



APPLICATION FORM

ABDULLAH RESIDENCY & SHOPPING PLAZA (herein “Said Project”)

Sl. No. _____

Customer Code No. _____

AIM INFRA-HOMES LLP

Scheme No. 07,

Sector – 12, Shastri Nagar,

Hapur Road,

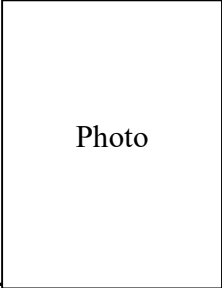
Meerut - 250004

(herein “Promoter”)

APPLICANT DETAILS:

Applicant’s Name Mr./Mrs./Ms: Father / Husband’s Name : Permanent Address : Correspondence Address : Pin Phone: Resi Mobile.....Office..... Whatsapp.....Email	<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> Photo </div>
Residential Status <input type="checkbox"/> Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National of Indian Origin <input type="checkbox"/> Govt. Service <input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/>	
Professional / Business office Name & Address, (if applicable),	
Nature of Business / Profession:	

CO – APPLICANT:

Applicant's Name Mr./Mrs./Ms :	 Photo
Father / Husband's Name :	
Permanent Address :	
.....Pin.....	
Correspondence Address :	
.....Pin.....	
Phone: ResiMobileoffice	
Whatsapp Email	
Residential Status <input type="checkbox"/> Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National <input type="checkbox"/>	
of Indian Origin <input type="checkbox"/> Govt. Service <input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/>	
Professional / Business/office Name & Address	
Nature of Business / Profession :	

Area of the Plot sq. mtrs. approximately (___ sq. yds.) for which this Application Form for registration / allotment is made:

- Sale Price @ _____ per _____ Sq. mtr.
- Preferential Location Charges (PLC) @ of 5% of the basic cost in case of corner plot and 5% in case of park facing shall be payable extra as applicable, as per location @10% if a plot is both park facing and corner.
- GST & any other charges, taxes, cess or levies, which are levied, charged or imposed by Government or any other authorities levied in future ,will be payable extra.
- Stamp Duty & Registration Charges for sale deed of the Plot along with legal administrative costs shall be extra.

- Payment Plan Installment Down Payment

I/We confirm that the above mentioned particulars/information given by me/us is/are true and correct.

Place:

Dated: Signature of First Applicant Signature of Second applicant

*All the details are contained in the Annexure, attached with this Application Form, and the conditions mentioned therein shall always remain binding on the Applicant.

FOR OFFICE USE ONLY

Application	Accepted		Rejected
Mode of Booking	<input type="checkbox"/> Direct	<input type="checkbox"/> Broker	
Priority No.	<input type="checkbox"/>	<input type="checkbox"/>	
If Broker (Please affix name and address rubber Stamp with Tele No.)			

(Receiving Officer)

(Sales Head)

(Customer Care Head)

(Director)

GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY FOR APPLICATION

- (i) A person, who has attained majority, whether an Indian Resident citizen or Non-Resident Indian citizen or a person of Indian Origin, Overseas Citizen of India. Any such persons may join in the application as Co- Applicant.
- (ii) Applicant/s is/are required to keep the Promoter promptly informed of any changes of their residential status, in writing, supported by necessary document. Applicant/s have to provide his/her / their/its e-mail Id and contact number to the customer care team of the Promoter with reference of customer ID mentioned in this Application Form.
- (iii) The Applicant/s, if resident of outside India, within 90 days of the date of Application, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other statutory provisions as laid down and notified by the Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment/s for acquisitions of immovable property in India. In case of NRI, PIO and OCI, refunds if any, shall, be made in Indian Rupees and the necessary permissions shall be obtained by such NRI or PIO or OCI at their costs. In case any such permission is refused or subsequently found lacking by any statutory authority, the amount paid towards booking and further consideration will be returned without interest by the Promoter (excluding taxes), subject to deduction of Rs.10,000/- (Rupees Ten Thousand only) as an administrative charges, only if the cancellation is prior to the issuance of the allotment letter and Promoter will not be liable in any manner on such account.
- (iv) The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from the appropriate authorities for the purchase of the Said Plot and the Promoter shall not be responsible for the same. The Applicant/s shall keep the Promoter informed about the status of the requisite permissions. The allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and taxes, shall stand forfeited and further consideration will be returned by the Promoter as per rules without

interest. Further, the allotment shall stand cancelled forthwith and the Promoter will not be liable in any manner on such account. The Applicant/s shall cease to have any right, title and / or interest in the Said Plot.

