Application for Allotment of Shop/Studio Suite at "MY SHOP/MY PAD, City Centre" at Vibhuti Khand, Gomti Nagar, Lucknow, U.P.

DLF Home Developers Limited Office: DLF Centre, Sansad Marg, New Delhi -110001

Dear Sir,

- 1. The Applicant(s) (hereinafter defined) understands that the Company (hereinafter defined), is promoting the Said Complex (hereinafter defined) bearing RERA registration number UPRERAPRJ4882 and details regarding the same can be availed on www.up-rera.in
- 2. The Applicant(s) states and confirms that the Company has made the Applicant(s) aware of the availability of this Application for Allotment (hereinafter defined and referred to as Application) on the website www.dlf.in and at the head office of the Company. The Applicant(s) confirms that he/she has read and reviewed the Application containing the detailed terms and conditions and has fully understood the terms and conditions of the Application (including the Company's limitations). Consequently, the Applicant(s) is agreeable to perform his/her obligations as per the condition as stipulated in the Application. Thereafter, the Applicant(s) has applied for the allotment of a shop/a suite in the Said Complex and has requested the Company to allot a shop/suite. The Applicant(s) agrees and confirms to sign the Application in entirety and to abide by the terms and conditions of the Application and the terms and conditions, as mentioned herein below.
- 3. The Applicant(s) requests that the Applicant(s) may be allotted a shop/suite and an exclusive right to use Parking Space(s) (hereinafter defined) in the Said Complex as per the Company's Down Payment Plan/ Installment Payment Plan.
- 4. The Applicant(s) encloses herewith a sum of ₹ ______ /- (Rupees _____only) by Bank Draft/ Cheque No. _____ dated _____drawn in favour of the Company payable at _____ towards the Booking Amount of the Said Shop/Said Suite defined hereunder.
- 5. The Applicant(s) agrees that if the Company allots the Said Shop/Said Suite, then the Applicant(s) agrees to pay the Total Price (hereinafter defined) and all other amounts, charges and dues as per the payment plan opted by the Applicant(s) and/or as and when demanded by the Company or in accordance with the terms of this Application. In case there is any change/modification in Taxes and Cesses, the subsequent amount payable by the Applicant(s) to the Company shall be increased/reduced based on such change/modification. The Company shall periodically intimate in writing to the Applicant(s), the amount payable inclusive of the change/modification in Taxes and Cesses paid/demanded along with the acts/rules/notifications with dates from which such taxes/levies etc. have been imposed or become effective.
- 6. The Applicant(s) acknowledges that the Company has provided all the information and clarifications as required by the Applicant(s) and that the Applicant(s) is fully satisfied in this regard and the Applicant(s) has relied upon his/her own judgment and investigation in deciding to apply for allotment of the Said Shop/Said Suite and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or any selling agents/brokers or otherwise

including but not limited to any representations relating to the description or physical condition of the Said Complex/ Said Shop/Said Suite/Said Building. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete in all respects.

- 7. Notwithstanding anything contained in this Application, the Applicant(s) understands that the Application will be considered as valid, enforceable and proper only on realization of the amount tendered with this Application.
- 8. The terms and expressions "Applicant" and "Company" are hereinafter individually referred to as "Party" and collectively referred to as "Parties". Wherever the context requires, singular shall mean and be construed as plural and masculine gender shall mean and be construed as the feminine gender.
- 9. The Applicant(s) agrees to abide by the terms and conditions annexed hereto with this Application including those relating to payment of Total Price and other deposits, Government charges, rates, Taxes and Cesses (hereinafter defined), levies, etc. and forfeiture of Booking Amount and as laid down herein and/or in the Application. My/our particulars are given below for your reference and record:

If the Allottee is a company]
(CIN No.) a company incorporated under the provisions of the
Companies Act, [1956 or • 2013, as the case may be], having its registered office at
, (PAN), represented by its authorized
, (PAN), represented by its authorized signatory,, (Aadhar No, Mobile No & Email
duly authorized <i>vide</i> board resolution dated (hereinafter referred to
as the "Allottee(s)") (which expression shall unless repugnant to the context or meaning
thereof be deemed to mean and include its successor-in-interest, and permitted assigns).
OR
[If the Allottee is a Partnership Firm]
a partnership firm registered under the Indian Partnership Act, 1932, having its
principal place of business at, (PAN) represented by
its authorized partner (Aadhar No Mobile No
its authorized partner,, (Aadhar No, Mobile No
referred to as the "Allottee(s)") (which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and 'include the partners or partner for the time being of
the said firm, the survivor or survivors of them and their heirs, executors and administrators of
the last surviving partner and his/her/their assigns).
OR
[If the Allottee is an Individual]
Applicant no. 1:
Mr. / Ms. , (Aadhar No , Mobile No & Email) son / daughter of , aged aboutresiding at (PAN
son / daughter of, aged aboutresiding at(PAN
(hereinafter called the "Allottee(s)") (which expression shall unless repugnant
to the context or meaning thereof be deemed to mean and include his/her heirs, executors,
administrators, successors-in-interest and permitted assigns).

	cant no. 2:	(Aadhar No	, Mobile No	& Email	,			
			ed aboutresiding a					
,011 ,) (he	ereinafter called the "A	.llottee(s)") (which exp	ression shall unless	s repugnant			
			eemed to mean and in					
			nd permitted assigns).	•	•			
	cant no. 3:	(Aadhar No	Mobile No	& Email	1			
vii./i	vis. , / daughter	(Mauriai 190 ofane	, Mobile No ed aboutresiding a	& EIIIali it	/ (PAN			
,011 ,) (he	ereinafter called the "A	.llottee(s)") (which exp	ression shall unless	s repugnant			
			eemed to mean and in					
admir	nistrators, s	uccessors-in-interest a	nd permitted assigns).					
OR								
[If the	e Allottee is	s a WITET						
11 (116	Anouee is	s а пог _ј						
√lr		(Aadhar	No	, Mobile No	&			
∃mail	-) son of aged about	No for self and as the Karta	a of the Hindu Joint	Mitakshara			
amil	y known	as HUF , having	g its place of	business / resi	idence at			
), (hereinafter re					
			ant to the context or n					
			the time being of the	said HUF, and their	r respective			
ieirs,	executors,	administrators and pe	imilied assigns).					
4.	DETAILS	OF SAID SHOP/SAID	SUITE					
	Туре		Carpet Area		sqm.			
	(sq. ft.)						
	Building	Block	Floor		_ Number			
5.	DETAILS	OF PRICING						
			@ ₹/- per s	g. mtr. (₹	/-per sq.			
	ft.) aggre	gating to ₹	/-(Rupees		_ ' '			
				only	y)			
	Dueferen	Preferential Location Attributes:						
	Preiereni	iai Location Attributes:						
	1.	Corner	: 5% of Bas	ic Sale Price				
	2.	Club Floor		sic Sale Price				
	3.	Courtyard Facing		sic Sale Price				
	4.	Lower Floor		ic Sale Price				
	5.	Pool View		sic Sale Price				
	6.	Road Facing		sic Sale Price				
	7.	Studio Plus	: 10% of Ba	sic Sale Price				
	Total Pi	referential Location	Charges: Rs	/- (Rup	200			
	only)	CIGITINAI LUCANUII	Charges. RS					
	Orny)							
	Price fo	or exclusive us	se of Parking	Space(s):	Rs /-			
	(Runees		Only)	,				

