

APPLICATION/BOOKING FORM

Date: _____

Application No. _____

To,
Ekana Sportz City Pvt Ltd,
2nd floor, Eldeco Corporate Chamber-II,
Vibhuti Khand,
Gomti Nagar,
Lucknow 226010

Photograph of Sole/
First Applicant

Photograph of
Second Applicant

Dear Sir/s,

I/We the Applicant(s) understand(s) that **Ekana Sportz City Pvt Ltd.** (hereinafter called the "**Company**"), having its registered office at 2nd floor, Eldeco Corporate Chamber-II, Vibhuti Khand, Gomti Nagar, Lucknow, is developing a shopping mall by the name: "**Ekana Mall**", at Plot No. C-11, Ekana Sportz City, Sector-7, Gomti Nagar Extension, Shaheed Path, Lucknow (the said plot of land is hereinafter called the "**Project Land**", and the said upcoming mall-project is hereinafter called the "**Project**").

My/Our particulars are given below for your reference and record:

FIRST APPLICANT

Mr./Mrs./M/s _____ Son/Wife/Daughter of _____

Date of Birth _____ Nationality _____

Marital Status _____ Date of Marriage Anniversary _____

PAN No. _____ Nominee Name _____

Correspondence Address: _____

_____ PIN: _____

Permanent Address: _____

_____ PIN: _____

Tel. No.: _____ Mobile: _____

Email Id: _____

Organization Name & Address: _____

PIN: _____ Designation: _____

Contact No.: Office: _____ Mobile: _____

E-Mail ID: _____ Passport No. (For Non Resident/Foreign National of
Indian Origin): _____

SECOND APPLICANT

Mr./Mrs./M/s _____ Son/Wife/Daughter of _____

Date of Birth _____ Nationality _____

Marital Status _____ Date of Marriage Anniversary _____

PAN No. _____ Nominee Name _____

Correspondence Address: _____

_____ PIN: _____

Permanent Address: _____

_____ PIN: _____

Tel. No.: _____ Mobile: _____

Email Id: _____

Organisation Name & Address: _____

PIN: _____ Designation: _____

Contact No.: Office: _____ Mobile: _____

E-Mail ID: _____ Passport No. (For Non Resident/Foreign National of Indian Origin): _____

I/We wish to register my/our expression of interest for the allotment of a unit in the aforesaid Project.

I/we have gone through all the documents pertaining to the title of Project Land, and have also gone through the necessary papers related to the said Project. I have also gone through the Terms and Conditions stated at the end of this Application Form and being desirous of booking a unit in the said Project I/we agree to abide by the said Terms and Conditions.

In furtherance to the aforesaid, I/We hereby enclose a Cheque/Demand Draft No./RTGS _____, dated
Drawn on _____ Bank, _____ Branch
for an amount of Rs. _____/-

Signature of Sole/ First Applicant

Signature of Second Applicant

PAYMENTPLAN (Tick the chosen plan)

- A. Construction Linked Plan ☐
- B. Upfront Payment Plan ☐
- C. Flexi Payment Plan ☐
- D. Combo Payment Plan ☐

PARTICULARS OF SPACE:

(i) Type of Product: _____

(ii) Floor: _____

(iii) Super area: _____ sq. ft. (_____ sq.mt.) @ Rs. _____/- p.s.f.

(iv) Nature of Business: _____

Cheque/Draft shall be in favor of “**Ekana Sportz City Pvt. Ltd**”

MODE OF BOOKING:

Direct ☐ Broker ☐

Broker Details _____

Company Executives _____

Signature of Sole/ First Applicant

Signature of Second Applicant

Signature of Sole/ First Applicant

Signature of Second Applicant

DETAILS AND BREAK-UP OF TOTAL SALE PRICE:

Sr. No.	Particulars	Charges	Total
1	Super Area (Sq. Ft.)		
2	Basic Sales Price (BSP)	PSF	
3	External Electrification Charges	PSF	
4	Fire Fighting Equipment Cost	PSF	
5	Meter Cost		Actual Basis
6	External Development Charges (EDC)	PSF	
7	Interest Free Maintenance Security (“IFMS”)	PSF	
8	Car Parking		
9	Power Backup (minimum 3 kva)		
10	Other charges (if any)		
11	Total consideration		

