



Application Form

Gomti Greens, Lucknow
Residential Plots

Checklist of Documents to be submitted along with the Application Form

Mandatory to affix passport size photograph in designated area's 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
- ☐ Residence proof

Partnership Firm:

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

Private Limited Company

- ☐ Copy of the PAN Card of the Company
- ☐ Photograph(s) of Applicant(s)
- ☐ 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
- ☐ Photograph(s) of Applicant(s)
- ☐ Residence Proof

NRI/ Foreign National of Indian Origin:

- ☐ Copy of the Individuals Passport
- ☐ Photograph(s) of Applicant(s)
- ☐ 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.
- ☐ Residence Proof

Customer's Signature: _____

Receiving Officer: _____

**APPLICATION FOR REGISTRATION & BOOKING OF RESIDENTIAL PLOT
FOR PROVISIONAL ALLOTMENT, IN THE INTEGRATED TOWNSHIP SCHEME OF
EMAAR MGF LAND LIMITED “GOMTI GREENS”, GOMTI NAGAR EXTENSION,
SECTOR – 7, AMAR SHAHEED PATH, LUCKNOW.**

Registered under Real Estate (Regulation and Development) Act, 2016 and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 vide registration no. UPRERAPRJ5635.

Customer ID(s): _____

Note to the Applicant(s),

The Applicant shall sign all the pages of this Application and of the Annexure – I & II attached hereto (which would form part and parcel of this application) in token of the Applicant(s)' acceptance of the same.

Application No. _____

Date: _____

To,

Emaar MGF Land Limited,
Gomti Greens, Integrated Township Project
Gomti Nagar Extension, Sector – 7,
Amar Shaheed Path,
Lucknow
U.P.

Dear Sirs,

Subject: Application for registration & booking, of residential plot for provisional allotment, in the housing scheme of Emaar MGF Land Limited, Gomti Greens, Gomti Nagar Extension, Sector – 7, Amar Shaheed Path, Lucknow

- I. I/We, the Applicant, whose particulars are mentioned below in this Application, understand that M/s Emaar MGF Land Limited (hereinafter referred to as '**Company**') has conceived, planned and is in the process of developing residential Plots in a housing scheme known as "**Gomti Greens**" (hereinafter referred to as '**Scheme**') on a piece and parcel of land admeasuring 226.37 Acres situated on Gomti Nagar Extension, Sector - 7, Amar Shaheed Path, Lucknow (hereinafter referred to as '**Land**') and is inviting applications for provisional allotment of residential Plots, in the Scheme of the Company. The Applicant understands that this Application relates to one such plot having a tentative Area of _____ sq.mtr. (approximately), tentatively bearing No. _____ (hereinafter referred to as the '**Plot**') in block/sector no. _____ in the Scheme registered under the provisions of Real Estate (Regulation and Development) Act, 2016 and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017 vide registration no. [] dated []. The Applicant has been intimated that though the Scheme may have other components, including but not limited to Group Housing, Commercial, Semi Public facility etc., this Application shall be confined and limited in its scope to the residential Plot in the aforesaid Land as stated above.
- II. The Applicant, after having read, understood and agreed with the terms and conditions (hereinafter referred to as '**Terms & Conditions**'), annexed hereto as **Annexure – I**, pertaining to the provisional allotment of the Plot, the price thereof mentioned in the price list (hereinafter referred to as 'Price List') annexed hereto as Annexure – II do hereby apply for provisional allotment of the Plot in the Scheme of the Company, under the following payment plans:-
- ☐ Full Down Payment Plan ☐ Instalment Payment Plan
- (Opt any one payment plan and tick the same)

