



## APPLICATION FOR ALLOTMENT

### APPLICATION FOR ALLOTMENT OF A PLOT IN ZEME JARDIN, VILLAGE NATKUR, TALUKA BIJNOUR, TEHSIL & DISTRICT LUCKNOW, UTTAR PRADESH

To,

Jardin Homes.  
32 Raja Bahadur Mansion  
Apollo Street  
Mumbai - 400023  
Maharashtra  
(here in after referred to as the “**Seller**”)

Dear Sir(s),

I/We request that I/we may be allotted a plot (hereinafter referred to as the “**Said Plot**” in this Application) in Zeme Jardin, a scheme located in Village Natkur, Taluka Bijnaur, Tehsil & Distt. Lucknow, Uttar Pradesh (hereinafter referred to as the “**Said Scheme**” in this Application) to enable me/us to use the plot as permitted by the competent authorities thereon and I/we agree to pay the Total Price for the plot as per the Payment Plan opted by me/us as given in **Annexure-1** attached with this Application.

I/We remit herewith a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ as booking amount as stated in the Scheme’s Payment Plan. I/We hereby confirm that the aforestated booking amount shall be treated by the Seller as the Earnest Money.

It has been explained to me/us and it is understood by me/us that any allotment of a plot in the Said Scheme will be based on the condition that the Said Plot that may be allotted to me/us is not transferable or assignable or eligible for nomination for a period of Six (06) months from the date of execution of the Allotment Letter and shall be subject to the payment of monies due and payable by me/us as stated in the Payment Plan.

I/We fully agree with the above condition as I/we understand that this condition is made to reduce speculation in the plots and is in the best interest of the habitants in the Said Scheme and to make the plots available to a wide section of the population for their habitation.

X \_\_\_\_\_  
(Sole/First Applicant)

X \_\_\_\_\_  
(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

**My/Our particulars are given below for your reference and record:**

**SOLE OR FIRST APPLICANT**

Title      Mr.      Mrs.      M/s.

Name \_\_\_\_\_

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

Nationality \_\_\_\_\_ Date of Birth \_\_\_\_\_

Profession \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin \_\_\_\_\_

Income Tax Permanent Account No. \_\_\_\_\_

Ward / Circle / Special Range and place where assessed to income tax \_\_\_\_\_

Permanent Address (please attach proof as per checklist)

Res Tel No. \_\_\_\_\_ Off Tel No. \_\_\_\_\_

Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

E-mail ID: \_\_\_\_\_



**SECOND APPLICANT**

Title      Mr.      Mrs.      M/s.

Name \_\_\_\_\_

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

Nationality \_\_\_\_\_ Date of Birth \_\_\_\_\_

Profession \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin \_\_\_\_\_

Income Tax Permanent Account No. \_\_\_\_\_

Ward / Circle / Special Range and place where assessed to income tax \_\_\_\_\_

Permanent Address (please attach proof as per checklist)

Res Tel No. \_\_\_\_\_ Off Tel No. \_\_\_\_\_

Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

E-mail ID: \_\_\_\_\_



X \_\_\_\_\_  
(Sole/First Applicant)

X \_\_\_\_\_  
(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

**THIRD APPLICANT**

Title  Mr.  Mrs.  M/s.

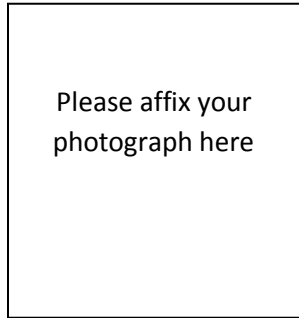
Name \_\_\_\_\_

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

Nationality \_\_\_\_\_ Age \_\_\_\_\_ Years \_\_\_\_\_

Profession \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin  
\_\_\_\_\_



Income Tax Permanent Account No. \_\_\_\_\_

Ward / Circle / Special Range and place where assessed to income tax \_\_\_\_\_

Office Address \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Residential Address \_\_\_\_\_

Tel No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

E-mail ID: \_\_\_\_\_

\*\*M/s. a partnership firm duly registered under the Indian Partnership Act 1932, through its duly authorised partner Shri/Smt. \_\_\_\_\_ PAN No.: \_\_\_\_\_

OR

\*\* \_\_\_\_\_ a Company registered under the Companies Act, 1956, having corporate identification no. \_\_\_\_\_ and having its registered office at \_\_\_\_\_ through its duly authorised signatory Shri/Smt. \_\_\_\_\_ authorised by Board resolution dated \_\_\_\_\_ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required), having PAN No.: \_\_\_\_\_

X \_\_\_\_\_  
(Sole/First Applicant)

X \_\_\_\_\_  
(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

**PARTICULARS OF PLOT REQUESTED**

Plot Area : \_\_\_\_\_ sq. mtr. / sq.ft. Plot No. \_\_\_\_\_

Block No. \_\_\_\_\_ Basic Sale Price (BSP): Rs \_\_\_\_\_ /-Per Sq. mtr

Total BSP: RS. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only)



**PAYMENT PLAN:**    Down Payment Plan                      Installment Payment Plan

Check List for completion of Application Process:

- Booking Amount cheque/drafts.
- Customer's signature on all pages of the Application form
- Documents to be attached as per below document checklist

**DECLARATION:**

I/We have perused and understood the modes of payment as described in the Payment Plan attached herewith and have thereafter selected the above plan. I/We understand that potential funding from a bank(s) and the arrangement of loan are at my/our risk.