2. APPLICATION FOR ALLOTMENT

- (i) The Applicant/s has/ have applied, on the terms and conditions, as agreed and set forth herein, for allotment of a Said Plot in the Said Project to be developed by the Promoter on the land measuring 22000 sq.mtrs. (herein **“Said Land”**) , out of total land measuring 27,200 sq.mtrs, in accordance with approved lay-out plan dated 19.01.2022 (herein **“Lay-out Plan”**) situated at Scheme No. 07, sector – 12, Shastri Nagar, Hapur Road, Meerut.
- (ii) **“Applicant/s”** shall mean and include his/ her/ their/ legal heirs, executors, administrators, successors and legal representatives.
- (iii) The Applicant/s hereby undertakes that he/she shall abide by all the laws, rules and regulations and terms and conditions of the concerned authorities and/or of the State Government including U.P. Awas Awam Vikas Parishad (herein **“Parishad”**), the Local Bodies and/or other authorities applicable to the Said Land/ Said Project.

3. APPLICATION PROCEDURE

- (i) The complete Application Form shall be duly signed by the Applicant/s and submitted together with the Cheque/Demand Draft/Pay Order/authorized Electronic transfer in favour of such account for the amount of Application Money as shown in the Payment Schedule. The Promoter or its authorized personnel are authorized to acknowledge the receipt of the Demand Draft /Bank Draft/ Pay Order by signing the acknowledgment slip. The payment from NRI/PIO shall be received either by RTGS or NRE/NRI/NRO account cheque only. There will be no other mode of acknowledgement for receipt of the Application Form and the Application money paid.
- (ii) If any of the Cheques submitted by the Applicant/s to the Promoter is dishonoured for any reasons, then the Promoter shall intimate the Applicant/s of the dishonour of the Cheque and the Applicant/s would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of Rs. 1000/- (Rupees One Thousand only)

(for each dishonour). In the event, the said Demand Draft is not tendered within 7 (seven) days, then the Promoter shall be entitled to treat the application form as cancelled and / or cancel the allotment, subject to provisions hereunder. In the event the Applicant/s comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same for allotment / restoration of allotment, as the case may be, at its sole discretion. In the event of dishonor of any cheque, the Promoter has no obligation to return the original dishonored cheque.

- (iii) Allotment shall be done as per the procedure of the Promoter. The Applicant/s shall be referred to as “**Allottee(s)**”, when a Said Plot is allotted in the Said Project by the Promoter through the Allotment Letter.

4. **WITHDRAWAL OF APPLICATION AND CANCELLATION**

If the Applicant/s wish to withdraw their Application prior to the allotment of the Said Plot or within 5 days of the date of application, whichever is earlier, then the Promoter shall refund the Application Money without any interest within 45 (forty five) days of the date of application for withdrawal, subject to the terms mentioned herein. Taxes, cess, levies, brokerage, charges etc. paid on such Application Money shall not be refunded to the Applicant/s.

5. **SALE CONSIDERATION AND OTHER CHARGES**

- (i) The Applicant/s agree/s that 10% (ten percent) of the Sale Consideration shall be treated as “**Booking Amount**”. Time is the essence for payment of the amounts herein and the Applicant/s agrees to pay the Sale Consideration and such amounts as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee, other charges, outgoings, taxes, levies etc. on or before the due date or as and when demanded by the Promoter.
- (ii) The Sale Consideration and all other expenses, maintenance charges, and other charges and all other outstanding amounts, as mentioned in the Application form, upon payment of which the Applicant(s) shall be entitled to have right, title and interest in the Said Plot. The sale consideration is escalation-free, save and except, the increase on account of development charges payable to the Parishad, competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ local bodies/Government from time to time, including but not limited to internal development charges,

external development charges, infrastructure development charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the Parishad / competent authority/ local bodies/Government.