Slot r	noin the open parking area free of cost (to be ratified by resident welfare ration)
Club C	Charges : Rs/
Taxes	and Cesses : Rs (Rupees only)
Total F (Rupe	Price payable for the Said Shop/Said Suite : ₹/- esonly).
NOTE:	: The Company has taken the conversion factor of 10.764 sq.ft. per sq.m. for the purpose of this Application. (1 foot = 304.8 mm)
6.	DECLARATION The Applicant(s) hereby declares that my/our Application cannot be withdrawn and that the above particulars/information given by the Applicant(s) are true and correct and nothing has been concealed therefrom.
Yours	faithfully,
Signat	ure of Applicant (s)
Date :	
Place :	: :
	FOR OFFICE USE ONLY
RECE	IVING OFFICER
Name	
Signat	ure
Date _	
1.	ACCEPTED/ REJECTED
2.	DETAILS OF SAID SHOP/SAID SUITE
	Shop/Suite No
3.	Basic Sale Price (Carpet Area): @ ₹/- per sq. mtr. (₹/-per sq. ft.) aggregating to ₹/-(Rupees/-
	only)

Preferential Location Attributes:

	2 3 4 5	l. Lower 5. Pool V	loor vard Facin Floor liew Facing	g	: : : :	20% o 5% of 5% of 5% of 5% of	Basic Sale f Basic Sale Basic Sale Basic Sale Basic Sale Basic Sale Basic Sale	Price Price Price Price Price	
Total	Prefe	rential Loca	ation	Charge	s:	Rs.	/- (I	Rupees _	only)
		exclusive			Parkin	g	Space(s):	Rs	/-
Slot n		in the ope	n parking	area f	ree of	cost (t	o be ratifie	d by res	ident welfare
Club C	harge	s : _Rs	/						
Taxes	and C	esses: _Rs		(Rup	ees		(Only)	
Total I	Price p	ayable for the	e Said Sh	op/Said	I Suite	: ₹			_ /- (Rupees
									only).
4. 5.	Paym	MENT PLAN : ent received v		ue/DD/P	Pay Ord	er No. CUR/C	dated		
6. 7		ng Receipt No							
 BOOKING DIRECT/BROKER									
	 (c) PAN No. & Copy of PAN Card / form 60 / form 49 A. (d) For Companies: Certified copies of Memorandum & Articles of Association and Board Resolution in support of the authorized signatory under common seal of the Company. 								
	(e)	For Foreign	the Appli						nce from the nt(s) / IPI-7/
	(f) (g)		py of Pass /NRE / NI	ROA/c c	of the A	pplican	t(s).		ccount of the
Place			-		-			•	
		tock on							

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OFA SHOP/SUITE IN ______.

The terms and conditions given below are more comprehensively set out in the Application. The Applicant(s) shall sign all the pages of this Application as token of his/her/its acceptance.

Definitions and Interpretations

In this Application, following words and expressions when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expression shall be attributed their ordinary meaning. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular means plural and masculine includes feminine gender.

- "Apartment Act" means the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Rules and/or any other statutory enactment or modifications thereof.
- "Applicant(s)" means the Applicant(s) applying for allotment of the Said Shop/Said Suite, whose particulars are set out in this Application and who has appended his/her/its signature as acknowledgement of having agreed to the terms and conditions of this Application.
- "Application" means this application form for allotment of a shop/suite in Said Complex on the terms and conditions contained herein.
- "Association of Owners" mean the Association formed by the owners of the shops/suites in the Said Complex
- "Common Areas and Facilities" means such common areas and facilities within the Said Building/Said Complex for common use of all the allottee(s) and mentioned in Annexure_IV_ of the Application.
- "Company" means the company who is developing the Said Complex.
- "Complex Land" means the land admeasuring 4.92 Acres (19,950.99 Sqm), falling in Plot No. TC /G-6/6, Vibhuti Khand, Gomti Nagar, Lucknow (U.P), out of which 2513.55 Sqm is reserved for use as water body/ pond as per sanctioned plan, on which the **Said Complex** has been developed
- "Competent Authority" means the local authority or any authority created or established under any law for the time being in force by the Uttar Pradesh Government which exercises authority over land under its jurisdiction and has powers to give permission for development of such immovable property and it also includes RERA Authority governing the land related laws in Uttar Pradesh;
- "Declaration" means the declaration (including any amended declaration) filed/to be filed under the Apartment Act, with the Competent Authority, with regard to the Said Shop/Said Suite/ Said Building/ Said Complex.
- **"Booking Amount"** means __% / or Rs. __Lacs (____only) of the Total Price, paid by the Applicant(s).
- "External Development Charges (EDC)" (whichever is applicable) mean the charges levied on the Said Complex on the Complex Land including any further increase in such charges (by whatever name called or in whatever form) by the Government of Uttar Pradesh

- or any other Competent Authority and with all such conditions imposed, to be paid by the Applicant(s).
- **"Force Majeure"** means Court order, Government policy/ guidelines, decisions, a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.
- "IFMS" means Interest Free Maintenance Security @ ₹__300/- per sq. feet(₹___3230_____persq.mtr.) of the Carpet Area of the Said Shop/Said Suite to be paid by the Applicant(s) to the Association of Owners/Maintenance Agency for the maintenance and upkeep of the Said Complex.
- "Infrastructure Development Charges (IDC)" shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Competent Authority(ies) towards the cost of development of major infrastructure projects.
- "Infrastructure Augmentation Charges (IAC)" mean the infrastructure augmentation charges levied/leviable (by whatever name called, now or in future) by the Competent Authority(ies) for recovery of the cost of the augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges and any further increase in any such charges.
- "Maintenance Agency" means the Association of Owners / body to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/ Said Building.
- "Maintenance Agreement" means the Maintenance Agreement amongst the Applicant(s), Association of Owners/Maintenance Agency, for maintenance of the Said Complex.
- "Maintenance Charges" shall have the meaning ascribed to it in the Maintenance Agreement for maintaining the Common Areas and Facilities in the Said Building / Said Complex, which shall be more elaborately described in the Maintenance Agreement.
- "Parking Space(s)" means Parking Space(s) allotted to the Applicant(s) details of which are mentioned in this Application.
- "RERA Act" mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time;
- "Rules" mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
- "Said Shop/Suite" means the specific shop/suite applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative shop/suite that may be allotted by the Company in lieu of the Said Shop/Suite.
- "Said Building" means the tower/building in the Said Complex in which the Said Shop/Suite will be located.
- "Said Complex" means the complex known as "MY PAD, CITY CENTRE" constructed on Complex Land, comprising of total of 616 studio suites, and 114 shops/ retail units in Tower B1 and Tower B2, Club, and Common Areas and Facilities as approved by the Competent Authority.