I/We understand that the payments are to be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of 'JARDIN HOMES'

I/We the applicant(s) do hereby declare that my/our Application for allotment of the Said Plot by the Seller is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed therefrom.

Date \_\_\_\_\_

Place \_\_\_\_\_

X \_\_\_\_\_  
(Sole/First Applicant)

X \_\_\_\_\_  
(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

## Checklist of Documents to be submitted along with the Application Form

Mandatory to affix passport size photograph in designated areas in the Application Form towards all mentioned below categories:

### Resident of India

- Copy of PAN Card
- Photograph in all cases
- Any other document/ certificate as may be required by the Company

### Partnership Firm

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- In case of one of the Partner signing the document on behalf of other Partners an authority letter from other
- Partner authorizing the said person to act on behalf of the Firm

### Private Limited Company

- Copy of the PAN Card of the Company
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the Application Form to buy property, on behalf of the Company

### Hindu Undivided Family

- Copy of PAN Card of HUF

### NRI/ Foreign National of Indian Origin:

- Copy of the Individuals Passport
- In case of Demand Draft (DD) the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant
- In case of cheque all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party

X \_\_\_\_\_  
(Sole/First Applicant)

X \_\_\_\_\_  
(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

**FOR OFFICE USE ONLY**

RECEIVING OFFICER: Name \_\_\_\_\_ Signature \_\_\_\_\_

ACCEPTED  / REJECTED

Plot Allotted: No. \_\_\_\_\_

Plot Area \_\_\_\_\_ sq. mtr./ sq.ft.(approx.)

PAYMENT PLAN:                          
Down Payment Plan   /  Installment Payment Plan

Basic Sale Price : \_\_\_\_\_ Rs. per sq. mtr / sq.ft.

**Total BSP:**Rs \_\_\_\_\_

**Preferential Location Attribute(s)**

- (1) North / North East / East / South East facing
- (2) Park / Green Area - Facing / Adjoining
- (3) Corner Plot

**Charges for PLC   (% of BSP)**

- 1. One PLC   : 10 % of BSP
- 2. Two PLCs   : 15 % of BSP
- 3. Three PLCs   : 20 % of BSP

**Total PLC :** Rs. \_\_\_\_\_

(Capped at 20% of BSP)

Interest Bearing Maintenance Security (IBMS)   Rs. 45/- per sq. ft.

Club Membership Charges for 5 years   Rs. 25,000/-

Total Price = (BSP x Area of plot) + Preferential Location Charges + IBMS + Club Membership Charges

Payment received vide cheque /DD/ \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ for

Rs. \_\_\_\_\_ out of NRE/NRO/FC/SB/CUR/CA \_\_\_\_\_ Acct \_\_\_\_\_

Booking receipt no. \_\_\_\_\_ dated \_\_\_\_\_

**BOOKING: DIRECT/BROKER**

Broker's Name & Address, Stamp with Signature :

\_\_\_\_\_

Date \_\_\_\_\_ Place \_\_\_\_\_ Signature \_\_\_\_\_

X \_\_\_\_\_  
(Sole/First Applicant)