- (iii) The amounts mentioned in Payment Plan are exclusive of all taxes, charges, levies, cess etc. However, if any kind of charges, cess, taxes, duties, levies are levied, charges or imposed by Central/State government or any competent authority, the same shall become payable by the Allottee/s.
- (iv) It is clarified that the individual electricity connection/ meter charges, water/ storm water connection charges, sewerage connection charges, Infrastructure Charges, IGL connection charges including its infrastructure charges, deposits to the concerned authorities, broadband, internet connection charges, increases in securities of water, electricity etc., any new infrastructure augmentation charges and increase thereof for bulk supply of electrical energy and all / any other charges as mentioned under this Application Form are not included in the Total Sale Consideration of the Said Plot and the actual/ proportionate amount shall be additionally payable by the Applicant on or before the offer of possession of the Said Plot.
- (v) Operation, upkeep and maintenance of the common areas and facilities of the Said Project will be maintained and managed by the Promoter or its nominated agency on completion of the entire development of the Said Project, and shall continue to maintain the same till such time an association of allottees of the Said Project is formed. The Promoter/its maintenance agency shall continue to maintain the Said Project unless the association intends to take over the same. The Applicant/s agrees to pay maintenance charges for the maintenance and management of the common areas and facilities of the Said Project in the manner demanded by the Promoter or its nominated agency.
- (vi) The Applicant/s shall also pay to the Promoter on or before the execution and registration of the Agreement for Sale, all such applicable stamp duty, Registration Charges, other amounts for meeting all legal costs, charges and expenses, including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Legal Charges etc. All overdue payments shall attract interest @12% per annum from the due date till the date of receipt of amounts or realization of the cheque by the Promoter, whichever is later.

- (vii) The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and shall continue to appear as outstanding against the Said Plot. The Promoter shall accept payments towards your booking from the account(s) of the Applicant/s and/ or Joint Applicant/s only. If any payments of installments are made by any third party by or on behalf of the Applicant(s), the Promoter shall not be responsible towards any such third party and such third party shall not have any right in the Said Plot, except as may be specifically consented to by the Promoter in case of the Bank Loan availed by the Applicant(s). Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Applicant(s) account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Applicant(s).

- (viii) The Applicant/s is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Said Plot. Further, the Applicant/s has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per provision of the Income Tax Act, 1961. Further, the Applicant/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

- (ix) The Applicant/s undertakes to execute and register the Agreement for Sale with respect of the Said Plot in the prescribed format under applicable law within such timelines as mentioned in the intimation letter issued by the Promoter. In the event, the Applicant/s fails to duly execute and register the Agreement for Sale, as aforesaid within the stipulated period as mentioned in the intimation letter, physical possession of the Said Plot to the Applicant/s may be withheld by Promoter and penalty if any payable under the relevant laws for delay in completion of the execution and/or registration of Agreement for Sale and / or the Sale Deed (as the case may be) shall be payable by the Applicant/s till the registration of the same is completed. Without prejudice to any other rights that the Promoter may have in that behalf, the Promoter shall also have the right to cancel the allotment and booking in such case and forfeit the Booking Amount or such amounts paid till date, whichever is higher. The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein.

- (x) The Applicant(s) shall pay all cost, charges and expenses with respect to formation of the Association including cost of preparing its rules, regulations and by-laws, as and when formed.

- (xi) It is irrevocably agreed by the Applicant/s that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount. If, the Applicant/s cancel his/her allotment any time after issuance of the Allotment letter and accordingly informs the Promoter in writing, subject to forfeiture of such amounts as mentioned herein, the Promoter may return 50% of the balance amount of money paid by the Allottee within 45 days of such cancellation/withdrawal and the remaining 50% of the balance amount on re-allotment of the Said Plot or at the end of two years from the date of cancellation/withdrawal by the Allottee, whichever is earlier. Such refund shall be in the name of the first applicant (as per the Application Form) /lender (in case the Applicant/s has procured a loan from a bank/ financial institution), as the case may be.

- (xii) Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, on the Applicant/s committing default in payment of any outstanding amount on the due date and payable by the Applicant/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Applicant/s committing breach of the terms and conditions of this Application Form and Agreement for Sale, then without prejudice to the rights and remedies of the Promoter, the Promoter shall at its sole discretion, be entitled to terminate this Application /Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Applicant/s, by Speed/Registered Post at the address provided by the Applicant/s and mail at the e-mail address provided by the Applicant/s of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Application/Agreement. If the Applicant/s fails to rectify the breach or breaches mentioned by the Promoter within the time period specified in the notice then at the expiry of such notice period, the Promoter shall be entitled to terminate this Application /Agreement.