"Taxes and Cesses" mean any and all taxes payable by the Company. by way of Goods and Services Tax ("GST") or any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Shop/Suite/Said Complex,

"Total Price" means the amount amongst others, payable for the Said Shop/Suite which includes Basic Sale Price, PLC (if the Said Suites is preferentially located), Additional PLC (if the Said Shop/Suites is additionally preferential located) calculated on per sq.mtr. based on the carpet area of the Said Shop/Suite and price for exclusive right to use of Parking Space(s) and also includes other amounts, charges, security amount etc., which are payable in accordance with the terms of this Application, including but not limited to:

- i) EDC, IDC, increase in EDC, IDC, wealth tax, government rates tax on land, fees or levies of all and any kinds
- ii) Maintenance charges on the Said Shop/Suites. (As specified under Clause 19 (i) of this Application, the cost of maintenance for 1 (one) year from the date of completion certificate has been also included in the Total Price of the Said Suite.)
- iii) Taxes and Cesses.
- iv) The cost for electric and water meter as well as charges for water and electricity connection.
- v) Club charges, as applicable.
- vi) Cost of additional parking space(s), if any, allotted to the Applicant(s)
- vii) Cost for providing power back up including that of equipments, DG set, cabling, installation etc.
- viii) All deposits and charges paid/payable by the Company to Uttar Pradesh State Electricity Board (UPSEB) or any other body.
- ix) Charges / deposits / costs for creating HT feeder for tapping electricity from State Electricity Board's source up to receiving point of the Said Complex.
- x) Charges/cost of providing sewer, storm water and water connection to the Said Complex from the main line serving the Said Complex.
- xi) which amounts shall be payable by the Applicant(s) in addition to the Total Price in accordance with the terms and conditions of the Application and as per the demand raised by the Company from time to time.
- 1. The Applicant(s) hereby confirm that they are signing this Application with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Complex;
- 2. The Applicant(s) shall make the payment as per the payment plan.
- 3. The Company agrees and acknowledges, the Applicant(s) shall have the right to the Said Shop/Suite for Residential/ Commercial/ any other usage alongwith Parking Space(s) as mentioned below:
 - (i) The Applicant(s) shall have exclusive ownership of the Said Shop/Suite for Residential/ Commercial/ any other usage alongwith Parking Space(s);
 - (ii) The Allottee shall also have a right in undivided proportionate share in common areas. Since the share/interest of allottee in common areas is undivided and cannot be divided or separated, the allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the act

- 4. The Applicant(s) acknowledges and confirms that the Applicant(s) has/have not paid any amount towards any other lands, areas, facilities and amenities falling outside the Said Complex and as such, the Applicant(s) shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of the Application or in the computation of the Carpet Area. The Applicant(s) acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with the Company and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/ method of use, disposal etc., creation of rights in favour of any other person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other person.
- 5. The Applicant(s) agrees and understands that the Said Shop/Suite/ Said Building/ Said Complex is subject to the provisions of the Apartment Act. The Common Areas and Facilities as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Apartment Act), shall be conclusive and binding on the Applicant(s). The Applicant(s)agrees and confirms that the Applicant(s) right, title and interest in the Said Shop/Suite, Common Areas and Facilities shall be limited to and governed by what may be decided or specified by the Company in such declaration.
- 6. The Applicant(s) shall be required to join the Association of the Owners and the Applicant(s) agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company/Association of Owners for this purpose.
- 7. The Company agrees to pay all outstanding payments before transferring the physical possession of the Said Shop/Suite to the Applicant(s), which it has collected from the Applicant(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies/ etc., charges for water or electricity, Maintenance Charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to the Competent Authorities, banks and financial institutions, which are related to the Said Complex). If the Company fails to pay all or any of the outstanding(s) collected by it from the Applicant(s)or any liability, mortgage loan and interest thereon before transferring the Said Shop/Suite to the Applicant(s), the Company agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the Competent Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- The Total Price is escalation-free, save and except increases which the Allottee hereby 8. agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which were levied or imposed by the Competent Authority from time to time. The Company undertakes and agrees that while raising a demand to the Allottee for the increased development charges, cost/charges/fees/levies, etc. imposed by the Competent Authorities, the Company shall enclose the said notification/order/rule/regulation to that effect alongwith the demand letter being issued to the 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 Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the RERA Act and Rules, the same shall not be charged from the Allottee. The Parking Space(s) mentioned in the Application are intended to be used on an exclusive basis by the Applicant(s) of the Said Shop/Suite. It is further clarified and understood by the

Applicant(s) that the right to use the Parking Space(s) is an integral part of the Said Shop/Suite and cannot be sold/ dealt with independent of the Said Shop/Suite. It is further clarified by the Company and fully understood by the Applicant(s) that no separate price or charge has been recovered by the Company other than as mentioned under the Total Price of the Said Suite for the right to exclusive use of such Parking Space(s). However, the liability to pay for the maintenance and upkeep charges as may be levied from time to time by the Maintenance Agency on such Parking Space(s) shall be the responsibility of the Applicant(s) and such rights are co-terminus with the discharge of all the obligations as mentioned in the Application. All clauses of the Application pertaining to allotment, possession, cancellation etc shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable.

- 9. (a) The Company may, at its sole option and discretion, without prejudice to its rights asset out in the Application, waive the breach by the Applicant(s) in not making payments as per the Payment Plan Annexure __III_ of the Application] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Applicant(s) that exercise of discretion by the Company in the case of one Applicant(s) shall not be construed to be a precedent and /or binding on the Company to exercise such discretion in the case of other Applicant(s).
 - (b) Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof, shall not be construed to be a waiver of any provisions or of the right thereafter, to enforce each and every provision.
- 10. The Company shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Competent Authority and towards handing over the Said Shop/Suite along with Parking Space(s)(if applicable)to the Applicant(s) and the Common Areas to the Association of Owners or the Competent Authority, as the case may be as provided under Rules.
- 11. The Applicant(s) has seen the layout plan/ demarcation-cum-zoning/ site plan/building plan, specifications, amenities and facilities, etc. depicted in the advertisement/ brochure/ Application/ website (as the case may be) regarding the Said Complex(s) where the Said Shop/Suite alongwith Parking Space(s) (if applicable) is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with the Application] which has been approved by the Competent Authority, as represented by the Company. The Company has developed the Said Complex in accordance with the bye-laws such as FAR, density norms, provisions prescribed, approved plans, terms and conditions of the license/ allotment as well as registration under the RERA Act, etc. Subject to the terms of the Application, the Company has strictly abided by such plans approved by the Competent Authorities and has also strictly abided by the provisions and norms prescribed by the RERA Act and Rules and did not make any variation /alteration / modification in such plans, other than in the manner provided under the RERA Act and Rules, and if any breach of this term was made by the Company then it would constitute a material breach of the Application.
- 12 i) Schedule for possession of the Said Shop/Suite: The Company agrees and understands that timely delivery of possession of the Said Shop/Suite along with Parking Space(s) (if applicable) to the Applicant(s) and the Common Areas to the Association of Apartment Owners or the Competent Authority, as the case may be, as provided under Rules is the essence of the Application.

