

APPLICATION FORM

To,

Experion Developers Private Limited

Experion Hospitality Private Limited

_____,
_____.

Sub: **APPLICATION FOR BOOKING OF AN APARTMENT IN THE RESIDENTIAL GROUP HOUSING COMPLEX ("PROJECT") AT EXPERION CAPITAL BEING DEVELOPED At TCG-1/AV-6 & TCG-1/AV7, GOMTI NAGAR, PHASE I, VIBUTI KHAND, LUCKNOW, UTTAR PRADESH.**

Dear Sir,

1. I/We (also referred to as the **"Applicant"**) wish to apply, by way of this Application (**"Application"**) for allotment of apartment no. _____ having Carpet Area of _____ sq.mtr. or _____ sq.ft. approx. in your aforesaid Project (hereinafter referred to as the said **"Apartment"**) as per the payment plan (**"Payment Plan"**) opted by me/us and details mentioned in Annexure-A.
2. I/We acknowledge and understand that the M/s Experion Developers Private Limited and M/s Experion Hospitality Private Limited (hereinafter collectively referred to as the **"Promoter"**) are the absolute owners of land admeasuring 27573.95 sq. mts. situated at TCG-1/AV-6 and TCG-1/AV7, Gomti Nagar, Phase I, Vibuti Khand, Lucknow, Uttar Pradesh (**"Land"**) and the said Land is earmarked for the purpose of developing a mixed use project comprising of residential apartments in a condominium setting and a commercial complex consisting of shops and office spaces (hereinafter referred to as **"Experion Capital"**). I/We further understand and acknowledge that an area of approximately _____ sq.mts. out of the said Land has been identified for development of the said Project which shall comprise of _____ nos. multi-storeyed apartment buildings along with other infrastructure and amenities as prescribed under the Applicable Laws.
3. I/We further acknowledge and understand that the said Project shall be developed in a phase-wise manner based on the number of towers/blocks. Each phase shall be launched and developed as a separate and independent phase viz., Phase I, Phase II, Phase III and so on (**"Phase"**). I/We also understand that there shall be common areas passing through and/or within the said Phase which shall be used commonly for access, ingress and egress by the allottees/occupants of other phases of the Project. Such Common Areas shall form an integral part of the layout of the overall development of the Project and I/we shall not have any right, title or interest with respect to such common areas or any part thereof. Further, I/we shall not claim any right, title or interest with respect to areas designated for common use by the occupants of the entire mixed use development.
4. I/We hereby confirm and declare that I/we have personally visited the site where the said Project is being developed and after having fully satisfied myself/ourselves in all respects, I/we have decided to apply for the allotment of the said Apartment.

5. I/We hereby enclose cheque no. _____ dated _____ drawn on _____ for an amount of Rs. _____/- (Rupees _____ Only) towards the booking amount 1 payable in terms of the Payment Plan opted by me/us.
6. Notwithstanding anything contained herein, I/We acknowledge and understand that I/ We, by virtue of this Application, (i) am/are solely an Applicant for reserving the Apartment; and (ii) have not been allotted, sold or otherwise transferred by the Promoter, the Apartment. Further, it is hereby clarified that by virtue of this Application, the Promoter has not allotted, sold or otherwise transferred the Apartment notwithstanding the fact that the Promoter may have issued an acknowledgement in receipt of the booking amount 1 tendered with this Application and encashed the same.
7. I/We hereby understand and acknowledge that this Application does not constitute an agreement for sale/builder buyer agreement ("**Agreement**") and I/we do not become entitled to the provisional and/or final allotment of Apartment. It is only after I/we am/are issued the allotment letter ("**Allotment Letter**") from the Promoter, as per Promoter's standard format that the allotment shall become binding and final.
8. I/We have clearly understood and agreed that this Application will be processed by the Promoter only after payment/realisation of booking amount 1 of Rs. _____ (Rupees _____ only) as specified in the Payment Plan together with Application complete in all respects.
9. I/We have applied for allotment of said Apartment with the complete knowledge of the laws, notifications, rules and regulations applicable to the said Apartment and has/have fully satisfied myself/ourselves about the right and interest of the Promoter in the aforesaid Apartment and Project. Further, that I/we hereby undertake to abide by all laws, rules and regulations and terms and conditions of the competent authorities applicable to the aforesaid Apartment.
10. I/We further understand and agree that the Booking Amount payable for allotment of the said Apartment shall be payable by me/us in three instalments i.e., booking amount 1, booking amount 2 and booking amount 3 (together shall be referred to as the "**Booking Amount**"), the sum total of which shall constitute the Booking Amount for the said Apartment for all intents and purposes.
11. If any of the cheque submitted by the Applicant to the Promoter is dishonored for any reasons, then the Promoter shall intimate the Applicant of such dishonor of the cheque and the Applicant would be required to tender a demand draft of the same amount to the Promoter within ten (10) days from the date of dispatch of such intimation by the Promoter and the same shall be accepted subject to '**Dishonor Charges**' of Rs. _____ for each dishonor. In the event the said demand draft is not tendered within the stipulated time period mentioned herein, then the Application would be deemed cancelled.

