

## APPLICATION FORM

To,

**Omni Farms Private Limited**

201-212, 2<sup>nd</sup> Floor, Splendor Forum,  
Jasola District Centre,  
New Delhi-110025

Dear Sir,

I/We, the said "Applicant/s" say and declare as follows that:

- 1) The Applicant/s is aware that Omni Farms Private Limited (hereinafter referred as ' **Promoter** ') has acquired a piece of group housing Plot No. 9D/GH-1, Sector 9 admeasuring 44609.67 square meters (herein " **Said Plot** ") in VrindavanYojna, Raibareilly Road, Lucknow through an open auction in Vrindavan Housing Scheme sponsored by Uttar Pradesh Avs-Vikas Parishad (hereinafter referred to as "Avs-Vikas Parishad") for the development of a group housing hereon.
- 2) The Said Plot is owned by the Promoter vide Sale Deed dated April 01, 2016 registered at the office of the Sub-Registrar (IV) Lucknow in Book No - 1, having registration Number 6262, Jild No. 20576 at pages 30 to 324 on April 02, 2016.
- 3) The Said Plot is being developed under the name and style of " **Eldeco Saubhagyam** " (herein ' **Complex** ') in the planned and phased manner as per the approved lay out plan & building Plan which inter- alia includes 11 number of Towers consisting total \_units, convenient shopping, Club, parks, utilities and other common areas and facilities therein more particularly delineated and depicted in **Schedule A**.
- 4) The Promoter has already developed a major portion of the Complex comprising of 10 towers, comprising of 919 residential Units, Eldeco Saubhagyam Arcade consisting of 20 commercial units and 'Club Saubhagyam' (Club) forming part and parcel of Said Plot.  
The Promoter in the last and final phase of the Complex is developing Tower 5 under the name and style of ' **Eldeco Select** ' (hereinafter ' **Project** ') on the land admeasuring 2236 sqmtrs, ( herein " **Project Land** ") forming part and parcel of Said Plot, consisting 44 residential Apartments more particularly demarcated in the plan annexed hereto in **Schedule B**.
- 5) It is clarified that the Project is an independent, self- contained Project but all phases of the Complex are integral and indivisible part of the Complex as such their services and facilities viz road network, water supply, drainage, sewer , electricity supply systems etc. are inter linked with each other.
- 6) The Promoter intends to develop the Project by optimum utilization of the floor area ratio (F.A.R) in accordance with the Applicable Laws, as part of the Complex.
- 7) The Promoter has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration on 10/12/2019 vide registration bearing no. UPRERAPRJ871451.
- 8) The Applicant/s vide this application (" **Application** ") hereby applies for booking of a residential Apartment in the Project as detailed in **Schedule C** along with covered parking, if any, as permissible under the applicable law and of pro rata share in the common areas of the Complex (" **Common Areas** ") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and as may be declared in deed of declaration submitted before the concerned authority (hereinafter referred to as " **Apartment** ") whose floor plan is annexed hereto as **Schedule D**. The Total Price of the Apartment is as specified in **Schedule E** and the specifications of the Apartment are attached herewith as **Schedule F**.
- 9) The Promoter has given inspection to the Applicant/s and displayed at its offices all available approvals/permissions, including the approved layout plan and/ or building plan, the sanctioned plans, specifications applicable to the Apartment. The said Approvals are available at site and Head office of the Promoter.
- 10) The Promoter has informed the Applicant/s that it will be entitled to use the Common Areas of the Complex on such terms and conditions as may be stipulated by the Promoter or Maintenance Agency or Association, from time to time. It is clarified that the Applicant(s) of the commercial units/shops shall not be entitled to use Club situated in the Complex.
- 11) The Promoter is fully aware of all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Plot on which Project/Complex is to be developed have been completed.
- 12) The Applicant/s acknowledges that at the time of submitting and executing this booking application form by the Applicant/s to the Promoter, the Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule agreed between the parties and other payment related terms and conditions including but not limited to interest payable on delayed payments as mentioned in **Schedule C**. The detailed payment schedule and list of other charges is provided in **Schedule E**.
- 13) The Applicant/s have gone through all the terms and conditions set out in this Application in relation to the Apartment and Car Parking Space (if allocated) and understood the rights and obligations detailed herein.
- 14) The Applicant/s hereby confirms that he/she/they are signing this Application with full knowledge of all the laws rules and regulations notifications, etc. applicable to the Project/Complex.
- 15) The Applicant/s have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot the Apartment to the Applicant/s on the basis of such terms and conditions as contained herein.
- 16) By signing this Application form, the Applicant/s do hereby accept and agree to abide by the terms & conditions as stipulated herein and also in **Schedule G** (General terms & conditions).
- 17) The Applicant understands and agrees that he/she shall execute and register the Agreement to Sell in case of Apartment is allotted to him/her within \_\_\_\_ days from the date of intimation of allotment. In case the Applicant fail to execute and register the Agreement to Sell as above due to any reason whatsoever then he/she shall be solely responsible for any penalty, consequences thereof.
- 18) The Applicant/s confirms that they have chosen to invest in the Apartment after exploring all other options of similar properties available with other Promoters/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the Apartment is suitable for their requirement and therefore has voluntarily approached the Promoter for allotment of the Apartment in the Project.
- 19) The Applicant/s agrees and undertakes that he /she/they shall not hold the Promoter and/ or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant(s) nor make any claims/demands on the Promoter and/ or any of their sister concerns or affiliates with respect

thereto.

- 20) The Applicant/s hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/her/their knowledge and nothing relevant has been concealed or suppressed. The Applicant/s also undertakes to inform the Promoter of any future changes related to the information and details in this Application.
- 21) The Applicant has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

### DECLARATION

I/We have read through the Application Form and Indicative General Terms & Conditions (Schedule G) and declare to have complete understanding and acceptance of the same and I/we agree to be bound therewith. I/We have sought detailed explanations and clarifications from Promoter and the Promoter has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by Promoter, I/we have now signed this Application Form and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeiture of money as may be imposed upon me/us.

Yours faithfully,

(Signature of the Applicant)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Signature of the CoApplicant)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

### Note:

1. Kindly sign all pages.
2. Strike out wherever applicable
3. Please (✓) tick wherever applicable
4. Use additional Sheets, if necessary.
5. In case the cheque comprising booking amount is dishonoured due to any reason, the Company reserves the right to terminate the booking without giving any notice to the Applicant/s.
6. Person signing the application on behalf of other person/ firm/ body corporate shall file his/ her authorization / Notarized copy of Power of Attorney/ Certified copy of Board Resolution.