Signature of Sole/First Applicant

Signature of Second Applicant

Date

Place: Lucknow

For Office use only:-

Application received on _____

Special remarks (if any) _____

Signature

Signature of Sole/ First Applicant

Signature of Second Applicant

TERMS AND CONDITIONS

The Applicant(s) agree(s) that:-

1. The Applicant(s) shall sign all the pages of this Application in token of his/her/their acceptance of the terms and condition stipulated herein.
2. Notwithstanding the fact that the Company may have issued an acknowledgement by way of a receipt for the money tendered with this Application, the Applicant(s) have clearly understood that this Application is only a request/offer of/by the Applicant(s) for the allotment of an Unit and does not constitute any allotment or an agreement between the Applicant(s) and the Company.
3. In the event the Unit is allotted by Company, the Applicant(s) undertake to pay all installments and all dues, in terms of and strictly as per the timeline stated in the Payment Plan opted, or as stipulated in this Application or as may be required by law or demanded by the Company in future.
4. The Company shall have absolute discretion and be entitled to accept or reject this Application and may allot the desired Unit to any other person, or altogether decide to modify or cancel the Project itself, before issuing the allotment letter, without assigning any reason whatsoever. In this case, the money tendered by me/us along with this Application or any other related amounts paid by me/us shall be refunded by the Company without interest. It is clarified that deposits of the cheques shall not amount to acceptance of the Application.
5. The Applicant(s) has/have satisfied himself/herself that the Company is developing and constructing the said Project on the Project Land and is sufficiently entitled to develop, sell and deal with the said Project proposed to be so constructed
6. The Applicant(s) represents and acknowledges that he/ she / they is/are fully satisfied with the right, title and interest of the Company over the Project Land and has/have understood all limitations and obligations of the Company in respect thereof. The Applicant(s) undertakes not to hereinafter raise objections with respect to the Company's right/ title/ interest/ entitlements in the Project Land and rights to sell and develop the Project.
7. The Applicant(s) has/have tendered this Application for allotment of the Unit in the Project based upon his/their own due diligence and without relying on any alleged representations and assurances of the Company or any of its representatives or agents or brokers and with full cognizance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the Unit from the Company without any recourse to warranties implied in terms hereof. The Applicant(s) has studied the market and available products and taken a conscious decision to apply for a Unit in the Project without any undue influence, inducement or force by whatever means.
8. The Applicant(s) understand that the area of the Unit may be subject to certain changes for any reason(s) beyond the control of the Company. I/We understand that the marketing plan/brochure is only a mere indication of the proposed Project. The areas mentioned in the drawings are reasonable estimates and are subject to change, to which the Applicant(s) would never object and would rather provide a consent letter, if any, required. The Company reserves the right to change the design, elevation, specifications, amenities and facilities, plans, etc. of the project including change in FAR etc., as the case may be, due to aesthetic reasons or to meet the planning/regulatory requirement or for any other reasons.
9. The Applicant(s) agree(s) that changes in respect of the Unit shall not vary by more than 10% from what has been stated in the Application, if any. Such changes will be communicated to the Applicant(s) by the Company, which shall be binding on the Applicant(s), who shall be liable to pay for any additional charges etc. that may be demanded by the Company due to such changes in the Unit. It is also agreed by the Applicant(s) that the Company shall also have right to change the Unit allotted to the Applicant(s) anytime until before the final transfer deed (conveyance deed) is executed and duly registered.
10. The Applicant(s) clearly and unequivocally understand(s) that any rights and entitlements shall accrue only when the allotment is made by the Company in his/her/their favour and the necessary agreements to sell/definitive documents is/are signed and all its terms and conditions are duly complied with, by the Applicant(s). The Applicant(s) agree that in the event of the Company not accepting his/her/their Application for any reason whatsoever, the Applicant(s) shall have no claim, right, entitlement, title, interest or lien on the said Unit and shall not raise any objection for non-allotment.
11. The Applicant(s) clearly and unequivocally understand(s) that the Company is not required to and will not give any reminder to the Applicant(s) (s) to comply with any or all of the obligations under this Application and the future definitive documents to be entered into. It shall be the sole responsibility of the Applicant(s) to comply with his/her/their duties and obligations, as set out under this

Application and the Agreement to sell/Definitive Documents to be entered in to as stated hereinbefore.

