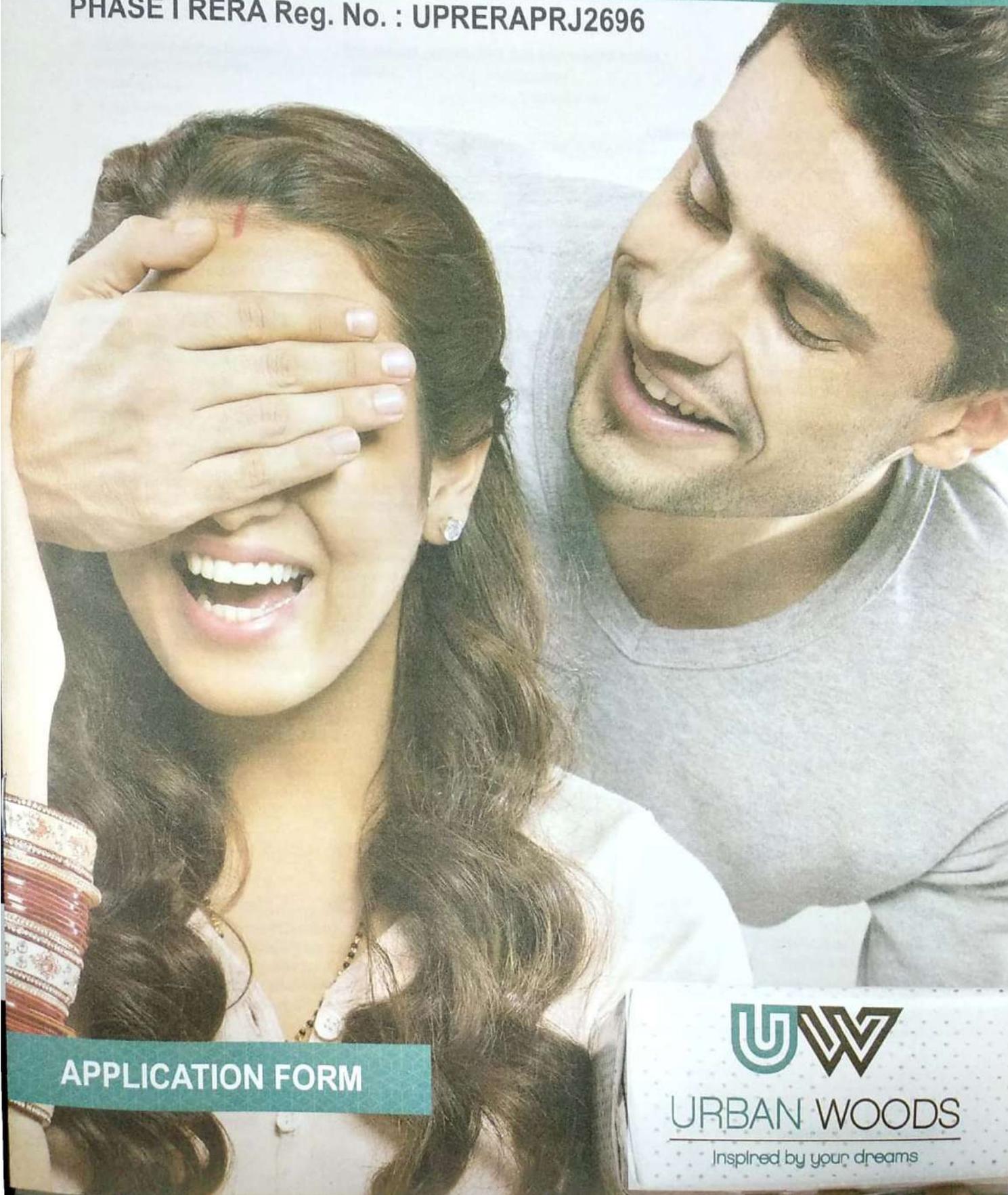


PHASE I RERA Reg. No. : UPRERAPRJ2696



APPLICATION FORM


URBAN WOODS
Inspired by your dreams

APPLICATION FORM FOR RESIDENTIAL APARTMENT

To,
M/s D. S. Infraheights Private Limited
405 - 406, Eldeco Corporate Tower,
Vibhuti Khand, Gomti Nagar, Lucknow -226010

Date _____

Dear Sir,

I/we, having examined the tentative plan of the **Residential Apartment** Project named as "**Urban Woods (Phase I)**" to be developed and constructed by **M/s D. S. INFRAHEIGHTS PRIVATE LIMITED**. (hereinafter referred to as the "**Company**") on land situated at **Sector-C, Pocket-7, Group Housing II, Sushant Golf City, Lucknow, Uttar Pradesh**.