### FOR OFFICE USE ONLY

Mode of booking: Direct / Agent \_\_\_\_\_

Location booked: \_\_\_\_\_

Dealing executive: \_\_\_\_\_

Date of booking: \_\_\_\_\_

Checked / verified by: \_\_\_\_\_

FIRST APPLICANT			
1.	Name	:	
2.	Son of / Daughter of / Wife of	:	
3.	Date of Birth	:	
4.	Marital Status:	:	Single_____ Married_____
6.	Gender	:	Male_____ Female_____ Other_____
7.	Nationality	:	
8.	Occupation	:	
9.	IT PAN No (Mandatory)	:	
10.	Aadhar No.	:	
11.	Residential Status	:	Resident Indian_____ Non Resident Indian(NRI)_____ Person of Indian Origin(PIO)_____ Overseas Citizen of India(OCI)_____
12.	Phone	:	(Home) (Work) (Mobile (Any Other) )
13.	Email ID	:	_____@_____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14.	Correspondence Address	:	
15.	Permanent Address	:	Tick if same as Correspondence address

**In case of more than one joint applicant, please use extra the sheet enclosed herewith at the end of the docket.**

**Bank account details for refund [in case of non-allotment of the Apartment or any other reason] Name of account holder: \_\_\_\_\_**

**Bank account number: \_\_\_\_\_**

**Bank name: \_\_\_\_\_**

**Branch location: \_\_\_\_\_**

**City: \_\_\_\_\_**

**MICR Code: \_\_\_\_\_**

**IFSC Code: \_\_\_\_\_**

SECOND/JOINT APPLICANT			
1.	Name	:	
2.	Son of / Daughter of / Wife of	:	
3.	Date of Birth	:	
4.	Marital Status:	:	Single_____ Married_____
6.	Gender	:	Male_____ Female_____ Other_____
7.	Nationality	:	
8.	Occupation	:	
9.	IT PAN No (Mandatory)	:	
10.	Aadhar No.	:	
11.	Residential Status:	:	Resident Indian_____ Non Resident Indian(NRI)_____ Person of Indian Origin(PIO)_____ Overseas Citizen of India(OCI)_____
12.	Phone	:	(Home) (Work) (Mobile (Any Other) )
13.	Email ID	:	_____@_____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14.	Correspondence Address	:	
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**In case of more than one joint applicant, please use extra the sheet enclosed herewith at the end of the docket.**

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**Bank account number:** \_\_\_\_\_

**Bank name:** \_\_\_\_\_

**Branch location:** \_\_\_\_\_

**City:** \_\_\_\_\_

**MICR Code:** \_\_\_\_\_

**IFSC Code:** \_\_\_\_\_

Sr. no.	COMPANY AS AN APPLICANT	
1.	Name of Company Public/Private/Limited/Listed	:
2.	Date of Incorporation	:
3.	Correspondence Address	:
4.	Registered Address	:
		Tick if same as correspondence address
5.	Name of the authorised contact person	:
6.	Phone	:
	Fax	:
7.	Email	:
		_____@_____
		I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
8.	Promoter PAN Card (Mandatory)	:
9.	Corporate Identification Number (CIN)	:
10.	Director Identification Number (DIN)	:

The Applicant/s shall mean and include his/her/their/heirs, executors, administrators, successors and legal representatives. In case of joint Applicant/s all communications shall be sent by the Promoter to the Applicant whose name appears first and at the address as given in the Application Form which shall for all intents and purposes be considered as properly served on all the Applicant/s.

**In case of more than one joint applicant, please use extra the sheet enclosed herewith at the end of the docket.**

**Bank account details for refund [In case of non-allotment of the Apartment or any other reason] Name of account holder:** \_\_\_\_\_

**Bank account number:** \_\_\_\_\_

**Bank name:** \_\_\_\_\_

**Branch location:** \_\_\_\_\_

**City:** \_\_\_\_\_

**MICR Code:** \_\_\_\_\_

**IFSC Code:** \_\_\_\_\_



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**SCHEDULE B**

**APPROVED BUILDING PLAN OF THE PROJECT**





**SCHEDULE C**  
**DETAILS OF THE APARTMENT**

<b>Details of the said Apartment</b>	<b>Apartment No.</b>	
<b>Built Up area of the Apartment (In sq. mtr and sq. ft)</b>		
<b>RERA Carpet Area of the Apartment</b>		
<b>Exclusive Balcony / Verandah Area (In sq. mtr and sq. ft) [If Applicable]</b>		
<b>Exclusive Open Terrace Areas /Lawn area(In sq. mtr and sq. ft) [If applicable]</b>		
<b>Car Parking Spaces (if allocated)</b>	Location	Number
<b>Source of Booking</b>	<input type="checkbox"/> Direct <input type="checkbox"/> ChannelPartner Sub Source:	
<b>Real Estate Agent name (if applicable) and RERA Registration no.</b>	a) Name of Entity:- _____ b) Seal c) RERA Registration Number: _____	
<b>Date of offer of Possession</b>		
<b>Initial token amount /Application Money</b>		
<b>Details of payment of Initial token amount</b>		
<b>Payments to be made in favor of</b>	Bank Account Name: Bank Account No.:	Bank Name: IFSC code:
<b>Interest for delayed payments</b>	MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% per annum	
<b>Holding Charges of the Apartment</b>	@ Rs per sq ft. per month of Carpet Area, if applicable	
<b>Safeguarding Charges of the Apartment</b>	@ Rs per sq ft. per month of Carpet Area, if applicable	

\*Area measurement is approximate and subject to variation.

<sup>1</sup>"Carpet Area" means the net usable floor area of Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

<sup>2</sup>"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of Apartment, meant for the exclusive use of the Applicant/s.