As the project i has been completed and the completion certificate has been issued by Lucknow Development Authority, the Company assures to hand over possession of the Said Shop/Suite along with Parking Space(s) (if applicable) as per agreed terms and conditions subject to payment of all the dues as per payment plan along with stamp duty, unless there is delay due to "Force Majeure", court orders, Government policy/guidelines/ decisions affecting the giving away of the possession of the Said Shop/Suite. If the completion of the Complex is delayed due to the above conditions, then the Applicant(s)agrees that the Company shall be entitled to the extension of time for delivery of possession of the Said Shop/Suite.

The Applicant(s) agrees and confirms that, in the event it becomes impossible for the Company to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Company shall refund to the Applicant(s) the entire amount received by the Company from the Applicant(s) within 120 (one hundred and twenty days). The Company shall intimate the Applicant(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Applicant(s), the Applicant(s) agrees that he/ she/it shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under the Application.

ii) Procedure for taking possession of the Said Shop/Suite: the company shall offer in writing the possession of the Said Shop/Suite.

The Company agrees and undertakes to indemnify the Applicant(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Company. The Company shall provide a copy (on demand) of completion certificate or part thereof in respect of Group Housing along with Parking Space(s) (if applicable) at the time of conveyance of the same. The Applicant(s), after taking possession, agree(s) to pay the Maintenance Charges as determined by the Company/Association of Owners/ Competent Authority, as the case may be.

13. Failure of Applicant(s) to take possession of the Said Shop/Suite- Upon receiving a written intimation from the Company as per paragraph 12 (ii) of this Application, the Applicant(s)shall take possession of the Said Shop/Suite from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Application, and the Company shall give possession of the Said Shop/Suite to the Applicant(s) as per terms and conditions of the Application.

In case the Applicant(s) fails to comply with essential documentation, undertaking etc. or fails to take possession within the time provided in paragraph 12 (ii) of this Application, such Applicant(s) shall continue to be liable to pay the Promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area (in case of apartment) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in paragraph12 (ii) of this Application.

14. Possession by the Applicant(s):

After obtaining the completion certificate in respect of the Said Complex and handing over the physical possession of the Said Shop/Suite for Residential/Commercial/ any other usage alongwith Parking Space(s) (if applicable) to the Applicant(s), it shall be the responsibility of the Company to hand over the necessary documents and plans, and Common Areas to the Association of Owners or the Competent Authority, as the case maybe, as provided under Rules.

15. Cancellation by Applicant(s)

The Applicant(s) shall have the right to cancel/withdraw his allotment in the Said Complex as provided in the RERA Act and Rules: Provided that where the Applicant(s) proposes to cancel/withdraw from the Said Complex without any fault of the Company, the Booking Amount paid for the Allotment shall stand forfeited and interest component on delayed payment shall be payable by the Applicant for breach of the Application and non-payment of any due payable to the Company all shall become recoverable from the Applicant).

The rate of interest payable by the Applicant(s) to the Company shall be the State Bank of India highest marginal cost of lending rate plus 1 (one) percent. The Company shall return 50% of the balance amount of money paid by the Applicant(s) Company within 45 (forty-five) days of such cancellation and the remaining 50% of the balance amount on re-allotment of the Said Suite or at the end of 1 (one) year from the date of cancellation by the Applicant(s), whichever is earlier. The Company shall inform the previous Applicant(s) the date of re-allotment of the Said Shop/Suite and also display the same information on the official website of UP RERA on the date of re-allotment.

16. Compensation

The Company shall compensate the Applicant(s) in case of any loss caused to him/her/it due to defective title of the Complex Land, on which the Said Complex is being developed or has been developed.

Except for occurrence of a "Force Majeure" event if the Company fails to complete or is unable to give possession of the Said Shop/Suite In the following events: (if applicable).

- (i) in accordance with the terms of the Application, duly completed by the date specified in paragraph 12 (i) of this Application or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the RERA Act and Rules; or for any other reason; the Company shall be liable, on demand to the Applicant(s), in case the Applicant(s) wishes to withdraw from the Said Complex, without prejudice to any other remedy available, to return the total amount received by him except duties and taxes paid by the **Company** to the government in respect of the Said Shop/Suite, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the RERA Act and Rules within 45(forty-five) days of it becoming due.

Provided that if the Applicant(s) does not intend to withdraw from the Said Complex, the Company shall pay the Applicant(s) interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Said Shop/Suite/, which shall be paid by the Company to the Applicant(s) within 45 (forty-five) days of it becoming due.

17. The Company undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Complex after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies)and disclosed, except for guidelines/ permissions/ directions or sanctions by Competent Authority or as provided under the RERA Act and Rules.

- 18. The Association of Owners/Competent Authority reserves the right to give on lease or hire any part of the top roof/terrace above the top floor, unless otherwise reserved specifically, of any of the buildings in the Said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipments or to use/hire/lease the same for advertisement purpose and the Applicant(s) agrees that the Applicant(s) shall not object to the same and make any claim on this account. The roof top/terrace shall always vest with the Association of Owners/Competent Authority and the Association of Owners/Competent Authority shall be the sole owner thereof.
- 19. The Applicant(s) agrees and undertakes that after the Association of Owners/Competent Authority, as the case may be, has taken over the maintenance of the Said Complex, thereafter the Applicant(s) shall be liable to pay Maintenance Charges for the maintenance of the Common Areas &Facilities of the Said Complex to such Association of Owners / Competent Authority. Each Applicant(s) shall promptly pay all such Maintenance Charges as demanded by the Association of Owners/Competent Authority and to secure the payment of such Maintenance Charges, the Applicant(s) shall always keep deposited an amount @ ₹__300___/- per sq.ft. with the Association of Owners/ Competent Authority, as the case may be, which shall be called IFMS". The Applicant(s) agrees to pay all such Maintenance Charges to the Association of Owners / Competent Authority, as the case may be; by way of a cheque / demand draft drawn in favour of such Association of Owners / Competent Authority, as the case may be. In case, the Applicant(s) fails to pay any maintenance bill then (a) the Applicant(s) shall not been titled to avail any maintenance services.

The Company shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the project by the Association of Owners or Competent Authority, as the case may be, upon the issuance of the completion certificate/ part thereof, completion certificate of the project, as the case may be. The cost of such maintenance has been included in the Total Price of the Said Suite for Residential/ Commercial / any other usage. However, If the Association of the Owners is not formed within 1 (one) year from the date of procuring the completion certificate, the Company will be entitled to collect from the Applicant(s) amount equal to the amount of maintenance disclosed as per the Maintenance Agreement + 10% in lieu of price escalation for the purpose of the maintenance for next 1 (one) year and so on. The Company will pay the balance amount available with it against the Maintenance Charges to the Association of Owners once it is formed.

In case, the Association of the Owners fails to take possession of the said essential services as envisaged in the Application or prevalent laws governing the same, then in such a case, the Company or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

20. The Company, on receipt of Total Price of the Said Shop/Suite(as specified under the definition of Total Price)shall execute a conveyance deed preferably within 3 (three)months of receiving the Completion Certificate and convey the title of the Said Shop/Suite for which possession is granted to the Applicant(s).