12. The Applicant(s) agree(s) and acknowledges that Booking Amount shall be as mentioned in the Payment Plan.
13. In the event that before the allotment letter is issued, the Applicant(s) withdraw(s) his/her/their Application for allotment, the Company shall be entitled to forfeit all the money already tendered by the Applicant(s) pursuant to this Application.
14. The Applicant(s) shall pay the total consideration of the Unit and other charges as applicable as per the payment schedule (Payment Plan) opted. All cheques/demand drafts payable by the Applicant(s) should be drawn in the name of Ekana Sportz City Pvt Ltd, payable at Lucknow.
15. After the allotment letter is issued by the Company, if the Applicant(s) fail(s) to sign and execute the necessary Agreement/Definitive Documents for the allotted Unit or fail(s) to make payment of the amounts on the due dates/within the time prescribed in the Payment Plan opted by the Applicant(s), or if any of the cheques of the Applicant(s) are dishonored for any reason whatsoever, then the Company shall be entitled, at its sole discretion, to give a grace period of fifteen (15) more days and no more, to honour the obligation due, but if the Applicant(s) still fails to discharge the obligation or make the payment then an interest of 12% p.a. of the sum so due shall be payable additionally for the period of delay. Further the Company in its sole discretion, notwithstanding any other term or condition or clause herein, may also choose to cancel the allotment of the Unit and forfeit ten percent (10 %) of total cost payable for the said Unit, in case of failure of the Applicant(s) to make timely payments. The Applicant(s) will also not be entitled to the refund of amounts paid towards interest on delayed payment in any of the above circumstances. The Applicant(s) clearly understands that timely payment of the payments due as per the Payment Plan opted is the most essential term.
16. If the Applicant(s), for any reason whatsoever cancels, or seeks to cancel the booking of the Unit after the issuance of the Allotment Letter, then the Company shall be entitled to forfeit ten percent (10 %) of total cost payable for the said Unit and return the balance amount, if any, without any interest.
17. Super area means the sum total of covered area of the Unit, including the area under its periphery walls, area under columns and walls plus proportionate share of total areas meant for common use and facilities.
18. The Applicant(s) hereby agrees that the Company shall have the right to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of his/her/their respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the Unit being made free of any encumbrances at the time of execution of its Conveyance Deed/ Sale Deed/ Transfer Deed, in favour of the Applicant(s) or his nominee. The Company/Financial Institution/Bank shall always have the first lien/charge on the Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the Project.
19. The Applicant(s) agree(s) that they have been informed and are aware that only written and signed commitments from authorized signatories of the Company will be honored and that oral statements or representations or commitments will not bind the Company and will not be relied upon by the Applicant(s).
20. Payment of maintenance charges by the Applicant shall be mandatory and non-payment of any of maintenance charges within the time specified shall disentitle the Applicant(s) to the enjoyment of the common areas and other common services.
21. The Applicant(s) understands and acknowledges that views/designs/looks/details/features/facilities etc shown in the brochure (or similar document by whatever name called), if any, are of indicative nature only, and the final product may vary from the same and the Applicant unequivocally states that he/she/they has/have made the decision to book the Unit, without relying on any representation or information given or shown or depicted in any such brochure, or any other document other than this Application Form. All intending purchaser/s, including the Applicant(s) herein are bound to inspect all plans and approvals and visit project sites and apprise themselves of all plans and approvals and other relevant information. The relationship between the Company and the Applicant(s) will be governed strictly by this Application and the definitive agreements to be executed from time to time and not on basis of anything stated/mentioned/shown in the brochure or any other similar document.
22. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the Applicant(s) to the Company in respect of the Unit.