My/Our Particulars are as under:¹

1. SOLE/FIRST APPLICANT

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/Incorporation _____ Nationality _____

Self Attested
Photograph of Sole/
First Applicant

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other _____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin ()*

Others (please specify)

*Current country of residence _____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer

Marital Status: Married ()

Unmarried ()

Permanent Account No. _____ **/Company Incorporation No.** _____

(In case of Non-residents and FNIOS , please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Company: _____

Designation: _____ **Address:** _____

¹ It is mandatory to fill in the requisite information in all the columns for all applicants.

City_____ State_____ Country_____

PIN_____ Email_____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Fax No_____

2. SECOND/JOINT APPLICANT (if applicable)

Mr./Ms./M/s._____

s/w/d of_____

Date of Birth/Incorporation_____ Nationality_____

Self Attested
Photograph of
Second Applicant

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other_____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin ()*

Others (please specify)

*Current country of residence_____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer

Marital Status: Married ()

Unmarried ()

Permanent Account No._____/Company Incorporation No. _____

(In case of Non-residents and FNIOs , please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City_____ State_____ Country_____

PIN_____ Email_____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Company:_____

Designation:_____ **Address:**_____

City_____ State_____ Country_____

PIN_____ Email_____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Fax No_____

3. THIRD/JOINT APPLICANT (if applicable)

Mr./Ms./M/s._____

s/w/d of_____

Date of Birth/Incorporation_____ Nationality_____

Self Attested
Photograph of Third
Applicant

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other_____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin ()*

Others (please specify)

*Current country of residence_____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer

Marital Status: Married ()

Unmarried ()

Permanent Account No. _____/Company Incorporation No. _____

(In case of Non-residents and FNI/Os , please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Company: _____

Designation: _____ **Address:** _____

City _____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Fax No _____

4. ADDRESS FOR COMMUNICATION

ADDITIONAL TERMS & CONDITIONS

1. I/We understand and agree that this Application for booking of the said Apartment is subject, inter alia to the terms and obligations to be observed by me/us as set out herein, including the terms and conditions of the Agreement that shall in due course be executed with the Promoter and I/we further agree and undertake to abide by all these terms, conditions and obligations.
2. I/We have applied for allotment of the Apartment after fully understanding all the terms and conditions of sale. I/We acknowledge and understand that the Promoter are the absolute owner of land admeasuring 27573.95 sq. mts. situated at TCG-1/AV-6 and TCG-1/AV7, Gomti Nagar, Phase I, Vibuti Khand, Lucknow, Uttar Pradesh which has been earmarked for the purpose of developing the Experion Capital comprising of residential apartments in a condominium setting and a commercial complex consisting of shops and office spaces.
3. I/We have gone through all the approvals and sanctions obtained for the development and construction of the said Project including the Building Plans approval dated _____ bearing memo no. _____, Environment Clearance from the Ministry of Environment and Forests(MOEF) vide _____ and the Consent to Establish from the State Pollution Control Board vide _____. The Project is also registered under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____
4. I/We have also gone through the draft Agreement available at the Project's website/ Site Office/Corporate Office of the Promoter and I/we have fully understood all the terms and conditions mentioned therein. I/We acknowledge and declare that the Promoter has readily provided me/us with all the information/clarifications as required by me/us.
5. I/We declare that I/we am/are competent to make and submit the present Application for booking of the aforesaid Apartment and there is no legal, regulatory or statutory impediment or restriction on my/our making this Application or the payment tendered hereunder.
6. I/We have inspected the site where the aforesaid Project is being developed. I/We have not merely relied or been influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Promoter and I/we have made my/our own personal judgment prior to booking the Apartment.
7. I/We understand and acknowledge that the carpet area of the Apartment ("**Carpet Area**") shall mean and include the net usable floor area of the Apartment and the area covered by the internal partition walls including shear walls and columns within the Apartment and shall exclude the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area.
8. I/We understand and acknowledge that the total price for the Apartment based on the Carpet Area is _____ (Rupees _____ only) ("**Total Price**"):

The Total Price for the Apartment shall include the following;

A. Basic Sale Price at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;

B. PLC at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;

C. Charges towards allocation of car parking no. _____ for exclusive use at Rs. _____/-;

D. Common Area Charges of Rs. _____/-;

In addition to the Total Price, I/we hereby undertake and agree to pay the following:

(i) Maintenance Charges at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;

(ii) IFMSD for an amount of Rs. _____/-;