X \_\_\_\_\_  
(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

**Terms & Conditions:**

1. The aforementioned charges and other detailed charges mentioned in these terms and conditions shall be paid as and when demanded by the Seller and the determination of the proportionate share by the Seller shall be final and binding upon the Applicant(s). The Applicant(s) agrees that in case of failure of the Applicant(s) to pay any of the aforementioned charges, the same shall be treated as un-paid sale price of the Said Plot and the Seller shall have the discretion to withhold the registration of the Said Plot and/ or resume the Said Plot.
2. The Applicant(s) shall make all payments by A/c Payee cheque(s)/Demand Draft(s) payable at Lucknow or Mumbai drawn in favour of 'JARDIN HOMES'.
- 3(a). The Said Scheme is proposed to be set up in accordance with the terms and conditions of the said Licence(s) and the layout plan presently approved and/or as may be approved / modified / amended in future by the Competent Authority.
- 3(b). The Seller plans to be carrying out extensive developmental/construction activities for many years in future in the entire area falling inside/ outside the Said Scheme, in which the Said Plot is located and the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Seller on account of inconvenience, if any, which may be suffered by him due to such developmental/construction or its incidental/ related activities.
- 3(c). All rights including the ownership thereof of land(s), facilities and amenities (other than those specifically earmarked as common areas and facilities for common use of the occupants within the Said Scheme) shall vest solely with the Seller and the Seller shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to any person, institution, trust, government, semi-government, any other authority, body and/or any local body(ies) which the Seller may deem fit. The Seller, at any time, have not made any commitment or charged any price for the ownership of the Applicant(s) of any amenities/facilities which are specifically earmarked by the Seller for the Seller's ownership, though the Seller may permit the occupants of the Said Scheme to use such amenities and facilities upon payment of fees, subscription charges, security deposit etc. as may be decided by the Seller/management of such amenities and facilities from time to time.
- 3(d). As part of the Total Price and other charges mentioned in this Application and the Payment Plan, the Applicant(s) shall be required to pay Rs. 25,000/- as club membership fees for 5 years, annual club charges at Rs.2,500/- per annum and a refundable security deposit of Rs. 10,000/-. Additional club membership fees and related charges/deposits (collectively referred to as "Club Charges") will be charged for each additional family even if residing in the same plot, for use of the club which may be located anywhere inside or outside the Said Scheme. The residents/occupants of the Said Scheme shall have an assured membership of the club subject to payment of aforesaid charges. The total number of memberships will be limited to four individuals per plot. The Seller reserves the right to grant additional membership. The Seller's decision in this regard shall be final and binding on the Applicant(s). The members shall abide by the terms and conditions laid down by the management of the club. The Applicant(s) shall be liable to pay the usage charges in accordance with the usages and services availed by the Applicant(s) and shall be required to sign and execute necessary documents for membership of the club which shall contain the terms and conditions of membership and Applicant(s) shall be bound by the same. The Applicant(s) membership shall be non-transferable and shall automatically extinguish upon sale of the Said Plot by the Applicant(s).
4. In the zoning plan as may be approved by the Competent Authority(ies), there would be restrictions including but not limited to, on the number of floors and area to be constructed by the Applicant(s) in each plot and other norms as may be imposed by the Competent Authority(ies). The construction by the Applicant(s) shall not exceed the number of floors or violate any other norm as may be stipulated in the zoning plan. The Said Plot shall not be partitioned /sub-divided / fragmented / remodeled / additionally constructed, in any manner whatsoever, to create more dwelling units, as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan to be approved by the Competent Authority. The Applicant(s) shall strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other approvals granted by the Competent Authority(ies) in respect of the Said Plot/Said Scheme as may be applicable from time to time.

Further it is not permissible to join and make contiguous the plots which are located behind each other. However, it may be permissible, subject to the approval of the Competent Authority(ies), to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). The approval of the building plan(s), occupation certificate etc., shall be at the Applicant(s)'s sole costs and responsibility and the Seller shall have no role in the same whatsoever.

X \_\_\_\_\_  
(Sole/First Applicant)