Provided that, the Said Shop/Suite is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rules. However, in case the Applicant(s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Applicant(s) authorizes the Company to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges; other ancillary charges are paid by the Applicant(s) to the Company.

After the Company executes the Application the Company shall not mortgage or create a charge on the Said Shop/Suite alongwith Parking Space(s) (if applicable) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s) who has taken or agreed to take the Said Shop/Suite alongwith Parking Space(s) (if applicable).

- 21. (a) The Applicant(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under the Application. Any refund, transfer of security, if provided in terms of the Application shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
 - (b) The Company accepts no responsibility in regard to matters specified in paragraph21 (a)of this Application. The Applicant(s) shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant(s) subsequent to the signing of the Application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Applicant(s) and such third party shall not have any right in the Application of the Said Shop/Suite applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Applicant(s) only.
- 22. The Applicant(s) agrees to inform the Company in writing any change in the mailing address mentioned in this Application, failing which, all letters by the Company shall be mailed to the address given in this Application and the same shall deemed to have been received by the Applicant(s). In case of joint Applicant(s), communication sent to the first named Applicant(s) in this Application shall be deemed to have been sent to all the Applicant(s).
- 23. The Applicant(s) shall be considered under a condition of Default, on the occurrence of the following events:
 - (i) In case the Applicant(s) fails to make payments for 2 (two) consecutive demands made by the Company as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Applicant(s) shall be liable to pay interest to the Company on the unpaid amount at the rate equal to marginal cost of lending rate on home loan of State Bank of India + 1% unless provided otherwise under the Rule No. 15 of the Rules. The Company must not be in default to take this benefit.;
 - (ii) In case default by Applicant(s) under the condition listed above continues for a period beyond 90 (ninety) days after notice from the Company in this regard, the Company may cancel the allotment of the Said Shop/Suite for Residential/Commercial

/ any other usage alongwith Parking Space(s) (if applicable) in favour of the Applicant(s) and refund the money paid to him by the Applicant(s) by forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of the Application and non-payment of any due payable to the Company). The rate of interest payable by the Applicant(s) to the Company shall be the State Bank of India highest marginal cost of lending rate plus 1(one) percent. The Company shall return 50% of the balance amount of money paid by the Applicant(s) Companywithin45 (forty-five) days of such cancellation and the remaining 50% of the balance amount on re-allotment of the Said Shop/Suite or at the end of 1 (one) year from the date of cancellation by the Applicant(s), whichever is earlier. The Company shall inform the previous Applicant(s) the date of re-allotment of the Said Shop/Suite and also display the same information on the official website of UPRERA on the date of re-allotment. On such default, the Application and any liability of the Company arising out of the same shall thereupon, stand terminated. Provided that the Company shall intimate the Applicant(s) about such termination at least 30 (thirty)days prior to such termination.

- 24. The Applicant(s) understands that the final allotment of the Said Shop/Suite is entirely at the discretion of the Company.
- 25. That it is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the conveyance deed shall supersede the terms and conditions as set out in this Application.
- 26. The Applicant(s) understands that this Application is purely on tentative basis and the Company may decide not to allot any or all the shops/suites in the Said Building/Said Complex or altogether decide to put at abeyance the project itself due to Force Majeure, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the Booking Amount being received by the Company with this Application from the Applicant(s).
- 27. The Applicant(s) agrees and understands that terms and conditions of this Application and those of the Application may be modified/amended in accordance with any directions/order which may be passed by any Competent Authority(ies), court of law, tribunal, or Commission in compliance with applicable laws and such amendment shall be binding on the Applicant(s) and the Company.
- 28. All or any disputes arising out or touching upon or in relation to the terms and conditions of the 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 RERA Act and Rules.

The Applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

(SIGNATURE OF THE APPLICANT(S)	
Place:	

Date:

ANNEXURE I <u>List of Approvals / Sanctions</u> MyPad, City Centre, Vibhuti Khand , Lucknow

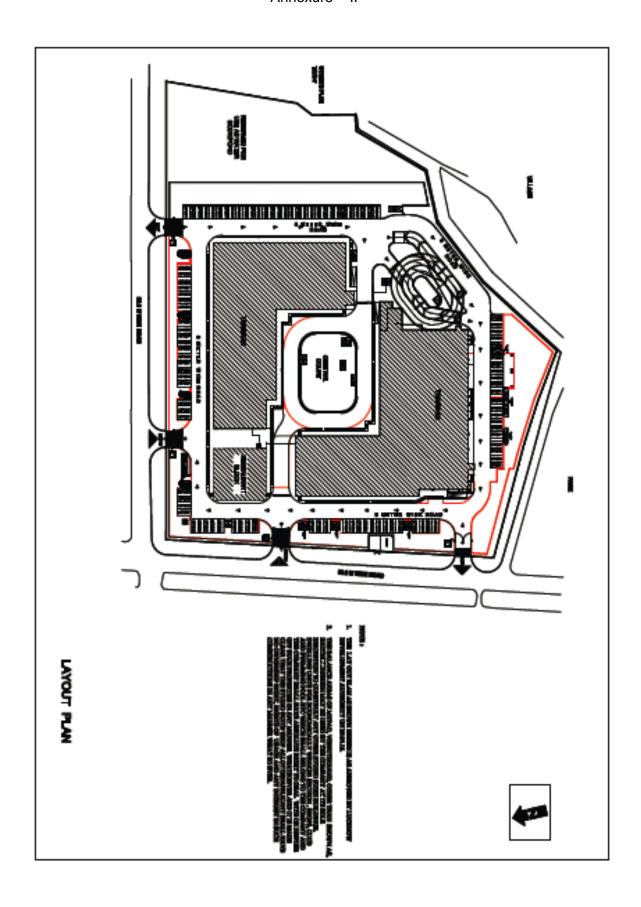
- 1. Permit to Build by LDA Vide Permit No. 34566 Sanction Vide order dated 14/02/2013
- Layout & building Plans approval by LDA Vide Letter No. 58/EE-ZONE-1/12/-13, dated
 15/03/2013
- 3. NOC from Fire department Vide Letter no. FS-1076/2013(01), dated 25/2/2013
- Environment Clearance from State Level Environment Impact Assessment Authority
 Vide Order No. 402/SEAC/278/2009, dated 12/3/2009 (Revision submitted)
- Consent to establish from Pollution Control Board Vide Letter no. F56724/C-5/NOC-415/09/11, dated 11/11/2009 (Revised Layout to be submitted with Revised Environment Clearance)
- 6. NOC from Traffic department Vide Letter no . ST/SPT-NOC/09, dated 10/9/2009
- NOC from Electrical distribution department for Map sanction Vide Letter no .
 3564/V.N.V.KHA (Gomti Nagar), dated 09/09/2009
- NOC from Electrical safety department Vide Letter no. 2563-II/V.Shu.Ni/Lko.Zone/NIRI
 , dated 25/08/2009
- NOC from AAI (59.25mtrs) for Height clearance vide letter no. AAI/NOC/2008/443/403-405, dated 15/4/2009
- 10. Sale deed Drosia & DLF, dated 05/10/2007