- (xiii) Upon cancellation of the allotment and/or termination of the Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Applicant/s till the date of cancellation without interest subject to forfeiture of the following amounts, as detailed hereunder:
- a) Booking Amount or the actual amount paid, whichever is higher, subject to a maximum of 10% of the Sale Consideration. Taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Applicant/s;
 - b) Total interest accrued on account of the delay/default in payment of any Installment/s and other charges as per the payment plan calculated till the date of payment;
 - c) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Applicant/s under this Application/ Agreement;
 - d) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to GST, value added tax, works contract tax, goods and service tax or any other tax of any nature;
 - e) All amounts (including taxes) paid or payable as brokerage fee to any broker, channel partner, institution etc. by the Promoter in respect of the booking of the Applicant/s.
 - f) All outgoings, deposit and other charges as specified in Payment Schedule paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Association.
 - g) Administrative charges, mediation fees and/ or such amounts incurred towards insurance by the Promoter in respect of the booking of the Said Plot.
- (xiv) Upon the cancellation and/or termination of the allotment of the Said Plot, the Applicant/s shall not have any right, title and/ or interest with respect to the Said Plot and the Promoter shall be at liberty to sell or otherwise deal with the Said Plot with any other person/party whomsoever, at such price,

in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think, fit and proper and the Applicant/s waives his right to raise any objection or dispute in this regard.

- (xv) Any Application containing false or misleading information and/or documents is liable to be summarily rejected and the allotment shall stand cancelled. Upon such cancellation, the installments paid will be refunded without any interest subject to forfeiture of amount/money as stated herein.

6. POSSESSION AND COMPENSATION

- (i) The Promoter shall endeavor to give possession of the Said Plot to the Applicant/s on or before (Date of Possession). Further, the Promoter shall endeavor to give possession of the said amenities to the Applicant/s on or before the date specified in Time Schedule of Completion. The Date of Possession and Time Schedule of Completion shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure circumstances and reasons beyond the control of the Promoter.
- (ii) In the event of any delay in handing over possession of the Said Plot and the said amenities to the Applicant/s on the Date of Possession and Time Schedule of Completion of development of the Said Project and the said amenities due to force majeure reasons, the Promoter shall intimate the Applicant/s in writing the reason for such delay and further time period within which the possession of the Said Plot shall be handed over to the Applicant/s (“**Revised Possession Date**”) and the said amenities (“**Revised Time Schedule of Completion**”) shall be completed, provided that the Promoter shall pay the Allottee/s interest at the rate prescribed in the rules made under Uttar Pradesh Real Estate (Regulation and Development) (General) Rules, 2016.
- (iii) Further, in the event if the Promoter is unable to file for the Completion Certificate on or before the Possession date or the Revised Possession Date (as applicable), subject to reasonable extension of time, then on demand in writing by the Applicant/s, the Promoter shall refund with simple interest as per applicable law from the date of receipt of installment of amounts paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, Service tax, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the Said Plot from the Applicant/s. However, taxes, levies, cess, interest amounts (if any) paid by the

Applicant/s and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.