X \_\_\_\_\_  
(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

5. The Applicant(s) shall pay in addition to BSP, preferential location charges for preferential attribute(s) as described in this Application in the manner and within the time as stated in the Payment Plan attached herewith.
- 6 (a) If due to any reason including the change in the layout plan, any of the preferential location attribute(s) get(s) removed, then the Seller shall be liable to refund only the amount charged for such preferential location attribute(s) if already paid by the Applicant(s), without any interest and such refund shall be adjusted in the final installment due from the Applicant(s) immediately upon such determination being done.
- 6 (b) Similarly, if due to any reason including the change in the layout plan, the Said Plot acquires an additional preferential location attribute(s) then the Applicant(s) shall be liable to pay for such additional preferential location attribute(s) as may be decided by the Seller, within 30 days of demand made by the Seller.
7. While calculating the Total Price of the Said Plot, the Seller has not taken into account the External Development Charges ("EDC") and Infrastructure Development Charges ("IDC"), and other charges including but not limited to Infrastructure Augmentation Charges ("IAC") as levied by Government of U.P and the Applicant(s) shall pay to the Seller these Govt. Charges (EDC, IDC IAC etc. collectively referred to herein as "Govt. Charges") and all increases thereof as may be levied by the Government of U.P from time to time and as and when demanded by the Seller. All such levies/increases may be levied by the Government of U.P with prospective or retrospective effective from the date of licence(s) of the Said Scheme. The Seller makes it clear that if it is required to pay such levies, Govt. Charges, interest and other charges etc., in such prospective /retrospective manner, then the Seller shall demand, and the Applicant(s) shall be liable to pay the same proportionately in the manner in which the area of the Said Plot bears to the total area of the Said Scheme as calculated by the Seller. All Govt. Charges, levies, fees, taxes, cesses, etc. are solely to the account of the Applicant(s) and the Seller shall have no liability in this regard. The Government of U.P may also levy other charges at any stage including on the completion of the Said Scheme or thereafter, the demand for which will be raised by the Seller and the Applicant(s) shall pay the same on demand to the Seller. Apart from the above demand as stated, there could be future levies/ increases in the Govt. Charges, levies, fees, etc. during the occupation of the Said Plot and the Applicant(s) shall be liable and pay all such future levies/ increases as and when demanded by the Seller and this condition shall always survive the conveyance of the Said Plot in favour of the Applicant(s). The Applicant(s) shall not default on the payment of such prospective/ retrospective increases in EDC/IDC/IAC as and when demanded by the Seller. Such demand when made, will constitute unpaid sale price of the Said Plot and if such levies are demanded by the Seller after the sale deed is executed in favour of the Applicant(s), the Seller shall have lien/charge on the Said Plot to the extent of such unpaid sale price and the Applicant(s) shall not object and will cooperate if the Seller resumes the possession and ownership of the Said Plot and / or takes all or any legal measures to recover such unpaid sale price.
- 8(a) The Government rates and taxes shall mean all taxes including but not limited to goods and service tax(GST), works contract tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other Taxes and Cesses, by whatever name called, paid or payable by the Seller and/or its contractors (including sub-contractors), suppliers, consultants, etc.
- 8(b) The Applicant(s) shall be liable to pay the above mentioned Govt. rates, cesses including labour cess, charges, wealth tax, property tax, service tax or taxes of all and any kind, whether levied or leviable, now or in future, as the case may be from the date of the Application with regard to the area of the Said Plot in the Said Scheme prior to the conveyance of the Said Plot in his favour. If such charges are increased (including with retrospective effect) after the sale deed has been executed, then these charges shall be treated as unpaid sale price of the Said Plot and the Seller shall have lien on the Said Plot for the recovery of such charges and the Applicant(s) shall cooperate if the Seller resumes the possession and ownership of the Said Plot and / or take all legal measures to recover such unpaid price.
9. The Earnest Money for the purpose of this Application shall be the booking amount paid by the Applicant(s) at the time of the booking. The Seller shall be entitled to forfeit this Earnest Money along with the interest on delayed payments, brokerage, other charges, and taxes, etc. if any incurred by the Seller, in case of non-fulfillment of any of the terms and conditions herein contained or in the event of failure by the Applicant(s) to sign and return to the Seller, this Application within 30 days from the date of its dispatch/handing over by the Seller to the Applicant(s).
10. The payment on or before due date, of Total Price and other amounts payable as per the Payment Plan, as opted by the Applicant(s) or as demanded by the Seller from time to time is the essence of this Application.
- 11(a).The Said Scheme is planned to be completed by the Seller in accordance with the layout plan sanctioned by the Competent Authority and/or as may be changed/approved from time to time by the Competent Authority. Any changes/modifications/amendments as may be approved by the Competent Authority in the layout plan for the Said Scheme in future, shall automatically supersede the present approved layout plan attached herewith and become binding on the Seller and the Applicant(s).

X \_\_\_\_\_  
(Sole/First Applicant)

X \_\_\_\_\_  
(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)



**11(b)**The Applicant(s) shall have no objection if the Seller makes suitable and necessary alterations in the layout plan, if found necessary, and such alterations may involve the change in the position, number dimensions, area etc. of the Said Plot. However, in case of major change resulting in  $\pm$  10% change in the area of the Said Plot, the Seller shall intimate to the Applicant(s) in writing the change(s) thereof in the price of the Said Plot. The Applicant(s) shall inform the Seller in writing, his consent or objections to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his consent to such alterations/ modifications. Any increase or reduction in the area of the Said Plot shall be payable by the Applicant(s) or refundable by the Seller as the case may be, at the rate mentioned in this Application. If the Applicant(s) writes to the Seller within thirty (30) days of intimation by the Seller, indicating his non consent/objections to such alteration(s)/modification(s), then the allotment shall be deemed to be cancelled and the Seller shall refund the entire money received from the Applicant(s) with simple interest @ 6% per annum calculated from the date of realization by the Seller.

**11(c)**If for any reason whatsoever, the licence(s) to establish the Said Scheme or any part of it granted to the Seller hereinabove mentioned, is or are cancelled by any authority, then the Seller shall be entitled to challenge its validity and efficacy before appropriate Courts, Tribunals and Authorities, and in such an event, during the pendency of the proceedings and until the final determination by the highest Court or Tribunal or Authority, the money(ies) paid by the Applicant(s) in pursuance of this Application shall continue to remain with the Seller and the Applicant(s) shall not require of the Seller the specific performance of the terms of this Application and this Application shall remain in abeyance until the final determination, as aforesaid. In the event of such cancellation order becoming final, if any compensation is paid or promised by the Authorities then the Applicant(s) will be entitled to claim and receive from the Seller along with other Applicant(s)s such compensation on a pro rata basis as and when the same is finally determined and received by the Seller. If no compensation is paid or promised to be paid then the Seller shall refund to the Applicant(s) the amount(s) paid by him in four equal yearly installments without any interest, less the pro-rata expenses incurred by the Seller for enhancement of the land, brokerage paid, marketing expenses, other charges and taxes incurred by the Seller. Save as aforesaid, the Applicant(s) will have no other claim of any nature whatsoever against the Seller.

**12(a).**Force Majeure shall mean any event or combination of events or circumstances beyond the control of the Seller which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Seller's ability to perform its obligations under this Application, which shall include:

- (i) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (ii) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (iii) strikes or lock outs, industrial dispute;
- (iv) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (v) war and hostilities of war, riots, bandh or civil commotion;
- (vi) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions of this Application; or
- (vii) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot / Said Scheme or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (viii) any event or circumstances analogous to the foregoing.