- III. The Applicant hereby remit a sum of Rs. _____ (in words), to the Company, vide bank draft(s) / cheque(s) bearing no(s) _____ dated _____ drawn on _____ favouring **“Emaar MGF Land Limited A/C “Gomti Greens”** towards the registration and booking amount of the Plot in the Scheme of the Company.
- IV. The Applicant agrees and understands that this Application is irrevocable. The Applicant understands that this Application does not constitute any offer or definitive allotment or any agreement to sell and the Applicant does not become entitled to the provisional and/or final allotment of the Unit, notwithstanding the fact, that the Company may have issued a receipt(s) in acknowledgement of the money tendered with this Application.
- V. The Applicant understands that this Application Form merely expresses the intent of the Company to consider provisionally allotting the Plot to the Applicant and in no way shall be construed as a final allotment. The Applicant agrees that this Application shall become definitive only after the issuance and execution of the Buyers Agreement, which shall be intimated at the later stage. It is also made aware to the Applicant that in case of any conflict between the Application Form and the Buyers Agreement, the terms of the Buyers Agreement shall supersede the Application Form and the same shall prevail.
- VI. In the event of Company agreeing to allot the Plot, the Applicant agrees to pay Total Price and all other dues as stipulated in this Application and/or as may be intimated by the Company from time to time and in the manner set out in the payment plan opted by the Applicant which shall form part of the Buyers Agreement. The Applicant has clearly understood that this Application does not constitute an agreement to sell and the Applicant does not become entitled to the final allotment of the Plot in the Scheme, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered along with this Application.
- VII. The Applicant has understood that only on execution of the Buyers Agreement and agreeing to abide by the terms and conditions laid down therein, the allotment shall become final and binding upon the Applicant and the Company.
- VIII. The Applicant undertakes to sign and return the Buyers Agreement, together with all the annexures and the amounts due and payable as set forth in the Payment Plan within a period of 30 (Thirty) days of the receipt of the Buyers Agreement. If the Applicant fails to sign the Buyers Agreement and deliver the same to the Company within the aforesaid stipulated time period, then the Application of the Applicant may be treated as cancelled by the Company.
- IX. The Applicant agrees that if for any reasons other than reasons attributable to the Applicant, the Company is not in a position to finally allot the Plot with in a period of 30 days from the date of the allotment letter or abandonment of the scheme, as the case may be, the Applicant shall be entitled to take the refund of the booking amount paid, by giving a written notice of not less than 30 (thirty) days. That on receipt of the aforesaid notice, the Company shall review the status of allotment of the Plot and take action of either allotting the Plot or refund the booking amount paid without any interest amount payable thereon..
- X. The Applicant agrees to abide the Terms and Conditions including but not limited to those relating to the payment of Total Price and other charges and taxes etc. and forfeiture of Earnest Money along with Delay Payment Charges as laid down herein.
- XI. That the contents of **Annexure – I & II** hereof are incorporated in this Application by way of reference and shall always be deemed to be part and parcel of this Application.

PERSONAL DETAILS FORM

Sole/First Applicant	<input type="text"/>																				<div>PHOTOGRAPH</div>
	<input type="text"/>																				
Son of/Daughter of/Wife of	<input type="text"/>																				
	<input type="text"/>																				
Mailing Address	<input type="text"/>																				
	<input type="text"/>																				
DOB	<input type="text"/>	<input type="text"/>	<input type="text"/>	Anniversary	<input type="text"/>	<input type="text"/>	<input type="text"/>	Age	<input type="text"/>												
Profession	<input type="text"/>										Designation	<input type="text"/>									
Office/Business Name	<input type="text"/>																				
Address	<input type="text"/>																				
	<input type="text"/>															Pincode	<input type="text"/>				
Telephone	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Telephone	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>												
Mobile	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Fax	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>										
Email	<input type="text"/>																				
Email	<input type="text"/>																				
Residential Status (Tick one)	Resident	<input type="checkbox"/>	NRI	<input type="checkbox"/>	PIO	<input type="checkbox"/>	Passport No.	<input type="text"/>													
Income Tax Permanent Account No.	<input type="text"/>					Nationality	<input type="text"/>														

Second Applicant	<input type="text"/>																				<div>PHOTOGRAPH</div>
	<input type="text"/>																				
Son of/Daughter of/Wife of	<input type="text"/>																				
	<input type="text"/>																				
Mailing Address	<input type="text"/>																				
	<input type="text"/>																				
DOB	<input type="text"/>	<input type="text"/>	<input type="text"/>	Anniversary	<input type="text"/>	<input type="text"/>	<input type="text"/>	Age	<input type="text"/>												
Profession	<input type="text"/>										Designation	<input type="text"/>									
Office/Business Name	<input type="text"/>																				
Address	<input type="text"/>																				
	<input type="text"/>															Pincode	<input type="text"/>				
Telephone	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Telephone	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>												
Mobile	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Fax	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>										
Email	<input type="text"/>																				
Email	<input type="text"/>																				
Residential Status (Tick one)	Resident	<input type="checkbox"/>	NRI	<input type="checkbox"/>	PIO	<input type="checkbox"/>	Passport No.	<input type="text"/>													
Income Tax Permanent Account No.	<input type="text"/>					Nationality	<input type="text"/>														