9. I/We undertake and confirm that I/we shall always remain responsible for making timely payments in accordance with the Payment Plan opted by me/us. I/We understand and agree that in the event I/we default in the timely payment of any amounts payable in respect of the Apartment in terms of the Agreement, I/we shall be liable for payment of **"Delay Payment Charges"** at State Bank of India highest marginal cost of lending rate + 2% or such other rate as may be prescribed under the applicable laws, from the date when such amounts become due for payment until the date of receipt by the Promoter. Notwithstanding the payment of delay payment charges, in the event I/we fail to make payment towards any two consecutive installments beyond a period of 60 (Sixty) days from the due date of the last demand notice/payment request, the same shall be deemed to be a breach of the Agreement and the Promoter shall be entitled to call upon me/us to rectify the breach by making payment of the outstanding dues along with delay payment charges accrued thereon within a period of 30 (Thirty) days. In the event I/we fail to make the payment of the outstanding dues along with delay payment charges accrued thereon within the stipulated period of 30 (Thirty) days, the Promoter shall be entitled to cancel the allotment and terminate the Agreement in accordance therewith.
10. In case of cancellation of my/our allotment for any other reason(s) whatsoever, not attributable to the Promoter, the Promoter shall be entitled to cancel the allotment of the Apartment and forfeit the entire Booking Amount and refund any balance amount to me/us within 45 (Forty Five) days of such cancellation without any interest whatsoever.
11. I/We understand and agree that in the event of reduction in the Carpet Area, the Promoter shall refund the excess amounts paid by me/us within 45 (Forty Five) days along with interest at the rate of SBI highest marginal cost of lending rate + 2% per annum, from the date when such excess amount was paid by me/us. I/We further agree that in the event of any increase in the Carpet Area, which shall not be more than 3% (Three Percent) of the Carpet Area as mentioned herein this Application and the Agreement, the Promoter shall be entitled to demand the payable amounts along with the next due installment as per the Payment Plan opted by me/us. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.

12. Upon issuance of Completion Certificate by the concerned Authorities, the Promoter shall offer the possession of the Apartment to me/us. Subject to force majeure and fulfilment by me/us of all the terms and conditions of the Agreement including but not limited to timely payment of the Total Price and other amounts payable in accordance with Payment Plan, stamp duty, registration charges and other charges due and payable by me/us and also subject to me/us having complied with all formalities or documentation as prescribed by the Promoter, the Promoter shall offer the possession of the Apartment to me/us within a period of ____ (_____) months from the date of execution of the Agreement.

13. Subject to above, in the event the Promoter fails to offer possession of the Apartment to me/us within the stipulated time, I/we may either:

(a) Opt for payment of compensation from the Promoter calculated at the same rate as the Delay Payment Charges over the amount received by the Promoter till date ("**Penalty for Delayed Completion**"). The payment of Penalty for Delayed Completion shall be made for every month of delay till the handing over of possession of the Apartment and such payment shall be made within 45 (Forty Five) days of it becoming due. The Penalty for Delayed Completion is just and equitable estimate of the damages that I/we may suffer and I/we agree that I/we shall not have any other claims/rights whatsoever;

Or

(b) Alternatively, I/we may seek termination of the Agreement by written intimation to the Promoter. In such an event the Promoter shall be liable to refund to me/us the actual amounts paid by me/us along with interest at the rate of SBI highest marginal cost of lending rate + 2% (excluding any interest paid/payable by me/us on any delayed payment and paid up taxes) within 45 (Forty Five) days of it becoming due. No other claim, whatsoever, shall lie against the Promoter nor be raised otherwise or in any other manner by me/us.

I/We may exercise the options contained herein within a period of 30 days from the date of expiry of the date stipulated for offering possession of the Apartment failing which I/we shall deemed to have exercised the option contained at (a) above.

14. Upon receipt of the Completion Certificate under the applicable laws, the Promoter shall issue a written notice ("**Possession Notice**") to me/us requiring me/us to complete the following requirements within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements as may be necessary and the Promoter shall, after execution of all such documentation and receipt of all outstanding payments from me/us including all dues payable under the Agreement or as may be payable because of any demands of any authority, permit me/us to assume possession of the Apartment.

15. I/We understand and agree that the Promoter either by itself or through a maintenance service agency that it may appoint, carry out the maintenance and upkeep of the common areas in the Project for a period as may be specified by the authority or as required under applicable laws until the responsibility for such maintenance is required to be handed over to any association of apartment owners or to any authority, as the case may be. I/We shall be responsible for making the payment of the Maintenance Charges and Interest Free Maintenance Security Deposit.

16. I/We hereby confirm and agree that the Promoter shall be responsible for handing over the building/constructions or infrastructure services and systems, laid out for the said Project, as specified in the Agreement, in typical working order and free from any structural or fundamental defect. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under defect liability (**"Defect Liability"**). I/We further confirm and agree that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. I/We also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, I/we agree that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.
17. I/We hereby confirm and agree that all fittings, fixtures, apartment level equipment whatsoever like ACs, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the individual apartment owner alone. Intrinsically breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminium items, façade, doors, windows and such like shall also not be covered under Defect Liability.
18. I/We acknowledge and agree that despite of all the necessary steps and precautions taken while designing and construction, the concrete slabs/beams may deflect due to self-weight, imposed loading, creep and/or shrinkage phenomenon (inherent properties of concrete), for years after completion of construction. Further, there may be cracks in finishes i.e., flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and due to any renovation work or alterations undertaken by the Promoter or allottees of other apartments. I/We hereby agree and confirm that I/we shall not hold the Promoter liable for any such defects or claim any compensation from the Promoter in this regard.
19. In case the Promoter accepts my/our Application, I/we hereby undertake and agree to abide by all the terms and conditions as may be prescribed by the Promoter including payment of the sale consideration and execution of Agreement and other documents prescribed by the Promoter. In the event of my/our failure to execute the Agreement or any other document prescribed by the Promoter within the aforementioned stipulated period, my/our booking shall stand cancelled and the entire amount paid by me/us shall stand forfeited.
20. I/We shall get my/our complete address registered with the Promoter at the time of booking and it shall be my/our responsibility to inform Experion, in writing, by registered AD letter for any change in their mailing or permanent address failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur therefrom.
21. The rights and obligations of the Applicant and the Promoter under or arising out of this Application shall be construed and enforced in accordance with the applicable laws of India.