**12(b).**The Seller shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions including but not limited to any legislation, orders or rules or regulations made or issued by the Govt. and/or any other authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot / Said Colony or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit / writ before a Competent Court and accordingly the time period required for performance of its obligations by the Seller shall stand extended. If in the opinion of the Seller the abovestated Force Majeure conditions continue for a considerable time, then the Seller may in its sole discretion put the progress of activity in the scheme in abeyance and/or terminate/alter/vary the terms and conditions of this Application. In case of termination, the Applicant(s) shall be entitled to refund of the amounts deposited/paid by the Applicant(s), without any interest or compensation whatsoever, provided the Applicant(s) is not in breach of any of the terms of this Application.

X \_\_\_\_\_  
(Sole/First Applicant)

X \_\_\_\_\_  
(Second Applicant)

X \_\_\_\_\_  
(Third Applicant)

- 12(c).**The Seller may, in its discretion, abandon the Said Scheme, without assigning any reasons thereof, and in such an eventuality, the liability of the Seller shall be limited only to refund the amounts received from the Applicant(s), alongwith 6% simple interest per annum, from the date of receipt of such amount by the Seller and the Applicant(s) shall have no other claim of any nature whatsoever.
- 13(a).**The Seller shall endeavour to offer possession of the Said Plot, within twenty four (24) months from the date of this Allotment, subject to timely payment by the Applicant(s) of Total Price, Stamp Duty, Government Charges and any other charges due and payable according to the Payment Plan/this Application.
- 13(b)**In the event of Applicant(s)'s failure to take possession of the Said Plot, within 30 (thirty) days from the date of intimation in writing by the Seller offering possession, then the same shall be at the Applicant(s)'s risk and cost and the Applicant(s) shall be liable to pay to the Seller holding charges calculated at the rate of Rs. 5/- per sq. ft. on the total area of the Said Plot per month for the entire period of such delay. If the Applicant(s) fails to take possession of the Said Plot for a period of six(06) months from the date of offer of possession by the Seller, then the Seller shall be entitled to cancel the allotment of the Said Plot and refund all monies paid by the Applicant(s) after deducting there from Earnest Money along with the interest on delayed payments, brokerage, other charges and taxes, if any incurred by the Seller.
- 13(c)**The payment of holding charges shall be made by the Applicant(s) prior to the conveyancing of the Said Plot in favour of the Applicant(s). The holding charges shall be a charge for delay in taking over the possession by the Applicant(s) and it shall be in addition to maintenance, and other charges, and not adjustable or substitutable with any other charges as provided in this Application.
- 13(d)**In the event the Seller fails to offer possession of the Said Plot, within twenty four (24) months from the date of Allotment for the Said Plot then after one hundred & eighty (180) days from the expiry of twenty four (24) months, subject to the Applicant(s) having made all payments as per the Payment Plan and subject to the terms and conditions of this Application and barring Force Majeure circumstances, the Seller shall pay compensation to the Applicant(s) calculated at the rate of Rs. 3/- per sq. ft. per month on the total area of the Said Plot which both parties have agreed is a just and equitable estimate of the damages that the Applicant(s) may suffer and the Applicant(s) shall not have any other claims/rights whatsoever. The payment of such compensation, if any, shall be done at the time of the conveyance of the Said Plot in favour of the first named Applicant(s).
- 14(a).**The Applicant(s) shall complete the construction on the Said Plot within a period of four (4) years from the date of offer for possession by the Seller to the Applicant(s). In the event of the Applicant(s)'s failure to complete the construction and obtaining a certificate for occupation and use from the Competent Authority within four (4) years from the date of offer of possession then the Applicant(s) hereby grants the right to the Seller to resume the Said Plot, refund the monies paid by the Applicant(s) after deducting there from Earnest Money along with the interest on delayed payments, brokerage, other charges and taxes, if any incurred by the Seller and to resell/reallot the Said Plot.
- 14(b).**The Seller may, at its sole discretion, accede to the written request of the Applicant(s) to extend the construction period but only upon the Applicant(s) paying a late construction penalty to the Seller calculated at the rate of Rs.5/- per sq. ft. per month on the total area of the Said Plot per month for the entire period of delay. This penalty may be escalated in case where the delay continues beyond a period of 12 months after the grant of first extension and the Seller decides to grant further extension beyond 12 months. A provision to this effect will also be incorporated in the sale deed, which is necessary to be incorporated in this Application, and the sale deed with a view to develop and habitate the Said Scheme. The holding charges and the late construction penalty are distinct and separate charges, payable by the Applicant(s) to the Seller.
- 14(c).** The Applicant(s) shall be bound to construct and design the elevation of their building on the plot which is under deed, as per the design provided by the seller at the time construction so that a design symmetry will be maintained for all the buildings present in the scheme that is **Zeme Jardin**.
- 15(a).**The Applicant(s) shall enter into a maintenance agreement (Maintenance Agreement) with the Seller/its nominee agency or any other body (hereinafter referred to as the '**Maintenance Agency**') as may be appointed by the Seller from time to time for the maintenance and upkeep of the Said Scheme until these are handed over to a local body or any government agency. The Maintenance Agency shall render maintenance services only with respect to the common areas falling within the Said Scheme but outside the Said Plot and these shall mainly relate to services in respect to the public roads, landscaping, sewerage, drainage, garbage clearance, water, street lights, pavements, horticulture etc. The Applicant(s) shall pay the maintenance bills including water charges raised by the Maintenance Agency for maintaining various services/facilities as described above raised on a pro rata basis from the date of the offer of possession by the Seller irrespective whether the Applicant(s) has taken possession or is in occupation of the Said Plot or not, until the maintenance services are handed over to the government or any local body for maintenance.