- 11. Mutation (Lucknow development Authority) serial no 1291, dated 17/11/07
- 12. Permit to Build by LDA Vide Permit Revised Layout/Permit No. 39783-29/04/16, dated 29/04/16
- 13. Mix Use Project As per Sale deed
- 14. NOC from CGWA vide letter no 21-4(516)/NR/CGWA/2013-1227, dated 07/08/2014
- 15. 4.5 MVA Load sanctioned letter no 3590, dated 14/09/2017
- 16. Tree cutting Approval letter no 9178/22-3, dated 01/05/2017
- 17. NOC Fire department letter no 31/SF-2016, dated 31/07/2017
- 18. Fire Completion Certificate Tower B2

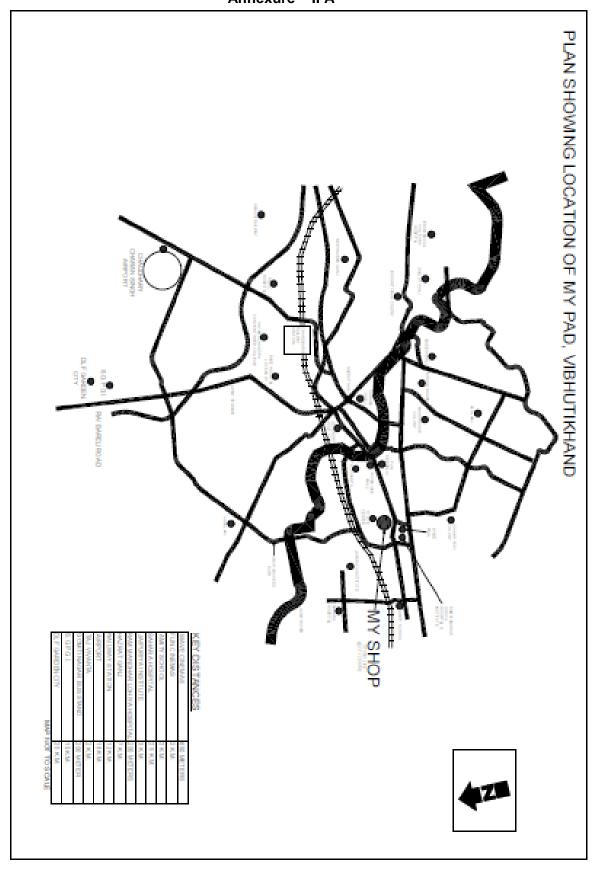
dated 20/08/2018

- 19. Occupancy Certificate (OC) from Lucknow Development Authority, letter no 444/EE-1/Zone -1
- 20. Revised Environment Clearance (EC) from Ministry of Environment, Forest and Climate Change,

Jor Bagh, New Delhi – 3, Letter no – F No 21-281/2017-1A-111, dated 06/09/2018



Annexure – II A



Annexure - III

PAYMENT PLAN - MYPAD and MYSHOP DOWN PAYMENT PLAN 1 On Booking 10 / 5.00 Lacs (MySHOP/MyPAD) 2 Within 3 months from the date of booking or Registration of Agreement 90% of Total Price* (Less booking Amount) (whichever is later) (Less Down Payment rebate @ 5%) 3 On Offer of Possession 10% of Total Price* **INSTALLMENT PAYMENT PLAN** 10 / 5.00 Lacs (MySHOP/MyPAD) 1 On Booking 2 Within 2 months from the date of booking or Registration of Agreement 20% of Total Price* (Less booking Amount) (whichever is later) Within 4 months from the date of booking 20% of Total Price* 15% of Total Price* Within 6 months from the date of booking 5 Within 8 months from the date of booking 15% of Total Price* Within 10 months from the date of booking 15% of Total Price* 7 Within 12 months from the date of booking/On offer of possession 15% of Total Price* (whichever is later) * Total Price = Basic Sale Price + Prefential Location Charges + Covered Parking +Club Charges + Taxes, if any Notes:

1) In addition to above, Interest Free Maintenance Security payable to Resident Welfare Association.

Annexure - IV

LIST OF COMMON AREAS & FACILITIES

PART A:

List of tentative common areas and facilities for use of Allottee within the Said Building.

- i. Atrium and lobby at ground Floor.
- ii. Staircases and mumties.
- iii. Lifts and lift shafts.
- iv. Escalators.
- v. Lifts lobbies including lighting and firefighting equipment's thereof.
- vi. Common passages, corridors including lighting and firefighting equipments thereof.
- vii. Lift machine rooms.
- viii. Overhead water tanks on terrace
- ix. Electrical / Plumbing / Fire shafts and D.G. shafts.
- x. Common toilet.
- xi. Fire control room.
- xii. Maintenance / services areas.
- xiii. 4 Nos. of Guard room on the site area
- xiv Rain Water Harvesting pits
- xiv. Meter Room
- xv. Service Ledges
- xvi. Common walls forming part of the structure
- xvii. Club and Swimming Pool within Tower B2

PART B:

List of general common areas and facilities located in basements for use of all Allottee in my PAD (Plan attached to this Annexure).

- i. Underground domestic & fire water tanks and pump room
- ii. Transformers and HT Panel room.
- iii. Fan rooms
- iv. Fire escape staircases.
- v. Circulation areas.
- vi. DG Room
- vii. Sewage Treatment Plant
- viii. HVAC room
- ix. Electrical Panel Room

PART C:

List of general common areas and facilities within the Said Portion of Land for use of all Allottee in the Said Building (Plan attached to this Annexure).

- i. Lawns & landscaped areas, including lighting & services etc.
- ii. Roads & driveways, including lighting & services etc.
- iii. Fire hydrants & fire brigade inlet etc.

That save and except the common areas and facilities in Part A, Part B & Part C, as above, exclusive use of covered parking space as described in Part D of this Annexure and the undivided pro-rata share in the land underneath the Said Building. It is specifically made clear by the Company and agreed by the Allottee that he/they shall have no right, no title, no interest in any other land(s), areas facilities and amenities within Said Complex as these are specifically excluded from the scope of this Allotment Letter and the Allottee agree(s) and confirm(s) that the ownership of such lands, areas, facilities and amenities shall vest solely with the Company, its associates and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc.