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing has been concealed or withheld by me/us therefrom. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

I/We also undertake to inform the Promoter of any future changes related to the information and details shown in this Application.

I/We hereby also declare that I/we have read and understood the terms and conditions in this Application including the Total Price and the Payment Plan. By signing this Application, I/We do hereby solemnly accept and agree to abide by the terms & conditions as stipulated in this Application, which may be modified or amended by the Promoter.

I/We hereby give my/our irrevocable consent to become member of the association of apartment owners to be formed in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required.

I/We have signed this Application after having read and understood what is written in this Application.

Thanking you,

Yours faithfully,

Signatures of:	Sole/First Applicant	Second Applicant	Third Applicant
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Date:

Place:

Note:

- 1) All payments shall be made by demand draft / banker's cheque / cheque payable at _____ or through RTGS/ NEFT based on details provided by the Promoter from time to time. No cash payments or any post-dated payment instruments shall be acceptable.
- 2) Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Promoter at its sole discretion.
- 3) Documents required at the time of booking:²
 - a. Booking Amount cheque/draft.
 - b. PAN No. & Copy of PAN Card/Undertaking.
 - c. For Companies: Copy of Memorandum and Articles of Association, certified copy of Board Resolution, Form 18 and Form 32.
 - d. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners.
 - e. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR A/c.
 - f. For NRI: Copy of passport and payment through their own NRE/NRO A/c/FCNR A/c.

- g. One photograph of each Applicant.
- h. Photocopy of Aadhaar Card of each Applicant.
- i. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving Licence/ PIO Card/OCI Card etc.
- j. Specimen signatures duly verified by bankers (in original).
- k. If the first applicant is a minor, then proof of age and address of natural guardian to be furnished.

²*All copies of documents wherever required, should be self-attested.*

ANNEXURE-A

DETAILS OF THE APARTMENT

- (1) Apartment No. _____
- (2) Floor _____
- (3) Tower _____
- (4) Type _____
- (5) Phase _____
- (6) Carpet Area _____ sq.mtr. (approx.) [_____ sq. ft. (approx.)]
- (7) Allocated car parking space for exclusive use _____

PAYMENT PLAN (Attached): (Please tick appropriate)

Down Payment Plan [☐]

Construction Linked Plan [☐]

Time Linked Plan [☐]

Note: All amounts towards stamp duty, registration charges as well as administrative charges, as applicable on registration of Agreement and conveyance deed shall be extra and payable by the Applicant(s) as and when demanded by the Promoter.

Signatures of: **Sole/First Applicant** **Second Applicant** **Third Applicant**

FOR OFFICE USE ONLY

1. Application received by _____ on _____ (date)
2. Documents: Complete/Incomplete. (To be completed by _____)
3. Details of Apartment proposed to be allotted:
 - a. Apartment No. _____
 - b. Floor _____
 - c. Tower _____
 - d. Type _____
 - e. Phase _____
 - f. Carpet Area _____ sq.mtr. (approx.) [_____ sq. ft. (approx.)]
 - g. Allocated car parking space for exclusive use _____
4. PAYMENT PLAN (Attached): (Please tick appropriate)
Down Payment Plan [] Construction Linked Plan [] Time Linked Plan []
5. Allied charges as per the terms and conditions of the Application/ Agreement for Sale as applicable
6. Mode of Booking:
 - i) Direct _____ (Ref. if any) _____
 - ii) Channel Partner Name: _____

Stamp: _____
7. Application: Accepted / Rejected

(Concerned Team Member/Authorized Signatory)

**** (Sales Team)**

**** (SALES HEAD)**

**if Application is rejected, then please give brief reason and follow up action below:

FOR CRM/SALES ADMINISTRATION OFFICE USE

Check List

1. **Application date** _____

2. **Dealing Executive(s)** _____

3. **Documents completion status:**
 - a. Booking amount 1 cheque for Rs. _____ cleared on _____
 [] Less than prescribed amount [] Excess to prescribed amount
 [] Equivalent to prescribed amount

 Type of Account: [] Domestic [] NRE [] NRO [] Foreign

 - b. Identity Proof : []

 - c. Address Proof : []

 - d. Photographs : []

 - e. Signatures : []