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- 15(b)** In order to secure adequate provision of the maintenance services and also to secure the due performance of the Applicant(s) in paying promptly the maintenance bills and other charges as raised by the Maintenance Agency, the Applicant(s) shall deposit, and always keep deposited with the Seller/Maintenance Agency an Interest Bearing Maintenance Security (hereinafter referred to as the “**IBMS**”) calculated at the rate of Rs. 45/- per sq. ft. on the area of the Said Plot which shall carry simple yearly interest as applicable on one year fixed deposit accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realisation of the amount by the Seller. In case of failure of the Applicant(s) to pay the maintenance bills, and other charges on or before the due date, the Seller/Maintenance Agency may deny him the right to avail the maintenance services, and adjust in the first instance, the interest accrued on the IBMS against such defaults in the payment of maintenance bills. In case such accrued interest falls short of the amount of the default, the Seller/ Maintenance Agency shall adjust the principal amount of the IBMS against such defaults. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs.45/- per sq. ft. on the area of the Said Plot, then the Applicant(s) shall make good the resultant shortfall within fifteen (15) days of demand by the Seller/Maintenance Agency. The interest accrued on IBMS will not be paid to the Applicant(s) but will be retained as security/adjustment for payment of maintenance bills.
- 15(c)** The Seller/Maintenance Agency reserves the right to increase the IBMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s) shall pay such increases within fifteen (15) days of demand by the Seller/Maintenance Agency. If the Applicant(s) fails to make good the shortfall as aforesaid on or before its due date then the Seller/ Maintenance Agency shall have first charge/lien on the Said Plot in respect of any such non-payment.
- 15(d)** The Seller may transfer to the Maintenance Agency, the accrued value of the IBMS of the Applicant(s), after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Applicant(s) at any time and thereupon the Seller shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IBMS. The Maintenance Agency upon transfer of the IBMS or in case fresh IBMS is sought from the Applicant(s) as stipulated hereinabove, reserves the sole right to modify/revise all or any of the terms of the IBMS including but not limited to the amount/interest rate of IBMS etc.
- 16(a).**The Seller may provide power back up only for common services in the Said Scheme i.e. street lighting, sewage treatment plant, pumping station, etc. and charges for the same will be billed to the Applicant(s) proportionately at the discretion of the Seller. Any unpaid charges towards this clause will constitute as unpaid charges towards the total sale value of the plot.
- 16(b).**The Applicant(s) shall be charged, on monthly basis, for all the costs of power consumed by him as indicated in the meter which may be installed by the Seller/its nominee/ Maintenance Agency at the cost of the Applicant(s). The Seller/ Maintenance Agency shall charge for the power consumed based on the expenditure incurred for diesel, spares, depreciation, and other wear and tear, at cost plus 20% basis and the same would be billed as a part of the maintenance bill which will also include other charges for maintenance and upkeep of the Said Scheme. Failure to pay the maintenance bills including the cost of power back up as described above, shall entitle the Seller/its nominee/ Maintenance Agency to withhold the provision of maintenance services including the electricity supply and the provision to this effect shall also be incorporated in the sale deed.
- 16(c).**In the event the Seller (or its nominee) decides to apply for and thereafter receives permission, from State Power Corporation or from any other body/commission/regulator/licensing authority constituted by the Government of U.P for such purpose, to receive and distribute bulk supply of electrical energy in the Said Scheme, then the Applicant(s) shall pay on demand to the Seller (or its nominee) proportionate share as determined by the Seller (or its nominee) of all deposits and charges paid/ payable by the Seller (or its nominee) to the UPPCL or any other body/commission/regulatory /licensing authority constituted by the Government of U.P, failing which the same shall be treated as unpaid portion of the sale price payable by the Applicant(s) for the Said Plot and the conveyance of the Said Plot shall be withheld by the Seller till full payment thereof is received by the Seller (or its nominee) from the Applicant(s). Proportionate share of cost, incurred by the Seller (or its nominee)for creating infrastructure like HT Feeder, EHT Sub station etc. shall also be payable by Applicant(s) on demand. Further the Seller (or its nominee) shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Said Plot till full payment of such deposits and charges is received by the Seller (or its nominee). In case of bulk supply of electrical energy, the Applicant(s) shall abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Applicant(s)'s rights to apply for individual/direct electrical supply connection directly from the U.P State Electricity Board or any other body responsible for supply of electrical energy. The Applicant(s) shall pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Seller (or its nominee), from time to time.
- 16(d)** The Seller or its agents/subsidiaries, associates/affiliates or sister concerns may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Scheme and any other project/complex which the Seller (or its nominee/ affiliates) may develop in future. In such an eventuality the Applicant(s) shall have no objection to such arrangement for generating and/or supply of power