PART D:

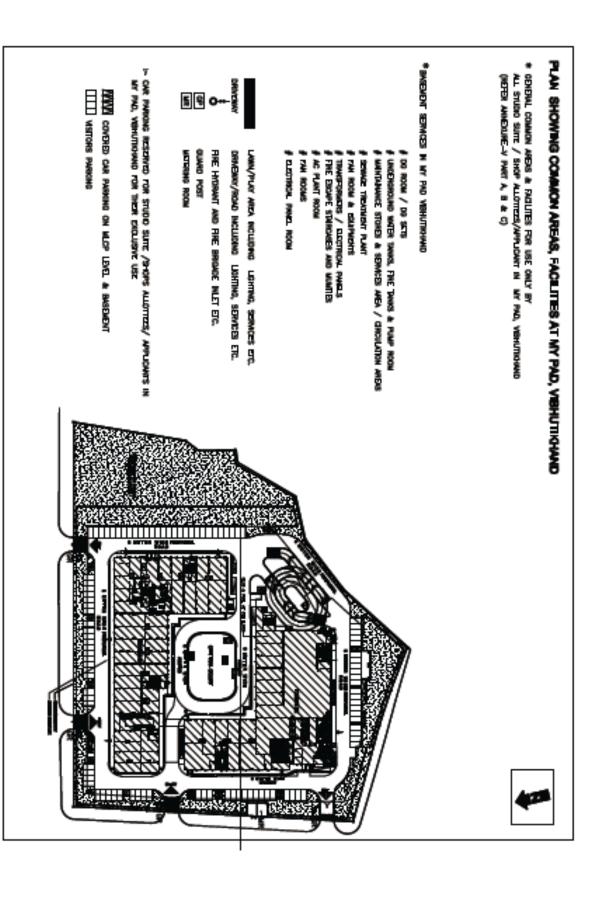
Reserved Car Parking Space(s) within Said Complex individually allotted for Allottee for exclusive use and excluded from the computation of Super Area of the Said Studio Suite / Shop (Car parking plan(s) attached in Annexure).

- i. Covered car parking spaces on MLCP in Tower B2.
- ii. Covered car parking spaces in basements of towers.

PART E:

It is specifically made clear by the Company and agreed by the Allottee that this Allotment Letter is limited and confined in its scope only to the Said Studio Suite / Shop, areas, amenities and facilities as described in Part-A, Part-B, Part-C and Part D of this Annexure, the land underneath the Said Building. It is understood and confirmed by the Allottee that all other land(s), areas, facilities and amenities outside the periphery / boundary of Said Portion of Land in My Pad, Vibhutikhand are specifically excluded from the scope of this Allotment Letter and the Allottee agree(s) that he/they shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Allotment Letter and have not been taken in the computation of Area for calculating the Sale Price and therefore, the Allottee has/have not paid any money in respect of such other lands, areas, facilities, and amenities. The Allottee agree(s) and confirm(s) that the ownership of such other lands, areas, facilities and amenities, shall vest solely with the Company, its associate companies, its subsidiary companies and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

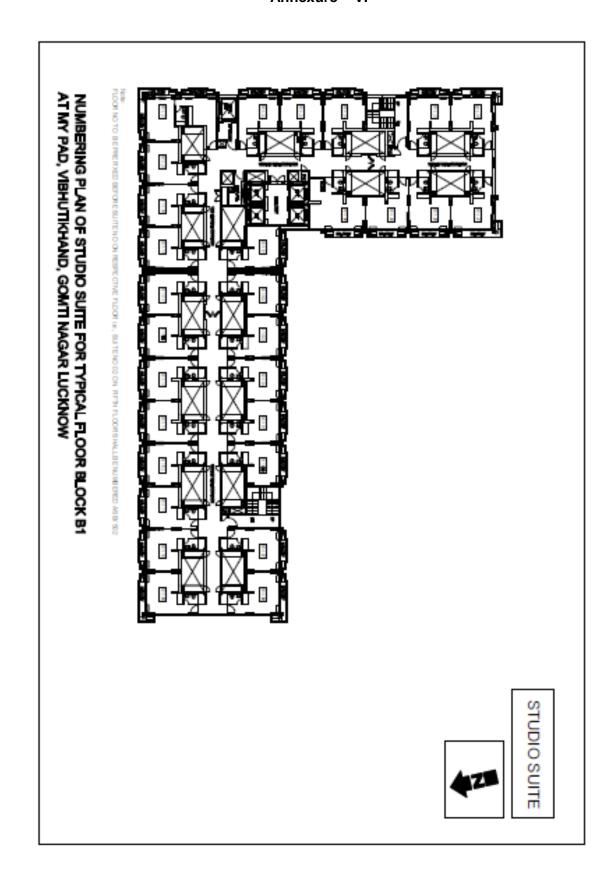
1. All Areas, Building, premises, structures falling outside the periphery / boundary of the said plot of land.