4. **Payment Plan (Attached)**

 Down Payment Plan [] Construction Linked Plan [] Time Linked Plan []

6. **Booking:**

 Direct : [] _____
 Channel : [] _____
 Reference : [] _____

7. **Fit for sending Allotment letter [] and Agreement []**

Payment Plan

APPLICATION FORM

To,

Experion Developers Private Limited
Experion Hospitality Private Limited

_____.

Sub: **APPLICATION FOR BOOKING OF A COMMERCIAL UNIT IN THE COMMERCIAL COMPLEX ("PROJECT") AT EXPERION CAPITAL BEING DEVELOPED At TCG-1/AV-6 & TCG-1/AV7, GOMTI NAGAR, PHASE I, VIBUTI KHAND, LUCKNOW, UTTAR PRADESH.**

Dear Sir,

1. I/We (also referred to as the **"Applicant"**) wish to apply, by way of this Application (**"Application"**) for allotment of shop/office space no. _____ having Carpet Area of _____ sq.mtr. or _____ sq.ft. approx. in your aforesaid Project (hereinafter referred to as the said **"Commercial Unit"**) as per the payment plan (**"Payment Plan"**) opted by me/us and details mentioned in Annexure-A.
2. I/We acknowledge and understand that the M/s Experion Developers Private Limited and M/s Experion Hospitality Private Limited (hereinafter collectively referred to as the **"Promoter"**) are the absolute owners of land admeasuring 27573.95 sq. mts. situated at TCG-1/AV-6 and TCG-1/AV7, Gomti Nagar, Phase I, Vibuti Khand, Lucknow, Uttar Pradesh (**"Land"**) and the said Land is earmarked for the purpose of developing a mixed use project comprising of residential apartments in a condominium setting and a commercial complex consisting of shops and office spaces (hereinafter referred to as **"Experion Capital"**). I/We further understand and acknowledge that an area of approximately _____ sq.mts. out of the said Land has been identified for development of the said Project which shall comprise of _____ nos. shops and office spaces along with other infrastructure and amenities as prescribed under the Applicable Laws.
3. I/We hereby confirm and declare that I/we have personally visited the site where the said Project is being developed and after having fully satisfied myself/ourselves in all respects, I/we have decided to apply for the allotment of the said Commercial Unit.
4. I/We hereby enclose cheque no. _____ dated _____ drawn on _____ for an amount of Rs. _____/- (Rupees _____ Only) towards the booking amount 1 payable in terms of the Payment Plan opted by me/us.
5. Notwithstanding anything contained herein, I/We acknowledge and understand that I/ We, by virtue of this Application, (i) am/are solely an Applicant for reserving the Commercial Unit; and (ii) have not been allotted, sold or otherwise transferred by the Promoter, the Commercial Unit. Further, it is hereby clarified that by virtue of this Application, the Promoter has not allotted, sold or otherwise transferred the Commercial Unit notwithstanding the fact that the Promoter may have issued an acknowledgement in receipt of the booking amount 1 tendered with this Application and encashed the same.

Classification: THE POSITIVE SIDE OF LIFE

6. I/We hereby understand and acknowledge that this Application does not constitute an agreement for sale/builder buyer agreement ("**Agreement**") and I/we do not become entitled to the provisional and/or final allotment of Commercial Unit. It is only after I/we am/are issued the allotment letter ("**Allotment Letter**") from the Promoter, as per Promoter's standard format that the allotment shall become binding and final.
7. I/We have clearly understood and agreed that this Application will be processed by the Promoter only after payment/realisation of booking amount 1 of Rs. _____ (Rupees _____ only) as specified in the Payment Plan together with Application complete in all respects.
8. I/We have applied for allotment of said Commercial Unit with the complete knowledge of the laws, notifications, rules and regulations applicable to the said Commercial Unit and has/have fully satisfied myself/ourselves about the right and interest of the Promoter in the aforesaid Commercial Unit and Project. Further, that I/we hereby undertake to abide by all laws, rules and regulations and terms and conditions of the competent authorities applicable to the aforesaid Commercial Unit.
9. I/We further understand and agree that the Booking Amount payable for allotment of the said Commercial Unit shall be payable by me/us in three instalments i.e., booking amount 1, booking amount 2 and booking amount 3 (together shall be referred to as the "**Booking Amount**"), the sum total of which shall constitute the Booking Amount for the said Commercial Unit for all intents and purposes.
10. If any of the cheque submitted by the Applicant to the Promoter is dishonored for any reasons, then the Promoter shall intimate the Applicant of such dishonor of the cheque and the Applicant would be required to tender a demand draft of the same amount to the Promoter within ten (10) days from the date of dispatch of such intimation by the Promoter and the same shall be accepted subject to '**Dishonor Charges**' of Rs. _____ for each dishonor. In the event the said demand draft is not tendered within the stipulated time period mentioned herein, then the Application would be deemed cancelled.