I/we hereby agree to abide and Adhere by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company the Allotment Letter on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/we shall accept the specifications of the Residential Apartment and I/we shall pay the basic sale price, preferential location charges, additional cost/ charge and the applicable Stamp Duty, Tax etc. as and when demanded by the Company.

I/we remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft/Cheque No. _____ dated _____ drawn on _____ being booking amount for allotment of Residential Apartment.

I/we have clearly understood that this application does not constitute an Agreement to sell and I/we do not become entitled to the provisional and/or final allotment of Residential Apartment, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Allotment Letter. If, however, I/we withdraw/cancel this application or I/we fail to sign/ execute and return the Allotment Letter within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited without any kind of objection whatsoever. I/we further agree to pay the installments and additional charges timely as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company. My/Our particulars are given below: -

1. **First Applicant Mr./ Mrs./ Ms**

Son / Wife / Daughter of Mr.

Residential Address

Date of Birth Profession Designation

Nationality Marital Status No. of Children

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Office/ Business Address

Tel. Res. Off Mobile

Fax No. E-Mail ID

*Income Tax Permanent Account No./ Ward No.

Please paste
Photograph and
sign across the
same

2. **Second Applicant Mr./ Mrs./ Ms**

Son / Wife / Daughter of Mr.

Residential Address

Date of Birth Profession Designation

Nationality Marital Status No. of Children

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Office/ Business Address

Tel. Res. Off Mobile

Fax No. E-Mail ID

*Income Tax Permanent Account No./ Ward No.

Please paste
Photograph and
sign across the
same

(*PAN Card is to be attached mandatorily. Form to be filled in CAPTIAL letters only.)

Signature of 1st Applicant

Signature of 2nd Applicant

3. Details of Residential Apartment:

(i) Residential Apartment No. (ii) Floor..... (iii) Super Area..... sq. ft. (.....sq. mt.)
 (iv) Carpet Area.....sq. ft.(.....sq. mt.) (v) Balcony Area.....sq. ft.(.....sq. mt.)

4. Details of Pricing:

(A) BASIC COST OF THE UNIT	ASPER APPLICABLE PRICE LIST	REMARKS
Basic Sale Price (BSP)	₹. _____	₹. _____
(B) ADDITIONAL COST		
1 Club	₹. _____	₹. _____
2(a) Car Parking - Covered	₹. _____	₹. _____
(b) Car Parking - Open	₹. _____	₹. _____
3 Power Backup Installation Cost @ ₹. _____/- per KVA (Minimum 3KVA mandatory)	₹. _____	₹. _____
4 External Electrification Cost (EEC) and Fire Fighting Cost (FFC).	₹. _____	₹. _____
5 External Development Charge / Other Cost	₹. _____	₹. _____
(C) MAINTENANCE SECURITY		
Interest Free Maintenance Security (IFMS)	₹. _____	₹. _____
*TOTAL (A+B+C) : AMOUNT IN FIGURE	₹. _____	₹. _____
REMARKED AMOUNT IN WORDS		
Payment Plan Option	Interest Free Construction Linked Installment Plan <input type="checkbox"/>	Down Payment Plan <input type="checkbox"/> Flexi Payment Plan <input type="checkbox"/>
Mode of Booking	Direct <input type="checkbox"/>	Dealer <input type="checkbox"/>
If through Dealer	Name	Signature with Stamp

Declaration:

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or in any other particular / information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us.

 Name of the Applicant(s)

 Signature of the Applicant(s)

FOR OFFICE USE ONLY

CHECK LIST

- | | |
|---|--------------------------|
| 1. Whether the Application Form is completely filled-up with Photographs (Two Photographs)? | <input type="checkbox"/> |
| 2. Whether the Application Form is duly executed and signed in all pages by all Applicants? | <input type="checkbox"/> |
| 3. Whether the Cheque for booking amount is in proper name and duly signed & dated? | <input type="checkbox"/> |
| 4. Whether the self attested copy of the PAN Card of the Applicant(s) is/are received? | <input type="checkbox"/> |
| 5. Whether the self attested copy of Identity Proof is/are received? | <input type="checkbox"/> |
| 6. Whether the self attested copy of AADHAR Card is/are received? | <input type="checkbox"/> |