Third Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB Anniversery Age

Profession Designation

Office/Business Name

Address

Pincode

Telephone Telephone

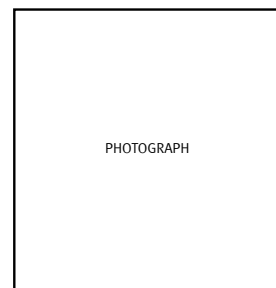
Mobile Fax

Email

Email

Residential Status (Tick one) Resident ☐ NRI ☐ PIO ☐ Passport No.

Income Tax Permanent Account No. Nationality



Fourth Applicant

Son of/Daughter of/Wife of

Mailing Address

DOB Anniversery Age

Profession Designation

Office/Business Name

Address

Pincode

Telephone Telephone

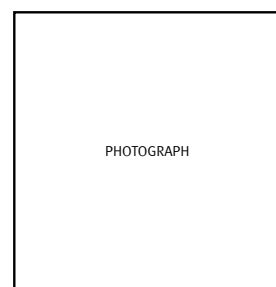
Mobile Fax

Email

Email

Residential Status (Tick one) Resident ☐ NRI ☐ PIO ☐ Passport No.

Income Tax Permanent Account No. Nationality



DETAILS OF PLOT REQUIRED AND PROVISIONAL REGISTRATION

Area _____ sq. mtr.

Details of Pricing: Total Price Rs. _____

DECLARATION

I/We the Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. In case of any false or misleading information provided by the Applicant(s), the Seller shall be entitled to forfeit the amount paid by the Applicant(s).

Date _____

Place _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

Signature of Fourth Applicant (if any)

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Application: ☐ Accepted ☐ Rejected

Name _____ Signature _____ Date: _____

1. Plot No.: _____ Allotted Area _____ sq. mtr.
2. Basic price: Rs. _____ (comprising of basic price and PLC)
(Rupees _____ only)
Total Price of the Plot [please include all charges except maintenance, taxes and stamp duty charges]
3. PAYMENT PLAN: Down Payment/Instalment
4. Payment received vide Cheque/DD/ Pay Order No. _____ dated _____
for Rs. _____ out of NRE/NRO/FC/SB/CUR/CA _____
ACCT _____
5. BOOKING: DIRECT/THROUGH BUSINESS DEVELOPMENT ASSOCIATE:
6. BDA's/ (Broker's) Name & Address, Stamp with Signature and RERA Registration No. :
7. Check List for Receiving Officer:
 - o Booking Amount cheque/drafts.
 - o Customer's signature on all pages of the Application form at marked 'X'.
 - o PAN No. & Copy of PAN Card/Adhaar card/ Undertaking.
 - o For Companies : Memorandum & Articles of Association and certified copy of Board Resolution.
 - o For Foreign Nationals of Indian origin: Passport photocopy and payment either as Foreign Inward Remittance from the account of Applicant(s) or from Non-Resident/FCNR A/c. of Applicant(s).
 - o For NRI: Copy of Passport & Payment either as Foreign Inward Remittance from the account of Applicant(s) or from Non-Resident A/c. of Applicant(s).
8. Remarks _____
9. Provisional booking receipt no. _____ dated _____

Signature (Receiving Officer)

Signature (Inventory)

ANNEXURE – I

Terms & Conditions forming part of the Application for Registration & Booking of Residential Plot, for Provisional Allotment in the Integrated Township Scheme of EMAAR MGF Land Limited “Gomti Greens”, Gomti Nagar Extension, Sector - 7, Amar Shaheed Path, Lucknow.

Definitions and Interpretation:

In this Application, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be attributed their ordinary meaning.

“Applicant(s)” shall mean the applicant(s) applying for provisional allotment of the Plot whose particulars are set out in this Application and who have appended their signatures as acknowledgement of having agreed to the terms and conditions of this Application and the Buyers Agreement.

“Application” shall mean this application for provisional allotment of Plot in the Scheme along with the terms and conditions contained herein in Annexure-I & II.

“Basic Sale Price” means sale price of the Plot inclusive of the preferential location charges as applicable, if the Plot is preferentially located.