- (iv) In the event the Applicant/s does not intend to withdraw from the booking in the Said Project and/or is not agreeable and accepted the revised timelines, then in such an event, the Applicant/s shall be entitled to seek simple interest @10% per annum for every month of delay, as compensation, post expiry of the Date of Possession and such time period affected by Force Majeure conditions till the date of receipt of Offer of Possession letter by the Promoter. Completion certificate or any other certificate issued by the concerned authorities required for use and occupation of the Said Plot (“**Completion Date**”). The Promoter shall pay such compensation on the installments paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, GST, TDS, deposits, charges etc. paid to the Promoter and/or authorities, as the case may be) for the Said Plot, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance amounts payable at the time of handing over the possession of the Said Plot. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the Completion Date for any reason whatsoever, irrespective of the Applicant/s not taking possession of the Said Plot. Such compensation shall be payable directly to the Applicant/s named herein, if he continues his booking on the Completion Date
- (v) Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Revised Possession Date and Revised Time Schedule of Completion shall extended
- (a) on account of any force majeure events and/ or;
- (b) due to non-compliance of the terms and conditions by the Applicant/s. “Force Majeure” shall include:
- i. flood, drought, fire, cyclone, earthquake, pandemics or any other calamity by nature effecting the regular development of the said Project, and/or;
 - ii. war, civil commotion or act of God, and/or;
 - iii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- (vi) Additionally, the compensation for delay shall not be paid in the following events:
- (a) For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
 - (b) For the period if the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein, and/or
 - (c) For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades, in the Said Plot, and/or,
 - (d) For the period of inordinate delay incurred due to any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF) for construction, grant of occupation/completion certificate and/ or,
 - (e) For the period of inordinate delay incurred due to any order by National Green Tribunal or any court or any tribunal effecting the development of the Project and/ or,
 - (f) For the period from the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use and occupation of the Said Plot till the actual handover of possession of the same.
- (vii) The Said Plot shall be considered as ready for use and occupation on the date of receipt of completion certificate or any other certificate required for occupation from the competent authorities. The Promoter, after obtaining the completion certificate, shall issue Offer of Possession letter to the Applicant/s requesting to make payments as per the Agreement and take possession within such date as mentioned in the Offer of Possession letter. The Applicant/s shall before taking over the possession of the Said Plot, clear all outstanding dues, keep deposited with the Promoter, amounts on account of (Interest Free Maintenance Security), IFMS etc, as mentioned in Annexure and also pay the applicable GST, and any other tax, levy, cess or

any other charges levied by the statutory authorities in respect of the Said Plot (if applicable), by time to time to the Promoter, for sale of the same.

- (viii) The Promoter, upon receiving payments made by the Applicant/s as per this Agreement shall offer in writing the possession of the Said Plot, to the Applicant/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such written communication. The Applicant/s shall take possession of the Said Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the same to the Applicant/s.
- (ix) In the event the Applicant/s fails to take possession of the Said Plot within such date as mentioned in the Offer of Possession letter, then the same shall lie at the risk and cost of the Applicant/s. The maintenance charges shall commence after expiry of the period given in the possession letter. In addition to payment of interest for delayed payments, the Applicant/s shall be liable to pay Holding Charges, as may be specified.

7. TRANSFER / NOMINATION

- (i) The Applicant/s shall not sell, , transfer, assign or part with the Applicant/s' interest or benefit under this Application or part with the possession of the Said Plot without approval of the Promoter. Any sale/transfer of the Said Plot shall be at the discretion of the Promoter/Association and require written approval from the Association of plot owners (and till such time that the Association is formed, the Promoter) and payment of transfer charges and administrative charges as communicated by the Promoter or Association (as the case may be) to ensure that the inherent nature of the Project is not compromised by bringing in any member or resident who does not subscribe to the guidelines, bye laws and/or objectives of the Association. Any document for sale/transfer/lease etc. which is entered into by the Applicant/s with any prospective buyer, without obtaining written approval of the Association (and till such time that the Association is formed, the Promoter), shall not be valid and not binding on the Association and / or the Promoter, as the case may be.
- (ii) At any time after allotment and before the execution of the Agreement in respect of the Said Plot, the inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the original Applicant/s as new Joint

Applicant/s or change of Joint Applicant/s or swapping/ interchanging between the First and Second/ Joint Applicant/s is permissible subject to payment of administrative charges, as may be specified [taxes extra] or such amount as per prevailing policy of the Promoter.

8. GENERAL

- (i) It is clarified by the Promoter that any benefit, deferment, waiver, compensation etc. of any pecuniary nature which is agreed and/ or which may arise under this transaction shall be solely for the benefit of the Applicant/s hereto and cannot be transferred, exchanged, adjusted and assigned to any third party, transferee, assignee etc.
- (ii) The Promoter shall confirm the final area of the Said Plot / dimensions etc. that has been allotted to the Applicant/s after the development of the Said Project. If there is any reduction in the area, then in such event the only recourse of the Applicant/s shall be refund by the Promoter of the excess money as per applicable law. If there is any increase in the area allotted to Applicant/s, the Applicant/s shall make payment with the next milestone of the Payment Schedule and/ or on or before possession and the Applicant/s shall not be entitled to cancel and terminate this booking on account for this variation. Such monetary adjustment shall be made in proportion to the Sale Consideration.
- (iii) The Applicant/s is aware that the Promoter shall be carrying out extensive development/ construction activities at any time in future on the Said Land and that the Applicant/s has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Promoter or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities.
- (iv) The Applicant has been made aware that to maintain the aesthetic value of the Said Project; he/she will construct any building of the Said Plot in accordance with the alleviation of the Said Project. This is a specific condition of the allotment and same shall also be contained in the sale deed. The Applicant irrevocably consents for the same.
- (v) The Applicant/s along with other plots owners of the Said Project shall join to form and register an society or association company as determined by the Promoter (hereinafter referred to as the said “**Association**”) to be known by such name as the Promoter may decide and sign and execute the membership application form and other papers. No objection shall be taken