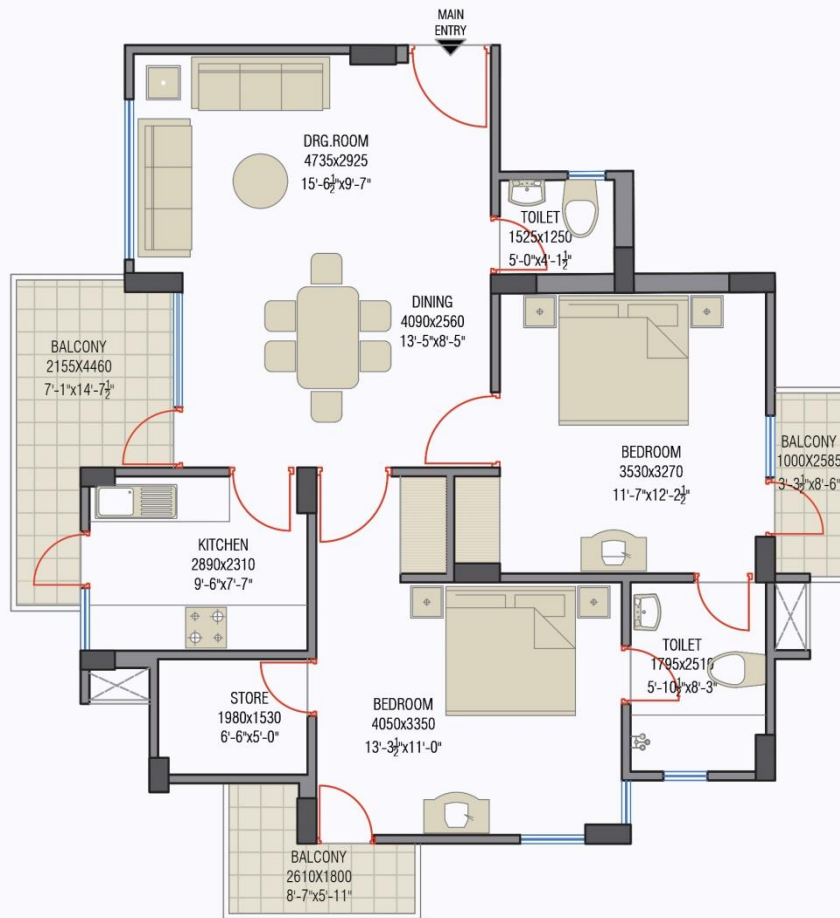
<sup>3</sup>"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the Apartment, meant for the exclusive use of the Applicant/s.

# The Promoter shall not be liable to the Applicant/s for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ ChannelPartner.

## TYPE-I : 2BDR+2T+STORE

## TYPICAL FLOOR PLAN

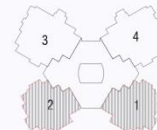
RERA CARPET AREA: 794 SQ.FT.  
BALCONY AREA: 136 SQ.FT.  
EXTERNAL WALL AREA: 68 SQ.FT.  
TOTAL AREA: 1298 SQ.FT.  
(inclusive of common area)



TOWER - T5 → G.F. - LVL.10

### DISCLAIMER

- 1 sq.ft.=0.093sq.mt., 10.764sq.ft.=1.196sq.yd and 3.28sq.ft.=1mt.
- All dimensions shown in feet/inches are close approximation to metric dimensions.
- RERA carpet area includes area between the inner face of the outer wall of the unit.
- Built-up area of the unit includes RERA carpet area, balcony area & external wall area.
- Internal dimensions may vary after finishing plaster/tiles etc.
- Some units may have different area including additional lawn/terrace area. Please check the area with marketing at the time of purchase.





## TYPE-II : 3BDR+3T+STORE

## TYPICAL FLOOR PLAN

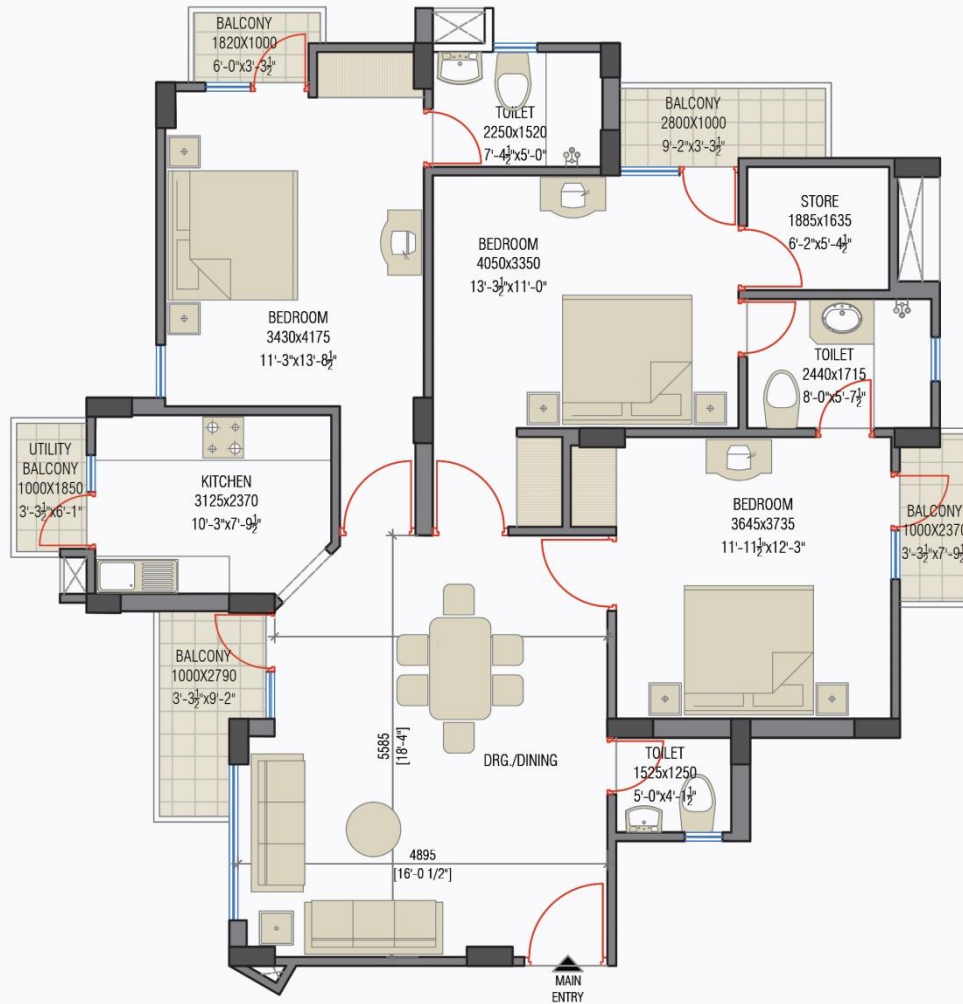
RERA CARPET AREA: 1036 SQ.FT.

BALCONY AREA: 128 SQ.FT.

EXTERNAL WALL AREA: 74 SQ.FT.