Remarks: _____

Booked by _____ Checked by _____ Approved by _____

BASIC TERMS AND CONDITIONS

1. I/we have applied for allotment of **Residential Apartment** in the Project named as "**UrbanWoods (Phase - I)**" ("**said Project**") to be developed and constructed within the Residential Township to be developed and constructed by **M/s D.S.Infraheights Pvt. Ltd.** (hereinafter referred to as the **Company**) on land situated at **Sector-C, Pocket-7, Group Housing II, Sushant Golf City, Uttar Pradesh.**
2. Before applying for allotment of Residential Apartment, I/we have thoroughly read and verified the terms / conditions of Provisional Allotment and price of the said Residential apartment with other Developers in the vicinity and have fully satisfied myself / ourselves about the terms, conditions, price of the said Residential Apartment and nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per prevailing byelaws/guidelines of the Lucknow Development Authority, Lucknow and/or any other authority and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Lucknow Development Authority, Lucknow and/or other Authorities in this regard to the Company.
3. The allotment of the Residential Apartment is entirely at the sole discretion of the Company. The allotment of the said Residential Apartment shall be provisional and shall be deemed to be issued on the issuance of Letter of Allotment or on signing of Buyer's Agreement on the Company's standard format which has been read and understood by me/us.
4. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Residential Apartment (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said Residential Apartment
5. I/we have examined the tentative plans, designs and specifications of the Residential Apartment and have agreed that the Company may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Apartment.
6.
 - a) The Basic Sale Price (here in after referred to as BSP) of the Allotted Unit The Allottee(s) hereby agrees to pay to the Company in timely manner the Basic Sale Price, Additional Cost, Preferential location charges (PLC), etc. as per the payment plan opted by the Allottee(s), which is the essence of this allotment. In addition to the above, the Allottee(s) specifically agrees to pay promptly to the Company, the applicable Goods and Services Tax (GST) levied/ to be levied by the Government on services undertaken/ to be undertaken by the Company while constructing or developing the said Unit / Project. The Allottee(s) further agrees to pay directly or if paid by the Company then reimburse to the Company on demand any Govt. levies, Property Taxes, other charges etc. leviable in future on the said Land and/or Project developed/ constructed on the said Land or the said Unit, as the case may be, as assessable/applicable in respect of the said Unit to the Allottee(s) and the same shall be borne and paid by the Allottee(s) in proportion to the area of the said Unit to the area of all the Units in the said Project as determined by the Company. If such charges/cost are increased (including with retrospective effect) after the sale deed has been executed then such charges/cost shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/ lien on the said Unit for recovery of such charges/cost from the Allottee(s).
 - b) The Basic Sale Price of the said unit is fixed however it may be increased due to any exorbitant increase in the cost of construction material, increase in super area, increase in height, etc. Beside this, the Allottee(s) also agrees to pay External Development Charges, Infrastructural Development Charges, Government rates, Goods & Services Tax (GST) and/ or any other cost/ charges which may be levied or imposed by the Government/ statutory authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/ Project requiring the Company to provide pollution control devices, effluent treatment plant etc. which are not part of system proposed by Company, in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee(s) in proportion to the super area of his Unit to the total super area of all the Units in the said Project as and when demanded by the Company.
 - c) It is clarified by the Company and agreed by the Allottee(s) that the basic selling price of the said Unit does not include the cost towards external electrification, power backup connection, Club, interest free maintenance Security, fire-fighting equipment water connection, sewerage connection, malba etc. and the cost/ charges towards the same shall be payable by the Allottee(s) as and when demanded by the Company.
7. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 15 % of sale consideration of the Residential Apartment shall collectively constitute the earnest money.

Signature of 1st Applicant

Signature of 2nd Applicant

8. (i) I/we understand and agree that timely payment of installments of basic cost and allied/ additional cost; Govt. levy etc. pertaining to the said Residential Apartment is the essence of the terms of the booking/ allotment. If I/we fail/ default in making payment of due amount within stipulated time then the Company shall have rights mentioned herein below:
- (a) To keep on abeyance/ suspension of the booking or cancel the allotment of the said Residential Apartment
 - (b) To forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments
 - (c) To re-allocate the provisional allotment of the said Residential Apartment which includes change in area and location of the said Apartment .
- (ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Residential Apartment is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
- (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Residential Apartment, then the price towards increase/decrease of re-allotted Residential Apartment shall be dealt (paid/adjusted) in a manner detailed in this Application Form.
- (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basic Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/ additional cost, then I/we hereby authorize the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 12% p.a. for delay from the due date of payment.
9. I/we further agree that in case of Down Payment Plan, if I/we fail to pay the installments in the promised time frame, then the Down Payment Plan shall be automatically considered as interest free time linked installment plan. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 8 and shall have right to withdraw rebates or any other discounts provided in the Down Payment Plan of the said Residential Apartment .
10. I/we agree to make all payments within time in terms of schedule of payments as mentioned and / or as may be demanded by the Company from time to time without any reminders from the Company through Demand Drafts / Cheques drawn upon Scheduled Banks in favour of "M/s D. S. Infraheights Pvt. Ltd." payable at par. I/we further agree that in case I/we make any payment towards the said Residential Apartment from any Third Party Account, then I/we shall ensure that there would be no claim by such Third Party in the said Residential Apartment. against the payment made from Third Party Account and I/we further agree that the Company shall not be liable or responsible for any inter-se transaction between such Third Party and me/us in any manner whatsoever.
11. Assignment of allotment of the Residential Apartment by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Residential Apartment shall be reckoned with effect from the date of assignment of allotment right in the said Residential Apartment s in favour of my/ our Assignee(s).
12. All statutory charges, Goods & Services Tax (GST) and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that G.S.T. (If applicable) shall be payable in accordance with opted payment plan for payment of sale consideration of the said Residential Apartment. If I/we fail to disburse the installment along with applicable G.S.T. of the sale consideration of the said Residential Apartment in timely manner, in such eventuality, the unpaid G.S.T. shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments along with due G.S.T. along with interest calculated @ 12% per annum (or, as applicable).
13. I/we hereby agree to pay to the Company Interest Free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Buyer(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. I/we hereby agree to pay the maintenance charges along with Goods & Services Tax (GST) to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the Residential Apartment is physically occupied by me/us or not. Further, in order to smooth function and mechanism of payment of monthly Maintenance Charges, the Buyer(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Residential Apartment and further I/we hereby agree and authorize the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with Goods & Services Tax (GST) payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and I/we hereby agree that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, I/we hereby agree to pay maintenance charges in respect of the said Residential Apartment regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, I/we hereby agree to pay maintenance charges along-with interest at the rate of 12% per annum. Further non-payment of maintenance charges shall also disentitle me/us to the enjoyment of common services including electricity, water etc.