My/Our Particulars are as under:¹

1. SOLE/FIRST APPLICANT

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/Incorporation _____ Nationality _____

Self Attested
Photograph of Sole/
First Applicant

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other _____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin ()*

Others (please specify)

*Current country of residence _____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer

Marital Status: Married ()

Unmarried ()

Permanent Account No. _____/Company Incorporation No. _____

(In case of Non-residents and FNI/Os, please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City _____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Company: _____

Designation: _____ **Address:** _____

City _____ State _____ Country _____

¹ It is mandatory to fill in the requisite information in all the columns for all applicants.

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Fax No _____

2. SECOND/JOINT APPLICANT (if applicable)

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/Incorporation _____ Nationality _____

Self Attested
Photograph of
Second Applicant

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other _____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin ()*

Others (please specify)

*Current country of residence _____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer

Marital Status: Married ()

Unmarried ()

Permanent Account No. _____ **/Company Incorporation No.** _____

(In case of Non-residents and FNIOS , please attach copy of passport/PIO Card)

Correspondence/Registered Address:

City _____ State _____ Country _____

PIN _____ Email _____

Classification: THE POSITIVE SIDE OF LIFE

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Company: _____

Designation: _____ **Address:** _____

City _____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Fax No _____

3. THIRD/JOINT APPLICANT (if applicable)

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/Incorporation _____ Nationality _____

Self Attested
Photograph of Third
Applicant

Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other _____

Residential Status:

Resident ()

Non-Resident ()*

Foreign National of Indian Origin ()*

Others (please specify)

*Current country of residence _____

*Principal Bank a/c no. held in the country of residence along with details for RTGS/electronic transfer

Marital Status: Married ()

Unmarried ()

Permanent Account No. _____ **/Company Incorporation No.** _____

(In case of Non-residents and FNIOS, please attach copy of passport/PIO Card)

Correspondence/Registered Address:

Classification: THE POSITIVE SIDE OF LIFE

City_____ State_____ Country_____

PIN_____ Email_____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Company:_____

Designation:_____ **Address:**_____

City_____ State_____ Country_____

PIN_____ Email_____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Fax No _____

4. ADDRESS FOR COMMUNICATION

ADDITIONAL TERMS & CONDITIONS

1. I/We understand and agree that this Application for booking of the said Commercial Unit is subject, inter alia to the terms and obligations to be observed by me/us as set out herein, including the terms and conditions of the agreement for sale that shall in due course be executed with the Promoter and I/we further agree and undertake to abide by all these terms, conditions and obligations.
2. I/We have applied for allotment of the Commercial Unit after fully understanding all the terms and conditions of sale. I/We acknowledge and understand that the Promoter are the absolute owner of land admeasuring 27573.95 sq. mts. situated at TCG-1/AV-6 and TCG-1/AV7, Gomti Nagar, Phase I, Vibuti Khand, Lucknow, Uttar Pradesh which has been earmarked for the purpose of developing the Experion Capital comprising of residential apartments in a condominium setting and a commercial complex consisting of shops and office spaces.
3. I/We have gone through all the approvals and sanctions obtained for the development and construction of the said Project including the Building Plans approval dated _____ bearing memo no. _____, Environment Clearance from the Ministry of Environment and Forests(MOEF) vide _____ and the Consent to Establish from the State Pollution Control Board vide _____. The Project is also registered under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____
4. I/We have also gone through the draft agreement for sale available at the Project's website/ Site Office/Corporate Office of the Promoter and I/we have fully understood all the terms and conditions mentioned therein. I/We acknowledge and declare that the Promoter has readily provided me/us with all the information/clarifications as required by me/us.
5. I/We declare that I/we am/are competent to make and submit the present Application for booking of the aforesaid Commercial Unit and there is no legal, regulatory or statutory impediment or restriction on my/our making this Application or the payment tendered hereunder.
6. I/We have inspected the site where the aforesaid Project is being developed. I/We have not merely relied or been influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Promoter and I/we have made my/our own personal judgment prior to booking the Commercial Unit.
7. I/We understand and acknowledge that the carpet area of the Commercial Unit ("**Carpet Area**") shall mean and include the net usable floor area of the Commercial Unit and the area covered by the internal partition walls including shear walls and columns within the Commercial Unit and shall exclude the area covered by the external walls and areas under services shafts.
8. I/We understand and acknowledge that the total price for the Commercial Unit based on the Carpet Area is _____ (Rupees _____ only) ("**Total Price**"):

The Total Price for the Commercial Unit shall include the following;

- A. Basic Sale Price at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;

Classification: THE POSITIVE SIDE OF LIFE

B. PLC at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;

C. Common Area Charges of Rs. _____/-;

In addition to the Total Price, I/we hereby undertake and agree to pay the following:

(i) Maintenance Charges at the rate of Rs. _____/- per sq.mtr. (Rs. _____/- per sq.ft.) of Carpet Area;

(ii) IFMSD for an amount of Rs. _____/-;