TOTAL AREA: 1608 SQ.FT.

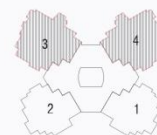
(inclusive of common area)



### DISCLAIMER

- 1 sq.ft.=0.093sq.mt., 10.764sq.ft.=1.196sq.yd and 3.28sq.ft.=1mt.
- All dimensions shown in feet/inches are close approximation to metric dimensions.
- RERA carpet area includes area between the inner face of the outer wall of the unit.
- Built-up area of the unit includes RERA carpet area, balcony area & external wall area.
- Internal dimensions may vary after finishing plaster/tiles etc.
- Some units may have different area including additional lawn/terrace area. Please check the area with marketing at the time of purchase.

TOWER - T5 → G.F. - LVL 10



**SCHEDULE E**  
**TOTAL PRICE AND PAYMENT SCHEDULE**

<b>Particulars</b>	<b>Amount (In Rs.)</b>
<b>Basic sale price of the Apartment</b>	
<b>Applicable taxes / GST</b>	
<b>Total Price</b>	

**Maintenance related charges / security / other charges to be paid before possession of the Apartment**

Interest Free Maintenance Security (IFMS) @ Rs.24.52/- per sq. ft. of Carpet Area of Apartment.

36 Months Advance Maintenance Charges @ approx. Rs.2.87 /- per sq. ft. /p.m. of Carpet Area of Apartment \*.

Please note that the above indicative maintenance charges has been derived on the basis of cost as on March, 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Apartment, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes.

In addition to above, Holding charges and safeguarding charges @ Rs. 10/- per sq ft. per month of Carpet Area of Apartment (if applicable) and @ Rs.3/- per sq ft. per month of Carpet Area of Apartment (if applicable) respectively.

Total Price of Apartment is inclusive of Club membership, pre-paid meter connection, 3 KW Power backup (2 BHK), 4 KW Power backup (3 BHK), 1 connection of Tata Sky and proportionate cost of Solar Water Heater, Intercom and Security Systems.

Private Lawns & Terraces if attached to an Apartment, then would be payable additionally @ Rs.1200/- per sqft and Rs.1000/- per sqft respectively. Please confirm with Marketing at the time of booking.

**Payment Schedule**

- ☐ Construction Linked Payment Plan  
☐ Down Payment Plan

<b>Payment Plan</b>			
<b>Construction Linked Payment Plan</b>		<b>Down Payment Plan</b>	
At the time of Booking	5%	At the time of Booking	5%
Within 30 days of Allotment	10%	Within 30 days of Allotment	10%
Within 60 days of Allotment	10%	Within 60 days of Allotment	80%
Within 90 days of Allotment	10%	Down Payment Discount	5%
Within 120 days of Allotment	10%		
Within 150 days of Allotment	10%		
Within 180 days of Allotment	10%		
Within 210 days of Allotment	10%		
On Commencement of Plaster & Plumbing	10%		
On Commencement of Flooring	10%		
On Offer of Possession	5%		

**NOTE:**

- In the event the Applicant approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% per annum from the date such amounts fall due till realization of payments by the Promoter.
- The Applicant shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation/smooth functioning of Association/ Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of Sale deed etc.
- In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Company for the execution and registration of the Agreement for Sale and Sale Deed of the Apartment to Applicant/s and Sale Deed of the Common Areas to Association, shall be payable by the Applicant.
- The Applicant shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Applicant failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
- The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/or otherwise, such shortfall shall be paid by the Applicant.
- The Total Price of Apartment does not include (i) property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the applicable laws or any amendments thereto pertaining or relating to the sale of Apartment (ii) cost of running, maintenance and operation of Common Area of Apartment and the common facilities; or (iii) for any rights over areas reserved/ restricted for any other Applicant/ right-holder at the Project/Complex; or (iv) for any rights over areas to be transferred by the Promoter to third parties as per applicable laws.

**SCHEDULE F**  
**SPECIFICATIONS**

S No	Location	Floor	Wall	Internal & External	Window	Ceiling	Others
1	Drawing Dining & Bedroom	Big size Full body Italian Tiles (600X1200 OR 800X800)	Tiles skirting & OBD	Hard wood frame with flush doors/skin moulded in high gloss paint finish.	Anodized aluminium (glazed) with security grills and wire mesh shutter	OBD & POP Cornices	Entrance Door- Hardwood frame with flush door (Teak wood) 8 feet- finished with 4mm polished teak veneer in design
2	Kitchen	Vitrified Tiles/ ceramic tiles	2' high ceramic dado above counter & rest OBD	- d O-	-d0-	OBD	Granite or equivalent working top. Modular kitchen- with sink, chimney & 4 burner gas hob fitted
3	Toilet	Anti-Skid designer Ceramic tiles	8' high wall tiles with highlighter & OBD	- d O-	-d0-	OBD	Good quality fittings & fixtures (jaquar or equivalent) with mirror, towel rod, soap dish etc.
4	Balcony	Anti-Skid designer Ceramic tiles	OBD /Exterior Cement Plant	-	-d0-	OBD	M.S. Railing as/ elevation
5	Corridors /Lobbies	Anti-skid tiles with stone	OBD	-	-d0-	OBD	Lift fascia & Lift lobby in Granite/Italian Marble
6	Main and fire staircase	Kota steps	OBD	-	-	OBD	M.S. Railing with polished/painted hand rail
7	Electrical	Copper electrical wiring throughout in concealed conduit with light point, power point, T.V. and phone sockets with MCB. Modular switches, without any fans & fixtures. Provision of A.C. units					
8	Door & Window Fitting	Anodized aluminium frame & window shutters with standard fittings.					
9	Facade	Permanent finish/Textured paint					
10	Structure	Earthquake resistant structure. Combination of RCC frames with brick filler wall.					
11	Special Feature	Triple height entrance lobby with flooring, dado and lift fascia in Italian/Granite combination.					

Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Promoter, shall not be held liable in any manner whatsoever, for the same

\*For technical reasons or unavailability, equivalent materials may be used in place of the materials specified above.