23. The Applicant(s) agree(s) that if due to any legislation, order, rule or regulation made or issued by competent legislature or appropriate Government or by RERA or by any other statutory authority; or if due to refusal, delay, denial, withdrawal or withholding of the grant of necessary approvals/permissions relating to the said Project by any Competent Authority(ies); or if by reason of any matters/issues relating to the said Project becoming subject matter of any litigation before any court of law; or if due to force majeure conditions, the Company after allotment, is unable to deliver the Unit to the Applicant(s), the Company shall refund the amount paid by the Applicant(s) without any interest, taxes or compensation whatsoever.
24. The Applicant(s) shall get his complete address registered with the Company at the time of allotment of Unit and further it shall be his/her/their responsibility to inform the Company by sending a letter Registered A.D. about any subsequent change in the address, failing which, all demand notices and letters shall be posted at the first address written in the Application, and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communications the Applicant(s) shall write the unit no. clearly.
25. In case there are joint Applicant(s), all communication shall be sent by the Company to the Applicant whose name appears first in the Application, at his/her given address, which shall for all purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named joint Applicant(s).
26. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to allotment/purchase of the Unit are made by non-resident(s) / foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under this Application, or under the allotment letter or the definitive documents. Any implications arising out of any default by the Applicant(s), shall be the sole responsibility of the Applicant(s). The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws.
27. It is understood by the Applicant(s) that the Company is not required to send reminder/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and those to be set out in the allotment letter and/or Agreement to Sell or any modifications thereof and the Applicant(s) is required to comply with/fulfill all such obligations on its own and pay the same forthwith on demand.
28. The Applicant(s) agrees that if the Government/ Concerned Authority imposes any charges, levies, taxes, fees etc in respect of any facilities, or additional cost of land whatsoever, the same shall be payable by the Applicant(s) proportionate to his/her/their share, as and when demanded by the Company.
29. Courts in Lucknow, U.P. alone shall have jurisdiction in case of any dispute.
30. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

Applicant No. 1

Applicant No. 2

DECLARATION

1. I/we have signed and submitted this Application and paid the amount payable thereof being fully conscious of my/our liabilities and obligations.
2. I/We agree to sign and execute all the necessary agreements and other definitive documents as and when desired by the Company within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/expenses incidental there to and I/We agree to be bound by the terms of the said agreements/documents.
3. I/We have read and understood the "Terms and Conditions" mentioned in this Application and agree to be bound by the same.
4. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the necessary agreements/definitive documents.

5. I/We the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same area acceptable to me/us.
6. I/We understand that this Application shall be treated as complete only when this Application form is duly filled and its each page is signed by Applicant(s) and is supported by all the necessary documents mentioned.
7. I/We understand that unsigned or incomplete Application can be rejected by the Company at its sole discretion. I/we understand that if the particulars submitted by me/us are found to be incorrect/suppressed or any vital information is found to be concealed by us/me for the purpose of availing the booking in said Project then the Company shall have discretionary right to cancel the booking/allotment at any time without serving any notice or assigning any reason to me/us.

Dated:

Applicant No. 1

Applicant No. 2

DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM

I/We have enclosed herewith copies of the following documents for records and reference.

- (i) Proof of residence: Voter's Identity Card(s)/Passport(s)/ Driving License(s)/Aadhar Card(s)
- (ii) PAN card(s)

(Additional documents in case of artificial persons like company/society/firm/any entity)

- (i) Memorandum and articles of association in case of company or similar document in case of other entity
- (ii) Resolution in favour of signatory passed by Board/Governing body(in original)

(Additional documents in case of partnership firm)

- (i) Partnership deed
- (ii) Letter of authority signed by all partners in favour of signatory

(Additional documents in cases of Foreign Nationals, PIO & NRIs)

- (i) Passport & document regarding payment through NRE/NRO account

RERA REGISTRATION No. _____