/Company shall have the first lien and charge on the said House for all its dues payable by the Applicant(s) to the Developer/Company.

20. The Applicant(s) hereby authorizes and permits the Developer/Company to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables of said House subject to the House being free of any encumbrances at the time of execution of conveyance deed. The Developer/Company / financial institution / bank shall always have the first lien/charges on the said House for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction. In case the Applicant(s) has opted for long term payment plan arrangement with any Financial Institutions/Banks, conveyance of the House in favour of the Applicant(s) shall be executed only upon the Developer/Company receiving No Objection Certificate from such Financial Institutions/Banks.
21. In case the Applicant(s) wants to avail of a loan facility from the employer or any bank or any financial/lending institution to facilitate the purchase of the house applied for, the Developer/Company shall facilitate the process subject to the following :
 - a. The Terms of the employer/bank/ financial institution shall exclusively be binding and applicable upon the Applicant(s) only.
 - b. The responsibility of getting loan sanctioned and disbursed as per the Payment Plan shall rest exclusively on the Applicant(s). In the event of loan not being sanctioned or the disbursement getting delayed, the payment to the Developer/Company as per Payment Plan shall be ensured by the Applicant(s), failing which the Applicant(s) shall be governed by the provisions contained in clause 11(b) of the above.
 - c. The Applicant(s) shall indemnify and keep the Developer/Company, its agents, representatives, officers etc., indemnified and harmless against the non-payment and non-observance of the terms & condition of any bank /financial institution.
22. The Applicant(s) shall not use or allowed to use Said House for any purpose other than residential or any activity that may cause nuisance to other Applicant(s) in the project. In case the Applicant(s) desire to carry out any additional construction/ modification/alterations, in the structure/building of the said House, the same shall be made, at his her/ their own cost & expenses, in accordance with the sanctioned plan/ revised sanctioned plans and in accordance with building bye-laws and other applicable laws. The allottee shall not be allowed to do any construction activity which can damage the project boundary. No one is allowed to open /damage the project boundary or extension of said plot/House of the project boundary.
23. The Applicant(s), if resident outside India, shall solely be responsible for complying with the procedure and necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and the rules and regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties/assets in India etc. The Applicant(s) understands and agrees that in the event of any failure on its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Developer/Company accepts no responsibility towards the compliances expected of the Applicant(s) towards the aforesaid and the Applicant(s) agrees to keep the Developer/Company fully indemnified and harmless in this regard.
24. In case of joint Applicants, the Applicant(s) agrees that all communications, demand notices, etc. shall be sent by the Developer/Company to the Applicant whose name appears first and at the address given by them and the same shall for all purposes be considered as served on all joint Applicant(s).
25. The Applicant(s) agrees that the sale of the said House is subject to Force Majeure conditions which *inter-alia* include delay on account of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Developer/Company, civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery of possession as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority, including denial/refusal/withholding of grant of necessary permissions and approvals for completion of the Project, or for any other reason beyond the control of the Developer/Company and in any of the aforesaid events, the Developer/Company shall be entitled to a reasonable extension of time for delivery of possession of the said House , as the case may be. The Developer/Company 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 beyond the control of the Developer/Company so warrant, the Developer/Company may suspend the Project for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant(s) for the period of suspension of scheme. In consequence of the Developer/Company abandoning the Project, the Developer/Company's liability shall be limited to the refund of the amount paid by the Applicant(s) without any interest or compensation.
26. The Applicant(s) has understood that the development & completion of the Project may be done in phases and the Applicant(s) shall not have any objection to this. This may also cause inconvenience to the residents of earlier phases and the Applicant(s) shall not have any objection to the same.
27. The provisional and/or final allotment of the House is entirely at the sole discretion of the Developer/Company and the Developer/Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
28. The Applicant(s) shall not transfer/assign the said House without prior written consent/ approval of the Developer/Company. The Developer/Company may, in Its sole discretion, refuse or allow the same on such terms and conditions as it may deem fit and proper, upon payment of such charges as may be fixed by the Developer/Company from time to time.
29. The application shall be in accordance with the Real Estate (Regulation and Development) Act, 2016, and Regulations made under including other applicable Laws of India for the time being in force.
30. The Developer/Company reserves the right to transfer ownership of the Project in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s) whether incorporated or not. Association or Agency by way of sale / disposal / transfer / or any other arrangement as may be decided by the Developer/Company in its sole discretion and the Applicant(s) agrees that he/she shall not raise any objection in this regard.
31. It is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said House shall equally be applicable to and enforceable against the occupiers, tenants, licences and / or subsequent purchasers / assignees / nominees of the Applicant(s), as the said obligations go along with the said House for all intents and purposes.
32. All or any disputes arising out or touching upon or in relation to the terms of this Application and/or Agreement to sell including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, and shall be held at an appropriate location in Lucknow, by a

sole arbitrator. The Courts in Lucknow alone shall have jurisdiction in all matters arising out of / touching and / or concerning this Application and Agreement to Sell.

ACKNOWLEDGEMENT:

I/We have now signed this Application and paid the monies thereof, fully conscious of my/our liabilities and obligations including forfeiture of the booking amount, interest on delayed payments, any interest paid, due or payable and all other dues and other non-refundable amounts as set out in this Application and Agreement to Sell. I/We further undertake and assure the Developer/Company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application, I/We shall be left with no right, title, interest or lien in the said House applied for and/or provisionally and/or finally allotted to me/us in any manner whatsoever.

Signature of First/Sole Applicant

Signature of Second Applicant

Date_____

Place_____