**SCHEDULE G**  
**GENERAL TERMS AND CONDITIONS**

**A. GENERAL TERMS AND CONDITIONS PERTAINING TO APPLICATION FORM:**

**1. ELIGIBILITY FOR APPLICATION**

- (i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian (if possible under applicable law), whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required to be eligible to apply). Joint application by natural persons are only permitted.
- (ii) Applicant/s is/are required to keep the Promoter promptly informed of any changes of his/her/their residence status in writing supported by necessary document. The Applicant/s have to provide his/her / their/its e-mail Id and contact number to the customer care team of the Promoter with reference of customer ID mentioned in the Application.
- (iii) The Applicant/s, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other statutory provisions as laid down and notified by the Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment/s for acquisitions of immovable property in India. In case of NRI, PIO and OCI, refunds if any, shall, be made in Indian Rupees and the necessary permissions shall be obtained by such NRI or PIO or OCI at their costs. In case any such permission is refused or subsequently found lacking by any statutory authority, the amount paid towards booking and further consideration will be returned without interest by the Promoter (excluding taxes), subject to deduction of Rs.10,000/- (Rupees Ten Thousand only) as an administrative charges, only if the cancellation is prior to the execution of the Agreement for Sale and Promoter will not be liable in any manner on such account.
- (iv) The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from the appropriate authorities for the purchase of the Apartment and the Promoter shall not be responsible for the same. The Applicant/s shall keep the Promoter informed about the status of the requisite permissions. The allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and taxes shall stand forfeited and further consideration will be returned by the Promoter as per rules without interest. Further, the allotment shall stand cancelled forthwith and the Promoter will not be liable in any manner on such account. The Applicant/s shall cease to have any right, title and / or interest in the Apartment.

**2. APPLICATION FOR ALLOTMENT**

- (i) The Applicant/s has/ have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of the Apartment in the Project to be developed by the Promoter.
- (ii) The term Applicant/s shall mean and include his/ her/ their/ heirs, executors, administrators, successors and legal representatives
- (iii) The Applicant/s hereby undertakes that he/she/it shall abide by all the laws, rules and regulations and terms and conditions of the concerned authorities and/or of the State Government, the Local Bodies and/or other authorities applicable to the Project/Complex.

**3. APPLICATION PROCEDURE**

- (i) The completed Application shall be duly signed by the Applicant/s and submitted together with the Cheque / Demand Draft/ Pay Order/authorized Electronic transfer in favour of such account as mentioned in the Application along with the amount of Application Money. The payment from NRI/PIO shall be received either by RTGS or NRE/NRI/NRO account cheque only.
- (ii) If any of the cheques submitted by the Applicant/s to the Promoter is dishonoured for any reasons, then the Promoter shall intimate the Applicant/s of the dishonour of the cheque and the Applicant/s would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the dishonour Charges of Rs. 5000/- (Rupees Five Thousand only)(for each dis-honour). In the event the said Demand Draft is not tendered within 7 (seven) days, then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Applicant/s comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.
- (iii) The allotment shall be done as per the procedure of the Promoter. The Applicant/s shall be referred to as "Applicant/(s)/Applicant" when the Apartment is allotted by the Promoter.

**4. WITHDRAWAL OF APPLICATION AND CANCELLATION**

- (i) If the Applicant/s wish to withdraw his/her/their Application prior to the allotment of the Apartment or within 15 days of the date of Application, whichever is earlier, then the Promoter shall refund the Application Money without any interest within 45 (forty five) days of rebooking of the Apartment, subject to the terms mentioned herein. Taxes, cess, levies, charges etc. paid on such Application Money shall not be refunded to the Applicant/s.

- (ii) If the Applicant/s after allotment of the Apartment, at any time, requests for cancellation of the allotment of the Apartment, such cancellation shall be subject to forfeiture of the amount/s mentioned hereinafter / Agreement to Sale and refund of the balance amount, if any, shall be on the terms and conditions and within such period as mentioned hereinafter/ Agreement to Sale.

**B. GENERAL TERMS AND CONDITIONS PERTAINING TO AGREEMENT FOR SALE ("Agreement"):**

**5. DEFINITIONS**

Defined Term	Definition
Act	means Real Estate (Regulation and Development) Act, 2016 (16 Of 2016).
Authority	means Uttar Pradesh Real Estate Regulatory Authority.
Government	shall mean the Government of Uttar Pradesh or any relevant Government.
Non-Refundable Amount	(a) shall mean shall collectively mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on the Agreement, if Agreement is registered and (v) subvention cost (if the Applicant has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank (vi) administrative charges as per Promoter policy; (vii) any other taxes, charges and fees payable by the Promoter to the government authorities.
Regulations	shall mean means the Regulations made under the Real Estate (Regulation and Development) Act, 2016
Rules	shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017 for the State of Uttar Pradesh
Section	shall mean section of the Act.

**6. TERMS:**

**6.1** The Total Price for the Apartment is mentioned in **Schedule E**.

**Explanation:**

- (i) The Total Price includes the booking amount paid by the Applicant to the Promoter towards the Apartment;
- (ii) The Total Price includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the development of the Project payable by the Promoter, by whatever name called) up to the date of offer of possession/handing over the possession of Apartment to the Applicant and the Project/Complex to the association of Applicants or the competent authority, as the case may be, after obtaining the completion certificate:  
Provided that in case there is any change/modification in the Taxes, the subsequent amount payable by the Applicant to the Promoter shall be increased/ reduced based on such change/modification:  
Provided further that if there is any increase in the Taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Applicant;
- (iii) The Promoter shall intimate in writing to the Applicant, the amount payable as stated in (i) & (ii) above and the Applicant shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Applicant the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (iv) The Total Price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment as per Agreement.
- (6.2) The Total Price is escalation-free, save and except the increases which the Applicant agrees to pay, due to increase on account of development fee/taxes/cess/leviables/any future charges payable to the competent authority and/ or any other increase in fee/charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Applicant for increase in development fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation/justification to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments.  
Provided that if there is any new imposition or increase of any development fee /charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Applicant.
- (6.3) The Applicant shall be liable to make payment of the amount/installment as per the payment plan set out in **Schedule E**.
- (6.4) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the



Applicant by discounting such early payments @ 5% per annum for the period by which the respective installment has been advanced. The provision for allowing rebates and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Applicant by the Promoter.