by the Applicant/s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the plot owners in complying with the above.

- (vi) All correspondence will be made with First Applicant at the address for correspondence on the Promoter's record initially indicated in this Application Form. Any change of address will have to be notified in writing to the Promoter at its registered office and acknowledgement obtained for such change. In case there is a joint Applicant/s, all communication shall be sent by the Promoter to the First Applicant and which shall for all purposes be considered as served on all the Applicant/s.
- (vii) Upon forwarding the Agreement for Sale to the Applicant/s by the Promoter does not create a binding obligation on the part of the Promoter or the Applicant/s until, firstly, the Applicant/s signs and delivers the Agreement with all the schedules along with the payments due as stipulated in the payment schedule within 30 (thirty) days from the date of receipt by the Applicant/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Applicant/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Applicant/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Applicant/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Applicant/s, application of the Applicant/s shall be treated as cancelled and all sums deposited by the Applicant/s in connection therewith including the booking amount shall be returned to the Applicant/s without any interest or compensation whatsoever, subject to the forfeiture clause as stated in the Application Form or Agreement of Sale.
Division
- (viii) Conditions of Sale Deed shall mutatis mutandis be binding upon the Applicant/s.
- (ix) The internal maintenance of Said Plot including but not limited to all fixtures, fittings, pipes, drainage system, attached lawn and terrace area etc. shall be exclusive responsibility of the Applicant/s from the date of possession or Possession Due Date, whichever is earlier.

9. JURISDICTION /ARBITRATION

- (i) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force
- (ii) All disputes or differences relating or arising out of or in connection with the provisional allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
- (iii) In case, any dispute and differences, if arisen, and not settled mutually, the same shall be referred to the sole Arbitrator to be appointed by the Promoter. The decision of such Arbitrator shall be binding on the Promoter and the Applicant/(s).
- (iv) This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India and the Civil Courts at Meerut and Hon'ble High Court at Uttar Pradesh shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.
- (v) The above clause shall survive the termination and/ or cancellation of this transaction.

Signature of First Applicant

Date: _____

Signature of Second Applicant

Place: _____

ANNEXTURE**ABDULLAH RESIDENCY & SHOPPING PLAZA (herein "Said Project")**

Sl. No.....

Customer Code No.....

AIM INFRA-HOMES LLP

Scheme No. 07,

Sector – 12, Shastri Nagar,

Hapur Road,

Meerut – 250004

(herein "**Promoter**")**Date of Allotment**.....

Name of the Allottee/s	1. 2.
Details of Allotted Plot	
Size	Area.....sq mts
Dimensionssq mts x sq. mts
Block	
Basic Sale Price	Rs.....
Whether Preferentially Located	Yes <input type="checkbox"/> No <input type="checkbox"/>
*Payment Plan (attached)	Installment <input type="checkbox"/> Down Payment <input type="checkbox"/>
OTHER CHARGES*	AS PER AGREEMENT

NOTE:

1. Preferential Location Charge (PLC), in case of Park facing @ 5% and of corner @ 5% shall be charged in addition to the basic sale price. If a plot is both Park facing and of corner, @10% shall be charged.
2. The Applicant, if opts to pay as per downpayment plan, he/she will be eligible for a 10% discount.
3. GST shall be charged, as applicable from time to time
4. Sale consideration means basic sale price and PLC.
5. Monthly Maintenance charges, as may be determined, will be payable extra.
6. One time Interest free Maintenance security (IFMS) @ of Rs.....per sq.mtrs. will be payable at the time of taking possession of the plot.
7. *Other Charges means electricity connection/meter charges, water/storm water connection charges, sewerage connection charges, infrastructure charges, IGL connection charges, which will be charged extra.