Buyers Agreement Buyers Agreement

“Earnest Money” shall mean 10 % of the Total Price to be paid by the Applicant as per the Payment Plan.

paid by the Applicant at the time of Application as per the Payment Plan for due fulfillment of the terms and conditions of the Application/Agreement.

City Development Charges shall mean the charges levied by the Government Agency i.e. Lucknow Development Authority on the Company for city level special infrastructure projects.

“IFMS” means the interest free maintenance security for the maintenance and upkeep of the Integrated Township to be paid as per the payment plan to the Company or the Maintenance Agency of Rs._____.

“Maintenance Agency” means the Company or association of allottees or such other agency/ body/ Company, to whom the Company may handover the maintenance and who shall be responsible for providing the maintenance services within the Integrated Township.

“Maintenance Charges” shall have the meaning ascribed to it in the draft tripartite maintenance agreement as may be provided at the time of the intimation for the execution of the conveyance deed or any time prior to such intimation.

“Price List” means Annexure-II to this Application providing details & price of the Plot.

“Delay Payment Charges means ____% per annum or any other rate as may be applicable

“Integrated Township” means the township developed or being developed by the Company at Gomti Nagar Extension, Sector - 7, Amar Shaheed Path, Lucknow and whereat the Plot and other Plots are located.

“Plot” means the specific Plot, which forms part of the Integrated Township, applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative Plot in lieu of the Plot whose particulars are mentioned in the Application.

“Real Estate Act” shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 including the Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 framed thereunder.

“Scheme” means **Integrated Township of EMAAR MGF Land Limited, “Gomti Greens”, Gomti Nagar Extension, Sector - 7, Amar Shaheed Path, Lucknow.**

“Taxes and Cesses” shall mean any and all taxes by way of Goods and Services Tax (GST), one time building tax, building and other construction workers welfare fund, or any other taxes, Cesses, charges, levies by whatever name called, paid or payable by the Company and / or its contractors, sub-contractors, suppliers, consultants, etc. payable at the rates prevailing at the time of respective payments, in connection with the development of the Project, now or in future.

Good and Services Tax Buyers Agreement **“Total Price”** shall mean the Total Price for the Plot which shall comprise of the following:

- Basic Sale Price amounting to **Rs _____/-**.
- EDC/IDC/City Development Charges and any interest thereon, as applicable amounting to **Rs. _____/-** as on date;
- Maintenance Charges: As applicable.
- Club Member ship Charges : As applicable.
- Interest Free Maintenance Security: **Rs. _____/-**
- Taxes and Cesses: As applicable.
- Operational Charges/Other Charges for miscellaneous facilities: **Rs _____/-**. [please include all charges whatever we charge including at the time of Offer of possession] ie. [_____] Stamp duty, registration and incidental charges as well as expenses for execution of the Buyers Agreement and sale deed etc. which shall be borne and paid by the Applicant(s) shall be extra.
- Sewerage & Water Connection Charges

Terms:

- 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 feminine gender.
- The terms and conditions given below are only indicative to enable the Applicant to acquaint himself with the terms and conditions as will be comprehensively set out in the Buyers Agreement which, upon execution, shall be in addition to the terms and conditions set out herein below and in case of any inconsistency or conflict, the terms and conditions of the Buyers Agreement shall prevail.
- The Applicant(s) has made this application for provisional allotment of the Plot in the Scheme with full knowledge of and subject to all the laws/notifications and rules applicable to the location & area in general and this Scheme in particular, which have been understood by the Applicant(s). The Applicant (successful allottee) further acknowledges that the Applicant (successful allottee) has seen and inspected the details of registration of the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 including the Uttar Pradesh State Rules and Regulations framed thereunder (“Real Estate Act”).
- Upon the allotment of the Unit, the Applicant shall pay the Total Consideration Price of the Unit in terms of the Payment Plan upon the demand being made by the Company, from time to time, in this regard.
- Buyers Agreement The Applicant(s) has applied for provisional allotment of the Plot and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the Scheme and has also satisfied himself about the title/interest/rights of the Company in the land of the Scheme on which the Integrated Township is being developed and has understood all limitations and obligations in respect thereof. The Applicant agrees that there will not be any further investigations or objections by the Applicant(s) with respect to title/interest of the Company and/or the right of the Company for the development of the land in the Scheme. The Applicant(s) shall pay the Total Price of the Plot and other charges calculated on the basis of Plot area.
- The Applicant(s) has seen and accepted relevant documents including but not limited to the plans, designs, specifications which are tentative and the Applicant(s) is making application with the full knowledge about the proposed specifications, location of the Plot and other terms and conditions. However, the same are tentative and may be changed, altered, amended, modified, revised, added, deleted, substituted or recast as the Company, may consider necessary or as directed by the competent authority and or Architect at any time even after lay out plans for the scheme are sanctioned which shall be in accordance with the Real Estate act and other applicable laws. The Applicant(s) has, in token of his acceptance of various plans of the Scheme signed and executed the annexures attached and which forms part and parcel of this Application and shall also form a part of the Buyers Agreement and the Applicant(s) shall not raise any dispute/claim against the Company in this regard. in accordance with the law/Real Estate Act The Company shall have the right to effect suitable necessary alterations in the layout plan of the Scheme in accordance /Real Estate Act and applicable laws, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Plot, change in the no. of the Plot/or change in its dimensions or change in its area and to implement any or all of the above changes, appropriate document(s), if necessary, will be executed. If there is any increase/decrease in the area, the rate per sq. mtr. and other charges will be applicable to the changed area i.e. at the same rate at which the Plot was booked and as a consequence of such reduction or increase in the area, the Company shall be liable to refund to the Applicant(s) the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be.
- The Applicant(s) agrees that if, due to change in the layout plan, the Plot becomes preferentially located or additionally preferentially located, then the Applicant(s) shall pay as and when demanded by the Company, additional price for the preferential location /additional preferential location , as maybe applicable. The Applicant(s) further agrees that, if due to any change in the layout plan, the Plot ceases to be in a preferential location, the Company shall refund only the amount of preferential location charges paid by the Applicant(s).. The Applicant(s) agrees to pay the Total Price on the basis of the Plot area and shall abide by the terms and conditions of the Buyers Agreement. The Applicant understands that the Applicant shall have no rights including right of ownership in the Project, facilities and amenities, save and except the allotted Plot, as specified herein. It is further clarified that the general common areas like lawns, greens, roads, entrance, etc. facilities/amenities/club, etc of the Colony are common and for the benefit of all allottees of the entire including the allottees of the Project. All rights and interest to develop the land of the Colony shall vest solely with the Company and the Company shall have the sole and absolute authority to deal