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including it being an exclusive source of power supply to the Said Scheme directly and also it being to the exclusion of power supply from State Power Corporation / any other source. This arrangement could be provided within the Said Scheme/future project/colonies by the Seller or its agents directly or through the respective association of owners. The Seller (or its nominee/affiliates) or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment/ plant as may be considered necessary by the Seller (or its nominee/affiliates) in its sole discretion from time to time. The said equipment/plant may be located anywhere in or around/within or nearby the Said Scheme. The Seller (or its nominee/ affiliates) or its agents shall have the right to charge tariff for providing /supplying the power at the rate as may be fixed from time to time by the Seller (or its nominee/affiliates) which may or may not be limited to the rate then charged by the State Power Corporation. The Applicant(s) shall pay the amount based on the tariff to the Seller (or its nominee/affiliates) or its agents directly for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Seller (or its nominee/affiliates) or its agents. Such power generating and/or supplying equipment may during its operation cause inconvenience to the Applicant(s) and the Applicant(s) shall have no objection to the same. The Applicant(s) shall be liable to pay the consumption charges during the time of Applicant(s)'s ownership of the Said Plot. This clause shall survive the conveyance of the Said Plot or any subsequent sale/resale or conveying thereof.

17. The Applicant(s) shall pay, as and when demanded by the Seller, the Stamp Duty, registration charges and all other incidental and legal expenses for registration of the sale deed of the Said Plot in favour of the Applicant(s) which shall be got registered after receipt of the Total Price and other charges as set out in the Payment Plan attached hereto.
18. The Applicant(s) shall be liable to comply with the terms of payment and/or other terms and conditions of this Application failing which the Applicant(s) shall forfeit to the Seller, the entire amount of Earnest Money, interest on delayed payment, brokerage, other charges and taxes, if any incurred by the Seller etc. and the Application/Application shall stand cancelled and the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Plot. The Seller shall thereafter be free to resell/reallot and/or deal with the Said Plot in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money, interest on delayed payment, brokerage, other charges and taxes, if any incurred by the Seller etc. would be refunded to the Applicant(s) by the Seller only after realising such amounts to be refunded on resale/reallotment of the Said Plot but without any interest or compensation of whatsoever nature. The Seller shall have the first lien and charge on the Said Plot for all its dues payable by the Applicant(s) to the Seller. Without prejudice to the Seller's aforesaid rights, the Seller may, at its sole discretion, waive in writing the breach by the Applicant(s) in not making payments as per the Payment Plan, but on the condition that the Applicant(s) shall pay to the Seller interest which shall be charged for the first ninety (90) days from the due date @ 18 % per annum and for all periods exceeding first ninety (90) days after the due date @ 21 % per annum with quarterly rests.
19. The Said Plot is not transferable/assignable or eligible for nomination till six (06) months from date of issue of the Allotment Letter and shall be subject to payment of monies due and payable by the Applicant(s) as stated in the Payment Plan. However, subsequent to the six (06) months period, the Seller may, at its sole discretion, upon payment of transfer charges as applicable from time to time and subject to applicable laws and notifications or any Government/its agency/body directions as may be in force, upon receiving a written request from the Applicant(s)/ its nominee, permit the Applicant(s) to get the name of Applicant(s)'s nominee substituted in the Applicant(s)'s place subject to such terms, conditions and charges as the Seller may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment. At present there are no executive instructions of the Competent Authority(ies) to restrict any nomination/transfer/assignment in respect of the Said Plot. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination/transfer/assignment of the Said Plot by any authority, the Seller will have to comply with the same.
- 20(a).The Seller shall have the right to raise finance/loan from any Financial Institution/Bank by way of Mortgage/charge/securitization of receivables of the Said Plot subject to the Said Plot being free of any encumbrances at the time of conveyance of the Said Plot in favour of the Applicant(s). The Seller/financial institution/bank shall always have the first lien/charge on the Said Plot for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of construction.
- 20(b)In case of the Applicant(s), who has made arrangement with any Financial Institutions/Banks, the conveyance of the Said Plot in favour of the Applicant(s) shall be done only upon the Seller receiving a "No Objection Certificate" from such Financial Institutions/Banks.
- 20(c) In case the Applicant(s) wants to avail of a loan facility from financing bodies to facilitate the purchase of the Said Plot then:-
  - (i) The terms of the financing agency shall be binding and applicable upon the Applicant(s).