- (6.5) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications as described in **Schedule G** and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Applicant as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as maybe required by the Applicant, or such minor changes or alterations as per the provisions of the Act.
- (6.6) The Promoter shall conform to the final area of the Apartment that has been allotted to the Applicant at the time of offer of possession of Apartment and the completion certificate/occupancy certificate (as applicable) is applied for or granted by the competent authority by furnishing details of the changes if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in carpet area then the Promoter shall adjust the excess money as per the next milestone of the Payment Plan as provided in **Schedule E**. If there is an increase in the carpet area of Apartment, allotted to Applicant the Promoter may demand that from the Applicant as per the next milestone of the payment plan as provided in **Schedule E**. All these monetary adjustments shall be made at the same rate per square foot as agreed in this Application or at the price as may be calculated in the ratio of the carpet area to the Total Price, as the case may be.
- (6.7) The Promoter agrees and acknowledges that, the Applicant shall have the right to the Apartment as mentioned below:
- (i) The Applicant shall have exclusive ownership of the Apartment.
  - (ii) The Applicant shall also have undivided proportionate share in Common Areas. Since the share/interest of Applicant in Common Areas is undivided and cannot be divided or separated, the Applicant 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 Applicants after duly obtaining the part completion certificate/ completion certificate, part occupation certificate/ occupation certificate, as the case may be, from the competent authority as provided in the Act.
  - (iii) The Applicant has the right to visit the Project site to assess the extent of development of the Project and his/her Apartment.
- (6.8) The Applicant is aware that the allocated Car Parking Space (if any) as mentioned in Schedule C cannot be dealt otherwise by the Applicant independently of the Apartment. The Apartment along with the Car Parking Space shall be treated as a single indivisible Apartment for all purposes including but not limited to the purposes of The Uttar Pradesh Apartment (Promotion of Construction, Ownership And Maintenance) Act, 2010. As the Car Parking Space, if mentioned in Schedule C is an integrated and indivisible part of the Apartment, the Applicant undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the Apartment. It is clarified that Project's amenities other than declared as independent areas/limited common areas in deed of declaration shall be available only for use and enjoyment of all the allottees of the Project. It is further clarified that the Applicant shall be entitled to use the Club facilities of ' **Club Saubhagya** ' as per the Promoters/Associations guidelines.
- (6.9) The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Apartment to the Applicants, which it has collected from the Applicants, for the payment of outstanding (including land cost, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Applicant or any liabilities, mortgage loan and interest thereon before transferring the Apartment to the applicants, the Promoter agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or persons 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.
- (6.10) The Applicant is made aware that Avas-Vikas Parishad vide its letter dated 13.7.2011 and 18.04.2016 has approved single Master Plan for the entire Complex. It is clarified that all the allottee/s of the residential unit/s in the Project, shall have right and interest in the Common Areas subject to the terms mentioned in this Agreement

## **7. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the schedule construction milestones, the Applicant shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule E**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favor of **"OMNI FARMS PRIVATE LIMITED"**.

## **8. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- (i) The Applicant, if resident 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 there under or any 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Application. Any refund, transfer of security, if provided in terms of the Agreement for Sale shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory

- enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant 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.
- (ii) The Promoter accepts no responsibility in regard to matters as specified in Para 8(i) above. The Applicant shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant subsequent to the signing of Application, it shall be the sole responsibility of the Applicant to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment Remittances on behalf of any Applicant and such third party shall not have any right in the Apartment in any way and the Promoter shall be issuing the payment receipts in favor of the Applicant only.

**9. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Applicant authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Applicant against the Apartment, if any, in his/her name and the Applicant undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.

**10. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards offer of possession of Apartment to the Applicant and the Common Areas to the association of Applicants or the competent authority, as the case may be. Similarly, the Applicant shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in **Schedule E** ("Payment Plan").

**11. CONSTRUCTION OF THE PROJECT/APPARTMENT**

The Applicant has seen the approved layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Application] which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in the Agreement to sell, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **UP Avas-Vikas Parishad** and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**12. POSSESSION OF THE APARTMENT**

- 12.1 **Schedule for possession of the Apartment-** The Promoter agrees and understands that timely offer of possession of the Apartment to the Applicant and the Common Areas to the association of Applicants or the competent authority, as the case may be, is the essence of the Agreement/allotment. The Promoter assures to offer possession of the Apartment with ready and complete with all specifications, amenities and facilities in place on the date as mentioned in Schedule F, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project or reasons beyond the control of the Promoter ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Applicant agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Applicant agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then the allotment shall stand terminated and the Promoter shall refund to the Applicant the entire amount received by the Promoter. The Promoter shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant, the Applicant agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the Agreement.

As the Complex is developed in phases, it will be the duty of the Promoter to maintain those Common Areas and facilities which are not complete and handover all the Common Areas and facilities to the association of Applicants once all phases of the Complex are completed. The Promoter shall not charge more than the normal maintenance charges from the Applicants.

It clarified that the Final Finishing of the Unit maybe pending on the date of Offer Letter, which will be done within 60 days of receipt of all dues, charges, taxes etc. by the Promoter.

- 12.2 **Procedure for taking possession** - The Promoter upon applying/obtaining the completion certificate/occupancy certificate(as applicable) from the competent authority shall offer in writing the possession of the Apartment to the Applicant in terms of the Agreement within three months from the date of above.

Provided that, the sale deed in favour of the Applicant shall be carried out by the Promoter within 3 months from the date of issue of completion/occupancy certificate (as applicable). The Promoter agrees and undertakes to indemnify the Applicant in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter in this regard. The Applicant, after the issuance of the offer of possession for the Project, agrees to pay the maintenance charges as determined by the Promoter. The Promoter shall hand over the copy of the completion/occupancy certificate, (as applicable), of the Apartment to the Applicant at the time of/or any time after execution of conveyance of the same.

- 12.3 **Failure of Applicant to take Possession** - Upon receiving a written intimation from the Promoter as per Para 12.2, the Applicant shall take possession of the Apartment from the Promoter by executing necessary conveyance deed,

indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Applicant. In case the Applicant fails to take possession within the time provided in Para 12.2, such Applicant shall be liable to pay to the Promoter holding charges and safeguarding charges at the rate of Rs. 10/- per month per sq. ft. and of at the rate of Rs. 3/- per month per sq. ft. carpet area respectively for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 12.2.