- in any manner with such land, facilities and amenities in the Colony. The Company relying on this specific undertaking of the Applicant in this Application may finally agree to allot the Plot and this undertaking shall survive throughout the occupancy of the Plot by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
8. The Applicant(s) acknowledges that the Company shall be carrying out extensive development / construction activities in the future in the entire area falling within/outside the Scheme/ Integrated Township in which the Plot is located and that the Applicant(s) shall not have a right to raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such development/ construction activities or incidental / related activities. The Company shall have the discretion and absolute authority to deal in any manner with all land(s), facilities and amenities as mentioned above including but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institution, trust and / or any local body (ies), which however shall only be as per the provisions of Real Estate Act and in accordance with other applicable laws/Real Estate Act, which the Company may deem fit.
 9. Buyers AgreementThe Total Consideration above includes Taxes (consisting of Tax including but not limited to Goods and Services Tax paid or payable by the Company which may be levied, in connection with the development of the Project/Colony payable by the Company) upto the date of handing over the possession of the Plot, as the case may be, after obtaining the sanctions/approvals from the competent authority/completion certificate/part completion certificate. Provided that in case there is any change/modification in the applicable taxes, the subsequent amount payable by the Applicant (successful allottee) to the Company shall be increased/reduced based on such change/modification. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the RERA Authority, which shall include the extension of registration, if any, granted to the Project by the concerned authority, the same shall not be charged from the Applicant (successful allottee). It is agreed that Goods and Services Tax is applicable on Delay Payment Charges. Pursuant to foregoing, Delay Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Applicant (successful allottee) will make such payments to the Company in terms of the Agreement.
 10. The computation of the Total Price of the Plot does not include any element of recovery or payments towards running and operation of common amenities and facilities like convenience store or any other conveniences as well as recovery of payment towards maintenance charges of any kind by the Company from the Applicant(s) in any manner. The Applicant(s) agrees that all services in addition to the services, which have been specifically agreed as per this Application Form, shall be on chargeable basis to the respective agencies
 11. The Total Price shall be escalation free, save and except increases which the Applicant (successful allottee) hereby agrees and undertakes to pay, on account of any revision in the EDC, IDC or any other statutory or other charges, Taxes and Cesses, fees, which may be levied or imposed by the concerned authority(ies). The concerned authority undertakes and agrees that while raising a demand on the Applicant (successful allottee) for increase in development charges, cost/charges imposed by the concerned authorities, the Company shall enclose the said applicable law to that effect along with the demand letter being issued to the Applicant (successful allottee), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the concerned authority, which shall include the extension of registration, if any, granted to the Project by the concerned authority, the same shall not be charged from the Applicant (successful allottee).
 12. The Applicant understands that the Company shall treat 10% (ten percent) of the Total Price to be paid by the Applicant, as per the Payment Plan, as Earnest Money to ensure fulfillment by the Applicant of the terms and conditions contained herein and as may be specified in the Agreement. In case of cancellation of allotment for any reason(s) whatsoever, for no fault of the Company or in the event of failure of the Applicant (successful allottee) to sign and return the Agreement in its original form to the Company within thirty (30) days from the date of its receipt by the Applicant (successful allottee), the Company shall be entitled to cancel the booking and forfeit the entire Earnest Money along with the Delay Payment Charges and thereafter refund the balance amount, if any, to the Applicant (successful allottee) within 45 days of such cancellation. The Applicant (successful allottee) agrees that the conditions for forfeiture as stated hereinabove shall remain valid and effective till the execution and registration of the conveyance deed and that the Applicant (successful allottee) hereby authorizes the Company to effect such cancellation and forfeiture after providing a notice of [30] days prior to such cancellation.
 13. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance services agreement with the Company or the maintenance agency nominated by the Company on the terms and conditions as may be provided at the time of the intimation for the execution of the conveyance deed or any time prior to such intimation.
 14. The Applicant(s) is aware that the Company shall be applying for and thereafter will receive the permission, from State Electricity Boards or from any other body/commission/regulator/licensing authority constituted by the Government of U.P for such purpose, to receive and distribute supply of electrical energy in the Township Scheme, under prevailing rules and byelaws of the Government and that the Applicant(s) undertakes to pay on demand to the Company proportionate share as determined by the Company of all deposits and charges paid/ payable by the Company to the said U.P. State Electricity Board and /or any other body/commission/regulator/licensing authority constituted by the Government of U.P. and /or any other authority or private party, failing which the same shall be treated as unpaid portion of the sale price payable by the Applicant(s) for the Plot and the conveyance of the Plot shall be withheld by the Company till full payment thereof is received by the Company from the Applicant(s). Proportionate share of cost, incurred by the Company for creating infrastructure like HT Feeder, EHT Substation etc. shall also be payable by Applicant(s) on demand. Further in case of bulk supply of electrical energy, the Applicant(s) agrees to abide by all the conditions of sanction as granted by the U.P. State Electricity Board or any other body responsible for such bulk supply of electrical energy. The Applicant(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company, from time to time.
 15. The Applicant(s) is aware that the Company or its agents may at their discretion without being under any obligation and subject to such Government approvals as may be necessary, enter into any arrangement for procuring and supplying water to the said Scheme from any nearest river, canal, reservoir and/or any other source. The Applicant(s) agrees to pay on pro-rata basis, the cost of the water supply equipment installed for procuring and supplying water to the Scheme, by whatever name called either directly to the concerned authorities or if paid by the Company, reimburse the same to the Company on demand.
The Applicant(s) shall pay the Company or its agents as the case may be, such amount(s) and other charges for the consumption of water so supplied to the Plot based on such tariff as may be fixed by the Company or its agents in their sole discretion. The Applicant(s) agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the Plot..
 16. The Company may at its discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Applicant(s) to get the names of his/her nominee added, deleted, substituted alongwith/in his/her place subject to such terms and conditions and upon the payment of such charges as the Company may levy at its sole discretion. The Applicant(s) shall be solely liable and responsible for all legal, monetary and other consequences that may arise from such nominations. It is specifically made clear to the Applicant(s) that at present there is no instructions of the competent authorities or any other authority to restrict any nomination/transfer/assignment of the Plot. However, in the event of any imposition of such instructions at any time, to restrict nomination/ transfer/assignment of the Plot by any authority, the Company shall comply with the same and the Applicant(s) shall be bound by the same.
 17. The Applicant(s) agrees that the Company shall be entitled to forfeit the Earnest Money along with Delay Payment Charges in case of non-fulfillment/ breach of the terms and conditions herein contained and those of the Buyers Agreement, including withdrawal of the Application, and also in the event of failure by the Applicant(s) to sign and return to the Company the Buyers Agreement within thirty (30) days from the date of its dispatch by the Company.
 18. Buyers AgreementEarnest MoneyDelay Payment Charges After execution of the Buyers Agreement, and at a later stage, if the Applicant does not fulfill the terms and conditions of the Buyers Agreement or cancels the Provisional Allotment or surrenders the Plot allotted to him/her, the Company shall forfeit the Earnest Money along with Delay Payment Charges.
 19. The Company shall make all efforts to handover possession of the Plot within ____ (____) months from the date of commencement of development work, Buyers Agreementand the timely performance of the provisions of the Buyers Agreement by the Applicant(s) le by _____.
 20. In the event the Company fails to deliver the possession of the Plot to the Applicant(s) within the stipulated time period and as per the terms and conditions of the Buyers Agreement then the Company shall pay to the Applicant(s) Delay Payment Charges pa for the period of default subject to the Applicant(s) having fulfilled his part of the obligations as per the terms of Buyers Agreement.
 21. In the event of the failure of the Applicant(s) to take the possession of the Plot upon being intimated about the same by the Company and in the manner as specifically described in the Buyers Agreement, the Company shall have the option to cancel Applicant's allotment and invoke the remedies as stipulated in the Buyers Agreement or the Company may, without prejudice to its rights under the Buyers Agreement and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the Plot in the manner as stated in the Buyers Agreement on the condition that the Applicant(s), on the date of such condonation, shall pay to the Company holding charges @ Rs. 15 (Rupees Fifteen only) per sq. mtr. of the area of the Plot per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the Plot till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant(s) agrees that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant(s).
 22. The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the Allotment Letter/Buyers Agreement/Conveyance/Sale Deed of the Plot in favour of the Applicant(s) which shall be executed and got registered upon receipt of the Total Price, taxes & Cess and other charges as may be payable by the Allottee as per the Payment Plan.
 23. The Applicant(s) shall become a member of any Association/society of the Integrated Township that may be formed by the Company on behalf of Plot buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
 24. In accordance with the development plan of the Colony, the Company shall develop a club for recreational and sporting facilities ("**Club**") for the occupants of the Project/Colony. The Applicant understands that the Club shall be developed either simultaneous with or after development of the Plot. The Applicant agrees to pay all charges including but not limited to the Club Membership Registration Charges ("**CMRC**") as applicable, which shall form a part of the Total Price.
 25. Buyers AgreementTime is the essence with respect to the Applicant's obligations to pay the Total Price as provided in the Price List alongwith other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Buyers Agreement to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all the other obligations of the Applicant(s) under the Buyers Agreement.