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- (II) The responsibility of getting the loan sanctioned and disbursed will rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Seller, as per schedule, shall be ensured by the Applicant(s).
21. In respect of all remittances, acquisition/ transfer of the Said Plot it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Seller with such permissions, approvals which would enable the Seller to fulfill its obligations under this Application. Any refund, transfer of security if provided in terms of this Application shall be made in accordance with the provisions of FEMA, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant(s)'s part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, the Applicant(s) shall be liable for any action under the FEMA, and rules and regulations made thereunder as amended from time to time. The Applicant(s) shall keep the Seller fully indemnified and harmless in this regard. The Seller accepts no responsibility in this regard.
  22. The Applicant(s) shall inform the Seller, in writing, any change in the mailing address mentioned in this Application failing which all demands, notices etc. by the Seller shall be mailed to the address given in this Application and the same shall be deemed to have been received by the Applicant(s). In case of joint Applicant(s), all communications shall be sent to the first named Applicant in this Application which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be necessary to the other named Applicant(s).
  23. The Seller may, in their sole discretion, appropriate towards the sale price of the Said Plot, the amounts received from the Applicant(s) in any head/account and the appropriation so made shall not be questioned by the Applicant(s). The sale deed shall however be executed only after the outstandings under all the heads are paid in full.
  24. The allotment will be considered only upon the Seller signing this Application through its Authorised Signatory and after the copies duly signed by the Applicant(s) are received by the Seller.
  25. The Applicant(s) shall bear and pay taxes and cesses of all and any kind whatsoever, whether levied or leviable now or in future, on the lands and/or building(s) as the case may be, from the date of the Allotment. So long as the Said Plot is not separately assessed for such taxes for the land and/or building(s) the same shall be paid by the Applicant(s) in proportion to the area of the Said Plot. Such apportionment shall be made by the Seller or any other agency as the case may be and the same shall be conclusive final and binding upon the Applicant(s).
  26. Unless a sale/conveyance deed is executed in favour of the Applicant(s), the Seller shall continue to be the owner of the Said Plot and shall have the exclusive possession of the Said Plot. This Application does not give any right, title or interest in the Said Plot to the Applicant(s). This Application is simply an Application and not an Allotment or an agreement to sell.
  27. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Plot shall equally be applicable to and enforceable against any and all future buyers/assignees of the Said Plot, as the said obligations go along with the Said Plot for all intents and purposes, subject to the provisions mentioned in clause 19 and clause 13(d) herein above.
  28. The Applicant(s) and the persons to whom the Said Plot maybe transferred, assigned or given possession shall execute, acknowledge and deliver to the Seller such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Seller may reasonably request in order to effectuate the provisions of this Application or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
  29. The Seller shall have the first lien and charge on the Said Plot for all its dues and other sums payable by the Applicant(s) to the Seller.
  30. The Seller shall have the right to join as an affected party in any appropriate court in case the Seller's rights under this Application are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint in which the Applicant(s) is a party. The Applicant(s) shall keep the Seller fully informed at all times in this regard.
  31. This Application is subject to Force Majeure conditions as mentioned aforesaid or upon the happening of events which the Seller could not have reasonably prevented or controlled.
  32. The terms and conditions as set out in this Application shall supersede the terms and conditions as set out in the Application.

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33. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any of the provisions or of the right to enforce each and every provision.
34. The rights and obligations of the parties under or arising out of this Application shall be construed and enforced in accordance with the laws of India.
45. In case the Applicant(s) has to pay any commission or brokerage to any person for services rendered by such person to the Applicant(s) whether in or outside India for acquiring the Said Plot for the Applicant(s), in that event the Seller makes it clear that it shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Seller. Further the Applicant(s) shall indemnify and hold the Seller free and harmless from and against any or all liabilities and expenses in this connection.
36. This Application constitutes the entire terms of allotment of the Said Plot and the understanding between the parties and revokes and supersedes all previous understandings, agreements, letters, applications, documents, etc. between the parties whether oral, written or implied and variation in any of the terms hereof, except under the signature of the authorised signatory of the Seller, shall not be binding on the Seller.
37. That for all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes the feminine gender and the words 'it, they, its', and such like words as may be occurring in this Application shall carry the same meaning and purpose as the word 'Applicant(s)', so far as the context may permit.
38. The Applicant(s) agrees and understands that terms and conditions of the Application may be modified/amended by the Seller in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Applicant(s). The Seller further reserves the right to correct, modify, amend or change all the annexures attached to this Application and also annexures which are indicated to be tentative at any time prior to the execution of the sale deed of the said plot.
39. All or any disputes arising out of or touching upon or in relation to the terms of this Application 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 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at Mumbai, Maharashtra by a sole arbitrator who shall be appointed by the Seller. The Applicant(s) shall have no objection to such appointment by the Seller or have any doubts about the impartiality of the sole arbitrator appointed by the Seller. The Courts at Lucknow alone and the Allahabad High Court (Lucknow Bench) alone shall have the jurisdiction in all matters arising out of/ touching and/or concerning this Application.

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