9. I/We undertake and confirm that I/we shall always remain responsible for making timely payments in accordance with the Payment Plan opted by me/us. I/We understand and agree that in the event I/we default in the timely payment of any amounts payable in respect of the Commercial Unit in terms of the Agreement, I/we shall be liable for payment of **"Delay Payment Charges"** at State Bank of India highest marginal cost of lending rate + 2% or such other rate as may be prescribed under the applicable laws, from the date when such amounts become due for payment until the date of receipt by the Promoter. Notwithstanding the payment of delay payment charges, in the event I/we fail to make payment towards any two consecutive installments beyond a period of 60 (Sixty) days from the due date of the last demand notice/payment request, the same shall be deemed to be a breach of the Agreement and the Promoter shall be entitled to call upon me/us to rectify the breach by making payment of the outstanding dues along with delay payment charges accrued thereon within a period of 30 (Thirty) days. In the event I/we fail to make the payment of the outstanding dues along with delay payment charges accrued thereon within the stipulated period of 30 (Thirty) days, the Promoter shall be entitled to cancel the allotment and terminate the Agreement in accordance therewith.
10. In case of cancellation of my/our allotment for any other reason(s) whatsoever, not attributable to the Promoter, the Promoter shall be entitled to cancel the allotment of the Commercial Unit and forfeit the entire Booking Amount and refund any balance amount to me/us within 45 (Forty Five) days of such cancellation without any interest whatsoever.
11. I/We understand and agree that in the event of reduction in the Carpet Area, the Promoter shall refund the excess amounts paid by me/us within 45 (Forty Five) days along with interest at the rate of SBI highest marginal cost of lending rate + 2% per annum, from the date when such excess amount was paid by me/us. I/We further agree that in the event of any increase in the Carpet Area, which shall not be more than 3% (Three Percent) of the Carpet Area as mentioned herein this Application and the Agreement, the Promoter shall be entitled to demand the payable amounts along with the next due installment as per the Payment Plan opted by me/us. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
12. Upon issuance of Completion Certificate by the concerned Authorities, the Promoter shall offer the possession of the Commercial Unit to me/us. Subject to force majeure and fulfilment by me/us of all the terms and conditions of the Agreement including but not limited to timely payment of the Total Price and other amounts payable in accordance with Payment Plan, stamp duty, registration charges and other charges due and payable by me/us and also subject to me/us having complied with all

formalities or documentation as prescribed by the Promoter, the Promoter shall offer the possession of the Commercial Unit to me/us within a period of ____ (_____) months from the date of execution of the Agreement.

13. Subject to above, in the event the Promoter fails to offer possession of the Commercial Unit to me/us within the stipulated time, I/we may either:

(a) Opt for payment of compensation from the Promoter calculated at the same rate as the Delay Payment Charges over the amount received by the Promoter till date ("**Penalty for Delayed Completion**"). The payment of Penalty for Delayed Completion shall be made for every month of delay till the handing over of possession of the Commercial Unit and such payment shall be made within 45 (Forty Five) days of it becoming due. The Penalty for Delayed Completion is just and equitable estimate of the damages that I/we may suffer and I/we agree that I/we shall not have any other claims/rights whatsoever;

Or

(b) Alternatively, I/we may seek termination of the Agreement by written intimation to the Promoter. In such an event the Promoter shall be liable to refund to me/us the actual amounts paid by me/us along with interest at the rate of SBI highest marginal cost of lending rate + 2% (excluding any interest paid/payable by me/us on any delayed payment and paid up taxes) within 45 (Forty Five) days of it becoming due. No other claim, whatsoever, shall lie against the Promoter nor be raised otherwise or in any other manner by me/us.

I/We may exercise the options contained herein within a period of 30 days from the date of expiry of the date stipulated for offering possession of the Commercial Unit failing which I/we shall deemed to have exercised the option contained at (a) above.

14. Upon receipt of the Completion Certificate under the applicable laws, the Promoter shall issue a written notice ("**Possession Notice**") to me/us requiring me/us to complete the following requirements within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements as may be necessary and the Promoter shall, after execution of all such documentation and receipt of all outstanding payments from me/us including all dues payable under the Agreement or as may be payable because of any demands of any authority, permit me/us to assume possession of the Commercial Unit.
15. I/We understand and agree that the Promoter either by itself or through a maintenance service agency that it may appoint, carry out the maintenance and upkeep of the common areas in the Project for a period as may be specified by the authority or as required under applicable laws until the responsibility for such maintenance is required to be handed over to any association of property owners or to any authority, as the case may be. I/We shall be responsible for making the payment of the Maintenance Charges and Interest Free Maintenance Security Deposit.
16. I/We hereby confirm and agree that the Promoter shall be responsible for handing over the building/constructions or infrastructure services and systems, laid out for the said Project, as specified in the Agreement, in typical working order and free from any structural or fundamental defect. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be

covered under defect liability (**"Defect Liability"**). I/We further confirm and agree that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. I/We also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, I/we agree that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.