26. In case of delay of 60 (Sixty) days in making payment by the Applicant(s) to the Company as per the Price List, the Company shall have the right to terminate the allotment and forfeit the Earnest Money deposit along with Delay Payment Charges Buyers Agreement 12. from the due date of installment till the date of payment.
27. However, the Company may in its sole discretion, waive its right to terminate the allotment, and enforce all the payments and seek specific performance of the Buyers Agreement. In such a case, the possession of the Plot will be handed over to the Applicant(s) only upon the payment of all outstanding dues, registration charges etc., alongwith Delay Payment Charges by the Applicant(s) to the satisfaction of the Company.
28. In respect of all remittances, acquisition/transfer of the 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, 1999 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 Company with such permissions, approvals which would enable the Company to fulfill its obligations under the Application / Buyers Agreement. Any refund, transfer of security if provided in terms of the Buyers Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 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 part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.
29. The allotment of the Plot shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the Plot more specifically set out in the Buyers Agreement.
30. The Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his respective Plot or the receivables, if any, accruing or likely to accrue therefrom, subject to the Plot being made free of any encumbrances at the time of execution of the conveyance deed in favor of the Applicant and/or his nominee. Such mortgage or charge shall not affect the right and interest of the Applicant (successful allottee).
31. In case of joint applicants all communication shall be sent to the applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant.\
32. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application/allotment of the Plot applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant only.
33. The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).
34. The provisional allotment of the Plot as well as the allotment thereafter of the Plot shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Plot or the Company is unable to deliver possession of the Plot due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company shall be entitled to a reasonable extension of the time for delivery of possession of the Plot.
35. The Applicant(s) shall not sell, transfer, assign or part with his right, title, or interest, in the Plot or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the Company and administrative charges are fully paid by the Applicant(s). The Applicant(s) is/are, however entitled to get the name of his nominee(s) substituted in his place with the prior approval of the Company, which may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Company, transfer charges as applicable from time to time for the purpose of such substitution.
36. The Applicant(s) agrees that in case the Company is unable to deliver the Plot to the Applicant(s) for his occupation and use due to:
 - (i) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority; or
 - (ii) if any competent authority(ies) refuses, delays, withholds, denies to grant the necessary approvals for the Plot/Scheme; or
 - (iii) 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
 - (iv) due to force majeure conditions; then the Company may cancel the allotment of the Plot in which case the Company shall only be liable to refund the amounts received from the Applicant(s), without any interest or compensation whatsoever.
37. The Applicant(s) agree that in case the Applicant(s) opts for a loan arrangement with any financial institutions/banks for the purchase of the Plot, the conveyance of the Plot in favor of the Applicant(s) shall be executed only upon the Company receiving No Objection Certificate from such financial institutions/banks.
38. The Applicant(s) agrees that in case the Applicant(s) opts for a loan facility from his employer or any financial institution for purchase of the Plot, the terms & conditions of the Buyers Agreement and the payment plan shall be exclusively binding & applicable to the Applicant(s). The Applicant(s) further agrees that the responsibility of obtaining loan or financial assistance from his employer or any financial institutions/banks shall be of the Applicant(s) only and the Company shall not be responsible for making availability of such loans/ financial assistance.
39. The Applicant(s) shall indemnify and keep the Company, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and the Allotment Letter.
40. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the Scheme in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement, as may be decided by the Company in accordance with law, without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.41. That the rights and obligations of the Parties under or arising out of this Application shall be construed and enforced in accordance with the Real Estate Act including other applicable laws of India for the time being in force. All or any disputes arising out or touching upon or in relation to the terms and conditions 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 referred to and finally resolved by arbitration pursuant to the provisions of the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereto. The seat and venue of the arbitration shall be Lucknow, India. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Company.
41. That the rights and obligations of the Parties under or arising out of this Application shall be construed and enforced in accordance with the Real Estate Act including other applicable laws of India for the time being in force. That the rights and obligations of the Parties under or arising out of this Application shall be construed and enforced in accordance with the Real Estate Act including other applicable laws of India for the time being in force. All or any disputes arising out or touching upon or in relation to the terms and conditions 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 the adjudicating officer appointed under the Real Estate Act. and not within the scope of the Real Estate Act, shall be settled amicably by mutual discussion, failing which (Amendment) 2015