- 12.4 **Possession by the Applicant** – After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment to the Applicant, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the Association of Applicants or the competent authority, as the case may be, as per the applicable law.
- 12.5 **Cancellation by Applicant** – The Applicant shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Applicant(s), proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment as well as Non Refundable Amount. The Promoter shall refund 50% (Fifty Percent ) of the balance amount of money paid by the Applicant within 45 ( Forty Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Apartment or at the end of one years from the date of cancellation/withdrawal, whichever is earlier. The Promoter shall inform the previous Applicant, the date of re allotment of the Apartment & also display this information on official website of UP RERA on the date of re - allotment, if possible.
- 12.6 **Compensation** – The Promoter shall compensate the Applicant in case of any loss caused to him/her due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event or due to non-compliance of the terms and conditions by Applicant, if the Promoter fails to complete or is unable to give offer of possession of the Apartment (i) in accordance with the terms of the Agreement, duly completed by the date specified in Para 12.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act the Promoter shall be liable, on demand to the Applicant, in case the Applicant wishes to withdraw from the Project, to refund the entire amount paid by the Applicant to the Promoter.

In case of delay in offer of possession of Apartment, the Applicant shall be entitled for the sum calculated @ Rs. 10/- per sq. ft. per month only of the carpet area of the Apartment from the expiry of further extended time (if any), as the case may till the date of written Offer of possession of the Apartment. It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty, registration fee, applicable taxes, TDS, deposits, charges, applicable taxes etc. (ii) nothing shall be payable by the Promoter beyond the date of written offer of possession of the Apartment, for any reason whatsoever, irrespective of the Applicant not taking possession of the Apartment and (iii) in case of any inconsistency, the provisions of the Act shall prevail.

Provided that where if the Applicant does not intend to withdraw from the Apartment, the Promoter shall pay the Applicant interest at the rate prescribed in the Rules for every month of delay, till the offer of possession of the Apartment, which shall be paid by the Promoter to the Applicant within forty-five days of it becoming due.

### **13. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 13.1 Subject to the force majeure clauses, reasons beyond the control of the Promoter , default caused by non compliance of the Agreement by the Applicant, the Promoter shall be considered under a condition of default, in the following events.

(i) Promoter fails to offer possession of the ready to move in possession of the Apartment to the Applicant within the time period specified in Para 12.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been applied to / issued by the Competent Authority.

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

- 13.2 In case of default by Promoter under the conditions 13.1.(i) listed above a non-defaulting Applicant is entitled to the following:

Stop making further payments to Promoter as demanded by the Promoter. If the Applicant stops making payments, the Promoter shall correct the situation by completing the scheduled development milestones for which payment is demanded, and only there after the Applicant be requires to make the next payment for the applicable construction milestone.

Provided that where an Applicant does not intend to withdraw from the Project or terminate the Agreement he/she shall be paid, by the Promoter the sum calculated @ Rs. 10/- per sq. ft. per month only of the carpet area of the Apartment from the expiry of further extended time (if any), as the case may till the date of written Offer of possession of the Apartment.

OR

In case of Default by Promoter under the condition 13.1. (ii) listed above:

The Applicant shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Applicant under any head whatsoever towards the purchase of Apartment; Provided that where an Applicant does not intend to withdraw from the Project or terminate the agreement he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the offer/ handing over of the possession of the Apartment which shall paid by the Promoter to the Applicant within 45 days of it becoming due.

13.3 The Applicant shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Applicant fails to make payment demanded by the Promoter as per the payment plan annexed here to (Schedule D), despite having been issued notice in that regard, the Applicant shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules
- (ii) Applicant commit/s any default and/ or breach of the terms and conditions of this Agreement
- (iii) In case of default by Applicant under the condition listed above continuous for a period beyond 60 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favor of the Applicant and refund the money paid to him by the Applicant after deducting the booking amount, Non Refundable Amount. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Applicant about such termination at least 30 days prior notice to such termination. The balance amount of money paid by the Applicant shall be returned by the Promoter to the Applicant subject to deduction of applicable taxes/charges only out of the sale proceeds, when realized from the re-allotment of the Apartment. On such refund any liability of the Promoter arising out of Agreement shall stand discharged absolutely.

#### 14. CONVEYANCE OF THE APARTMENT:

- 14.1 Subject to the terms of this Agreement and norms of **UP Avas-Vikas Parishad** and subject to the Applicant clearing all dues including interest, taxes, levies etc. if any, at any time prior to execution of the Conveyance Deed, the Applicant may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the Applicable Laws, notifications/Governmental directions, guidelines issued by UP Avas Vikas Parishad, if any in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Applicant of such applicable transfer charges (taxes extra) as per prevailing policy of the Promoter and upon the Applicant providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer /substitution/ nomination and (ii) transfer charges; fee etc, if any imposed/levied/charged by UP Avas Vikas Parishad/Association of Applicants on such transfer/ substitution/nomination shall also be paid by the Applicant / third party transferee.
- 14.2 At any time after execution of the allotment of the Apartment, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Promoter shall be payable in case of such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Applicant and the Applicant shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Applicant is mandatory,
- 14.3 The Promoter, on receipt of Total Price under the agreement from the Applicant, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the part completion certificate/ completion certificate and the part occupancy certificate / occupancy certificate (if any) as the case may be: The Applicant shall also be liable to pay UP Avas Vikas Parishad any fees/charges, if imposed on account of failure to get the conveyance deed registered. However, in case the Applicant fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Applicant authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Applicant.

#### 15. MAINTAINANCE OF THE BUILDING/APARTMENT/PROJECT:

- a. The Applicant acknowledges that there already exists an Association of Applicants of Complex for the purpose of management and maintenance of common areas and facilities of the Complex and accordingly shall pay the common area charges (CAM) of Complex and agrees to join the said Association of Applicants of Complex and also sign and execute the membership application form and other documents, pay necessary membership fees, necessary for the joining of Association of Applicants
- b. Upon payment of Common Area Maintenance (CAM) charges, the Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of the Applicants upon the issuance of the completion certificate or occupation certificate (as the case may be) of the Project.
- c. It is further clarified that maintenance, management and operation of the Project shall be handed over to Association of Applicants within 6 months the date of issuance/application of completion certificate of the Project by competent authority or handing over physical possession of 75% apartments in the individual completed block in the Project, whichever is earlier. The IFMS pool, net of cumulative defaults, shall be transferred to the Association of Applicants.  
However if in case the Association of Applicants is not able to take over operation and maintenance of Project as mentioned above, Promoter is not bound to maintain the Project beyond the above said period and in such the Promoter has an option to refund the interest free maintenance security (IFMS) as charged under Schedule \_and /or balance maintenance charges to the individual Applicant and the same shall be considered as deemed handover. However if Promoter continues to play the role of facilitator, it will be entitled to collect from the Applicants amount equal to the amount of maintenance disclosed in Schedule E + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to association of Applicants once it is formed.