17. I/We hereby confirm and agree that all fittings, fixtures, unit level equipment whatsoever like ACs, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the individual owner alone. Intrinsically breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminium items, façade, doors, windows and such like shall also not be covered under Defect Liability.
18. I/We acknowledge and agree that despite of all the necessary steps and precautions taken while designing and construction, the concrete slabs/beams may deflect due to self-weight, imposed loading, creep and/or shrinkage phenomenon (inherent properties of concrete), for years after completion of construction. Further, there may be cracks in finishes i.e., flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and due to any renovation work or alterations undertaken by the Promoter or allottees of other commercial units. I/We hereby agree and confirm that I/we shall not hold the Promoter liable for any such defects or claim any compensation from the Promoter in this regard.
19. In case the Promoter accepts my/our Application, I/we hereby undertake and agree to abide by all the terms and conditions as may be prescribed by the Promoter including payment of the sale consideration and execution of Agreement and other documents prescribed by the Promoter. In the event of my/our failure to execute the Agreement or any other document prescribed by the Promoter within the aforementioned stipulated period, my/our booking shall stand cancelled and the entire amount paid by me/us shall stand forfeited.
20. I/We shall get my/our complete address registered with the Promoter at the time of booking and it shall be my/our responsibility to inform Experion, in writing, by registered AD letter for any change in their mailing or permanent address failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur therefrom.
21. The rights and obligations of the Applicant and the Promoter under or arising out of this Application shall be construed and enforced in accordance with the applicable laws of India.

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing has been concealed or withheld by me/us therefrom. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Thanking you,

Yours faithfully,

Signatures of: **Sole/First Applicant** **Second Applicant** **Third Applicant**

Date:

Place:

Note:

- 1) All payments shall be made by demand draft / banker's cheque / cheque payable at _____ or through RTGS/ NEFT based on details provided by the Promoter from time to time. No cash payments or any post-dated payment instruments shall be acceptable.
- 2) In case any cheque comprising Booking Amount is dishonoured due to any reason, the Promoter reserves the right to cancel the booking without giving any notice to the Applicant(s).
- 3) Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Promoter at its sole discretion.
- 4) Documents required at the time of booking:²
 - a. Booking Amount cheque/draft.
 - b. PAN No. & Copy of PAN Card/Undertaking.
 - c. For Companies: Copy of Memorandum and Articles of Association, certified copy of Board Resolution, Form 18 and Form 32.
 - d. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners.
 - e. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR A/c.
 - f. For NRI: Copy of passport and payment through their own NRE/NRO A/c/FCNR A/c.
 - g. One photograph of each Applicant.
 - h. Photocopy of Aadhaar Card of each Applicant.
 - i. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving Licence/ PIO Card/OCI Card etc.
 - j. Specimen signatures duly verified by bankers (in original).
 - k. If the first applicant is a minor, then proof of age and address of natural guardian to be furnished.

²*All copies of documents wherever required, should be self-attested.*

DETAILS OF THE COMMERCIAL UNIT

- (1) Commercial Unit No. _____
(2) Floor _____
(3) PLC _____
(4) Carpet Area _____ sq.mtr. (approx.) [_____ sq. ft. (approx.)]

PAYMENT PLAN (Attached): (Please tick appropriate)

Down Payment Plan [☐]

Construction Linked Plan [☐]

Time Linked Plan [☐]

Note: All other amounts towards stamp duty, registration charges as well as administrative charges, as applicable on registration of Agreement and conveyance deed shall be extra and payable by the Applicant(s) as and when demanded by the Promoter.

Signatures of: **Sole/First Applicant** **Second Applicant** **Third Applicant**

FOR OFFICE USE ONLY

1. Application received by _____ on _____ (date)
2. Documents: Complete/Incomplete. (To be completed by _____)

3. Details of Commercial Unit proposed to be allotted:
 - a. Commercial Unit No. _____
 - b. PLC _____
 - c. Carpet Area _____ sq.mtr. (approx.) [_____ sq. ft. (approx.)]

4. PAYMENT PLAN (Attached): (Please tick appropriate)
Down Payment Plan [] Construction Linked Plan [] Time Linked Plan []

5. Mode of Booking:
 - i) Direct _____ (Ref. if any) _____
 - ii) Channel Partner Name: _____

Stamp: _____

6. Application: Accepted / Rejected

(Concerned Team Member/Authorized Signatory)

**** (Sales Team)**

**** (SALES HEAD)**

****if Application is rejected, then please give brief reason and follow up action below:**

FOR CRM/SALES ADMINISTRATION OFFICE USE

Check List

1. **Application date** _____

2. **Dealing Executive(s)** _____

3. **Documents completion status:**
 - a. Booking amount 1 cheque for Rs. _____ cleared on _____
 [] Less than prescribed amount [] Excess to prescribed amount
 [] Equivalent to prescribed amount

 Type of Account: [] Domestic [] NRE [] NRO [] Foreign

 - b. Identity Proof : []

 - c. Address Proof : []

 - d. Photographs : []

 - e. Signatures : []

4. **Payment Plan (Attached)**

 Down Payment Plan [] Construction Linked Plan [] Time Linked Plan []

6. **Booking:**

 Direct : [] _____
 Channel : [] _____
 Reference : [] _____

7. **Fit for sending Allotment letter [] and Agreement []**

Payment Plan