Signature of 1st Applicant

Signature of 2nd Applicant

14. In case at any time the Company hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Buyer(s) to such RWA/ Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s) on account of the same.
15. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/ or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.
16. The Company shall have the first lien and charge on the said Residential Apartment for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Residential Apartment may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Residential Apartment and I/we hereby agree to pay the sale consideration of the aforesaid Residential Apartment according to opted Payment Plan, irrespective of availability or non availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
17. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
18. The Company shall endeavor to give possession of the Residential Apartment to the applicant as early as possible, subject to force majeure circumstances and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by me/us.
19. I/we shall before taking possession of the Residential Apartment must clear all the dues towards the Residential Apartment and have the Conveyance Deed for the said Residential Apartment executed in my/our favour by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
20. I/we shall use/ cause to be used the said Residential Apartment for designated purpose only not otherwise. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Residential Apartment and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting therefrom.
21. I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution.
22. Detailed terms and conditions shall form part of the Allotment Letter/Buyer's Agreement which the applicant shall execute as and when required by the Company without any objection.
23. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be my/our responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in my/our address and e-mail ID, 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.
24. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter/Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and conditions of the Allotment Letter/Buyer's Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Buyer's Agreement in this regard.
25. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
26. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

Signature of 1st Applicant

Signature of 2nd Applicant

28. The allottee(s) agrees that the cost of the Unit is based on the cost of construction rates, as are applicable on the date of booking as per cost indexes of CPWD. The allottee(s) further agrees that, due to abnormal market variation in the cost of construction, labour and raw materials, the actual cost of the unit may experience some escalation; and may thus vary. In case the cost of the unit upon completion of the project escalates by more than 5%, on account of variances in cost the of construction, then such difference in the cost of the Unit shall be charged from the Allottee as per the calculation, which will be based on the cost indexes of CPWD on the day of booking viz a viz cost of indexes of CPWD at the time of completion/delivery of the project.
29. As per RERA guidelines and our registration, the completion of our project is 30.12.2021
30. As per RERA guidelines KYC of customer should be complete at the time of the application. AADHAR card is mandatory.
31. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Unit) 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 process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow. Subject to Arbitration as referred above, the Courts at Lucknow shall have jurisdiction in case of any dispute.

DECLARATION:

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any unit in relation to the said Residential Apartment. If any other Persons has signed this Application Form on my/ our behalf, then he shall be presumed to be duly authorized by me/us through proper Authorization/Power of Attorney/Resolution etc.

Name of the Applicant(s)

Signature of the Applicant(s)

NOTE: The afore-stated Additional Discount or timely payment discount on Installment Payment Plan on the Basic Sale Price has been offered to me/us in lieu of my/our consensus to make timely payment of installments and other allied cost. In case of my/our failure to make timely payment of installments, I/we hereby authorize the Company to withdraw such forfeit, rebate/ discount/ concession etc. and demand the payment of such discount amount as a part of sale consideration amount, which I/we hereby agree to pay immediately on demand by the Company.

Signature of 1st Applicant

Signature of 2nd Applicant

**TULSIANI CONSTRUCTIONS
& DEVELOPERS PVT. LTD.**
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CORPORATE OFFICE

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SITE ADDRESS

Sector - C, Pocket - 7, Group Housing II, Sushant Golf City, Lucknow