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Buyers Agreement, which shall supersede the terms and conditions, to the extent of conflict or inconsistency, set out in this application. I/We are fully aware that it is not incumbent upon the Company to send out notices/reminders in respect of my/our obligations set out in this application and the Buyers Agreement and I/we shall be liable for any default committed by me/us in abiding by the terms and conditions of set out in this application and/ or the Buyers Agreement. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of Earnest Money along with Delay Payment Charges, as may be imposed upon me/us. I/We further undertake and assure the Company that in the event of cancellation of my/ our allotment, either by way of forfeiture or refund of all my monies or in any manner whatsoever, including but not limited to the terms and conditions set out in this application, I/we shall be left with no right, title interest or lien left on the Plot applied for and/or allotted to me/us in any manner whatsoever.

Date: 1. _____

Place: 2. _____

3. _____

TO ADD :

SIGNATURE OF THE APPLICANT(S)

ANNEXURE – II

PAYMENT PLAN



Emaar MGF Land Limited

Lucknow Office: Gomti Greens, Opp. International Stadium, Near Police HQ, Gomti Nagar Extension,
Sector 7, Amar Shaheed Path, Lucknow 226 002, Uttar Pradesh

Corporate Office: Emaar Business Park, MG Road, Sikandarpur Crossing, Sector 28, Gurgaon 122 002, Haryana

Registered Office: 306-308, Square One, C-2, District Centre, Saket, New Delhi 110 017

emaar-india.com