- d. The tentative cost of such maintenance has been mentioned in Schedule E. Promoter/ Association of Applicants shall be entitled to revise the CAM charges from time to time and adjust any defaults in payment of CAM charges from the pool of Interest Free Maintenance Security (IFMS) paid by all the Applicants of the Project.

**16. DEFECTLIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Applicant from the handing of possession of Apartment, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event of promoters failure to rectify such defect within such time, the aggrieved Applicant shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Promoter shall not be liable to rectify the structural defects or any other defect if same is attributable to the negligence of the Applicant or due to any structural change by the Applicant.

**17. RIGHT TO ENTER THE SAID UNIT / PROJECT FORREPAIRS**

The Promoter/maintenance agency/Association of Applicants shall have rights of unrestricted access of all common areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Applicant agrees to permit the Association of Applicants and/ or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**18. USAGE OF CENTRAL BASEMENT AND SERVICESAREAS:**

The central basement(s) and service areas, if any, as located within the Project/Complex shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The Applicant shall not be permitted to use the services areas and the basements in any manner whatsoever other than those earmarked as parking spaces and the said service areas shall be reserved for use by the Association of Applicant/s formed by the Applicants for rendering maintenance services.

**19. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

- 19.1 Subject to Para 16 above, the Applicant shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Apartment and keep the Apartment its walls and partitions, sewers,rains, pipe and appurtenances thereto or belonging thereto in good and tenatable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 19.2 The Applicant further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the project, building there in or common areas. The Applicant shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Applicant shall not store any hazardous or combustible goods in the Apartment or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound or staircase of the or install DG/any other equipment in the Common Areas. The Applicant shall also not remove any wall, including the outer and load bearing wall of theApartment.
- 19.3 The Applicant shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Applicant shall be responsible for any loss or damages arising out of breach of any of the aforesaidcondition.
- 19.4 The Applicant understands and agrees that the Promoter has taken bulk supply electricity connection to distribute power in the Complex/Project and in such case Applicant shall not apply to the concerned department directly for supply of electrical energy in the saidUnit.
- 19.5 The Applicant understands and agrees that the power back up arrangements like diesel generator sets or other forms of power backup supply in the Project/Complex are proposed to be designed & installed by the promoter on the basis of diversity factor considering group diversity @ 60%. The Applicant agrees that he/she/they, either singly or in combination with other Applicant/s in the Project/Complex shall not claim that the installed capacity be the cumulative of all the power back up load sold by the promoter to different Applicant/s. The User/s agrees to compulsorily subscribe to power backup and to pay power backup charges as per tariff informed from time to time by the Company/Maintenance Agency. However, nonpayment of power backup charges shall be deemed to be non-payment of general maintenance charges. If the Company is unable to provide power back up due to (i) any reason beyond its control and/or (ii) order/judgement/notification/restriction etc imposed/ordered by any authority/department/court then the User/s shall in such a circumstance obey such restriction/order/direction without raising any objection/dispute and claim against the Company in thisregard.

In case the form of power back being provided by the Company goes obsolete than the cost of providing other form shall be proportionately borne and payable by the User/s. Further, the User/s shall not install his/her/their own generator."

- 19.6 The Complex shall always be known as **"Eldeco Saubhagyan"** and the Project shall always be known as **"Eldeco Select At Saubhagyan"**. These name(s) shall not be changed by anyone including the Applicant or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association of Applicants etc. However, thename oftheComplex/Project may be changed at the sole discretion of the Promoter and the Applicant shall not be entitled to raise any objection/hindrance on the same.

**20. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. In case any clause of this Application or Agreement is found inconsistent with the provisions of Act, Rules or any amendments thereof or the applicable laws then the same shall prevail.

**21. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project 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 as provided in the Act.

**22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter execute this Agreement he shall not mortgage or create a charge on the Apartment and if 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 Applicant who has taken or agreed to take such Apartment. The Promoter reserves the right to raise finance for construction or otherwise by mortgaging the unallotted apartments in the Project along with the land underneath and receivables therefrom.

**23. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010).**

The Promoter has assured the Applicants that the Project in its entirety is in accordance with provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/ regulations as applicable in Uttar Pradesh.

**24. BINDING EFFECT:**

Forwarding this Agreement to the Applicant by the promoter does not create a binding obligation on the part of the promoter or the Applicant until, firstly, the Applicant signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the Applicant and secondly, appears for registration of the same before the concerned Sub registrar, Lucknow as and when intimated by the promoter. If the Applicant (s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the Applicant and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the promoter shall serve notice to the Applicant for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Applicant, application of the Applicant shall be treated as cancelled and all sums deposited by the Applicant in connection therewith including the booking amount shall be returned to the Applicant without any interest or compensation whatsoever.

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON APPLICANT/ SUBSEQUENT APPLICANTS**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of Apartment and the project shall equally be applicable to and enforceable against and by any subsequent Applicants of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**26. WAIVER NOT A LIMITATION TO ENFORCE:**

26.1 The Promoter may, at its sole option and discretion, without prejudice to its rights set out in the agreement waive the breach by the Applicant in not making payments as per the Payment Plan (Schedule D) including waiving the payment of interest for delayed payment. It is made clear so agreed by the Applicant that exercise of discretion by the promoter in the case of one Applicant shall not be construed to be precedent and/or binding on the promoter to exercise such discretion in the case of other Applicant.

26.2 Failure on the part of 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 provisions.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.**

Wherever in this agreement it is stipulated that the Applicant has to make any payment in common with other Applicant(s) in Project/Complex, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project/Complex.

**28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. JOINT APPLICANTS.**

That in case there are Joint Applicants all communications shall be sent by the Promoter to the Applicant whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Applicant.

**30. SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Applicant, in respect of the Apartment/Project, as the case may be, shall not be prior to the execution and registration of this agreement for Sale for such Apartment/project, as the case may be, shall not be construed to limit the rights and interests of the Applicant under the Agreement for Sale or under the Act or the Rules or the Regulations made there under.

**31. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

**32. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations, construction 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, as the case may be, through the Conciliation Committee/ Dispute Resolution Forum/Authority or Adjudicating Officer appointed under the Act.

*I/We have read through the Application Form and General Terms & Conditions for allotment of the said Unit and declare to have complete understanding and accept the same and agree to be bound therewith. I/We have sought detailed explanations and clarifications from Promoter and the Promoter has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by Promoter, I/we have now signed this Application Form and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeiture of money as may be imposed upon me/us.*