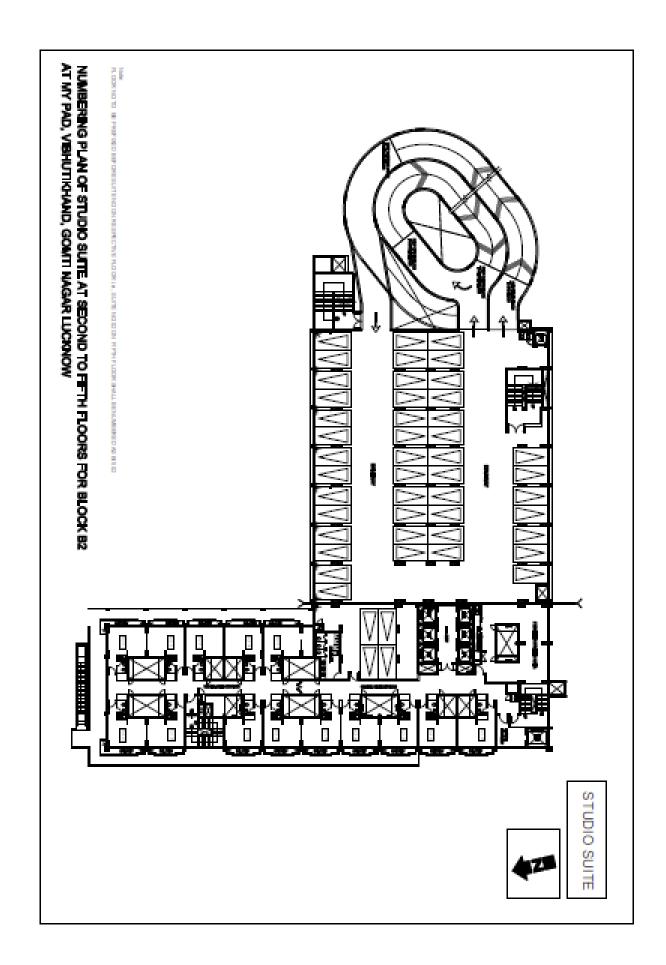


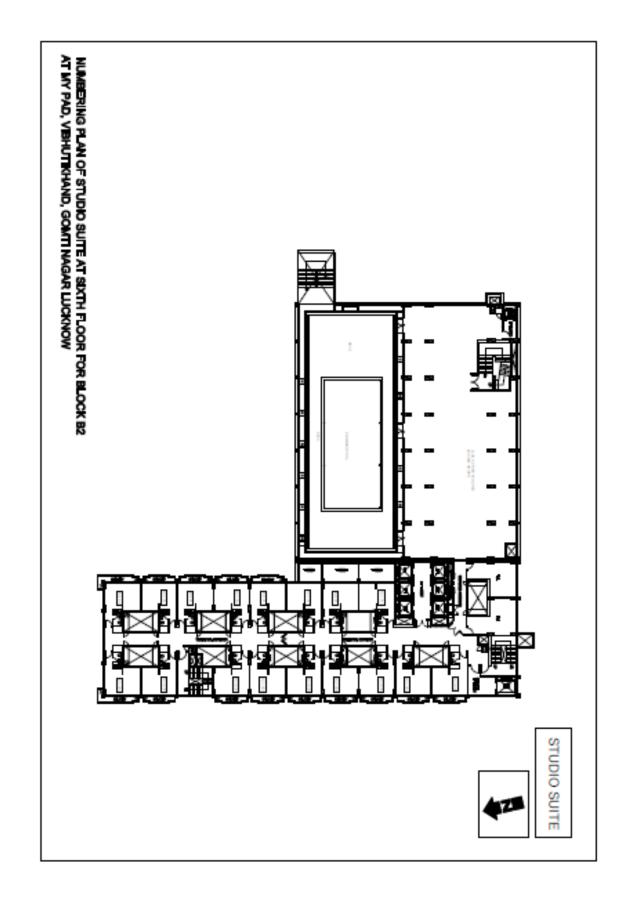
Annexure – V

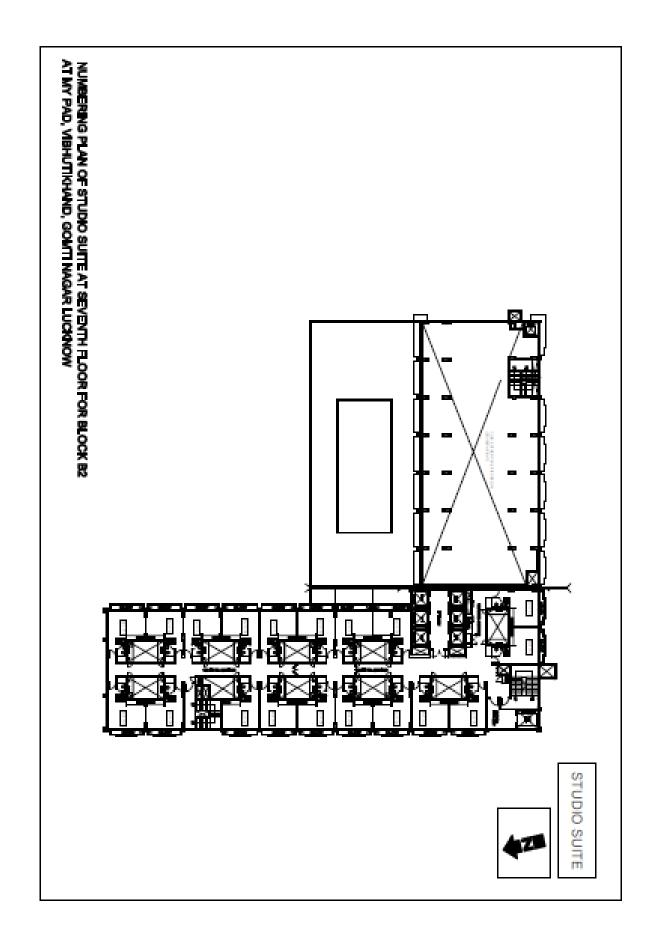
MY DAD VIDUUTIVUAND, EDECIFICATIONS						
MY PAD, VIBHUTIKHAND - SPECIFICATIONS						
S.no Area		Location	SPECIFICATION			
STUDIO SUITE						
		Flooring	Laminated Wooden Flooring			
1	ROOM	Walls	Plastic Emulsion Paint			
		Ceiling	OBD			
		Flooring	Antiskid Ceramic Tiles			
		Walls	Ceramic Tile 2100mm upto height, Plastic			
2	TOILET		Emulsion Above			
_		Ceiling	OBD			
		Fixture / Fitting	Single Lever CP Fittings			
			Branded Chinaware			
		Counter	Granite			
3	KITCHENETTE	Wall above Counter	Ceramic Tiles upto 600 mm , plastic Emulsion above			
		Sink	Single Bowl SS Sink			
4	WINDOWS	Windows	Aluminium Windows			
4	DOORS	Windows	Recon Veneered and Melamine Polished			
5	DOORS	Main Door	Flush Door			
		Toilet Door	Flush Doors with Paint			
6	HARDWARE		SS Finish			
		Flooring	Vitrified tile			
7	LIFT LOBBY	Walls	Plastic Emulsion Paint			
		Ceiling	False Ceiling with OBD paint.			
		Flooring	Vitrified tile			
8	CORRIDOR	Walls	Plastic Emulsion Paint			
		Ceiling	False Ceiling with OBD paint.			
		Flooring	Terrazo Tile			
a	STAIRCASE	Walls	OBD			
	JIAINCASE	Ceiling	OBD			
		Railing	Enamel Painted MS Railing			
		Flooring	Antiskid Ceramic Tiles			
10	BALCONY	Walls	Weather Shield Exterior Paint			
	DALCOOK!	Ceiling	Weather Shield Exterior Paint			
		Railing	Enamel Painted MS Railing			
11	AIR CONDITIONING		One Split AC and provision for other.			
12	EXTERIOR		Weather Shield Exterior Paint			

MY SHOP, VIBHUTIKHAND - SPECIFICATIONS					
S.no	Area	Location	SPECIFICATION		
	SHOPS				
	LOBBIES	Flooring	Granite		
1		Walls	Limited Dado same as floor , Plastic Emulsion above		
		Ceiling	False Ceiling with OBD paint.		
		Jambs & Soffits of Lift	Granite		
	INTERNAL	Flooring	Vitrified tile		
2	CORRIDORS	Walls	Plastic Emulsion		
	CORRIDORS	Ceiling	False Ceiling with OBD paint.		
	EXTERNAL CORRIDOR	Flooring	Vitrified tile		
3		Walls	Whether Shield External Paint		
3		Ceiling	Water proof False Ceiling with OBD paint.		
		Railing	MS Railing		
	SHOPS	Flooring	IPS		
4		Walls	White Wash		
		Ceiling	White Wash		
	PUBLIC TOILETS	Flooring	Antiskid Ceramic Tiles		
		Walls	Ceramic Tile upto 2100mm height,		
5			Plastic Emulsion above		
		Ceiling	Plain False Ceiling		
		Counter	Granite		
		Fixtures	Branded Chinaware		
6	AIR CONDITIONING		Provision For Chilled Water In Every Shop		
7	EXTERIOR		Weather Shield Exterior Paint		



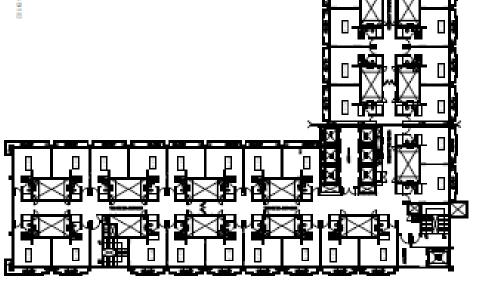






NUMBERING PLAN OF STUDIO SUITE FOR TYPICAL FLOOR BLOCK B2 AT MY PAD, VIBHUTTICHAND, GOMTI NAGAR LUCKNOW

NAME OF THE REPORT OF THE PROPERTY OF THE PROP



STUDIO SUITE

