

Application for Booking of shop for Commercial, in the Project Known as "MALIK COMMERCIAL COMPLEX", situated at PLOT NO.-11/COM-104,(CORNER) SECTOR-11, VRINDAVAN YOJNA, RAEBARELI ROAD, LUCKNOW, UTTAR PRADESH

To,

Mr. Krishan Pal

Proprietor

Malik Commercial Complex

11/com-104(Corner)

Vrindavan Yojna Lucknow.

Dear Sir,

I/We (also referred to as the "Applicant") whose particulars are mentioned in **Annexure-A** herein below am/are pleased to apply for a Commercial Shop ("Shop") in the aforesaid Project ("Application") being developed by Mr. Krishan Pal, Proprietor/Owner/Developer/Promoter of the aforesaid project.

1. I/We understood that the said Project and the Total Project is being developed over the land as mentioned in **Annexure-B** and as per the plans, approved by **UTTAR PRADESH AWAS EWAM VIKAS PARISHAD (UPAVP)** in accordance with, but not limited to the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 ("Apartment Act"), the Real Estate(Regulation and Development) Act, 2016 ("RERA"), and other applicable rules and regulations. I agree to make the payment in accordance with the payment plan opted by me/ us as per details mentioned in **Annexure-C**.

2. I/We hereby annex to this Application all the documents as required in **Annexure- D**.

3. The Applicant acknowledges and understands that the Promoter may seek additional documents and/or information necessary for the compliance under Applicable Laws or to validate/substantiate any information provided in the Application, which shall be provided by the Applicant upon demand by the Promoter.

4. The Applicant is legally competent to make and submit the present Application for the aforesaid Commercial Shop and there is no legal or contractual impediment or restriction on the Applicant making this Application or the payment tendered hereunder.

5. The Applicant has executed this Application as per the instructions provided in **Annexure-E**.

6. I/We further confirm that I/We have read carefully and understood the terms and condition mentioned in the proposed agreement for sale/Allotment letter, draft of which is provided by promoter. I/We agree to abide and sign the same.

7. The Applicant represents and acknowledges that the Applicant has inspected and understood the contents, meanings and implications of the Disclosure as applicable to the Commercial Shop, the Project and the Total Project and is submitting this Application after being fully satisfied with the terms and conditions of the annexures as mentioned above and about the rights, title and interest of the Promoter in relation there to and with the full knowledge and understanding of all Applicable Laws/notification and applicable rules in general, including but not limited to the Apartment Act, and the RERA.

8. The Applicant acknowledges and understands that the submission of this signed Application and/or the receipt of the amounts paid by me/ us, to the Promoter shall not constitute a right to allotment of a Commercial Shop in favor of the Applicant. I/We further understand that this Application neither constitutes any binding contract/agreement to sell the Commercial Shop nor the receipt of the amounts paid with this Application by me/us would amount to any acceptance of this Application and shall not bind the Promoter to allot the Shop in my/our favor.

9. The Applicant acknowledges that only upon execution of the Agreement for Sale/Allotment letter between the Applicant and the Promoter, the allotment of the Commercial Shop become final and binding on the Applicant and the Promoter, in accordance with the terms and Conditions contained therein.

10. In the event of the Promoter accepting this Application to allot the Commercial Shop, I/ we agree that the Agreement for Sale /Allotment letter shall be executed by me/ us in accordance with the provisions of RERA, within 30(thirty) days from the date on which the payment of 10% of the price consideration is completed by the Applicant.

11. The Applicant understands that once submitted, this Application cannot be revoked/withdrawn by me/us. If the Applicant does not execute the Agreement for Sale/Allotment Letter within the time stipulated by the Promoter for this purpose, then the entire Earnest Money (i.e. 10% of the Total price of the Shop) shall be refunded by the Promoter; and I/we shall be left with no right, interest, claim or lien on the said proposed Commercial Shop or its booking or otherwise on the Promoter in any other manner whatsoever.

12. The Applicant hereby agrees and acknowledges that the rights of the Applicant will be restricted to his Commercial Shop and Common Areas, as provided in RERA and Apartment Act. The Applicant shall not have any right, title and interest in the Independent Areas, as declared in the Deed of Declaration filed before UPAVP, which is sanctioned for the Project and Total Project. The Promoter shall be entitled to develop the Independent Areas in such manner as may be deemed fit by the Promoter and sell/ transfer/assign/encumber/lease the same in any manner as may be deemed fit by the Promoter. The Promoter, at its sole discretion, and in accordance with Applicable Laws, including but not limited to the Apartment Act and the RERA shall be entitled to construct modify/redevelop the Independent Areas from time to time.

13. The Applicant has clearly understood and accepted the rights of the Promoter in the Project, total project and the said Land. The Promoter has clarified, and The Applicant has clearly understood, that the layout plan of the Project and Total Project depicts the various residential areas, commercial areas, other structures and facilities & amenities which are proposed to be developed in phases. The Applicant has also understood that the construction, structures, facilities and amenities and their earmarked uses in other phases of the Total Project may be modified /amended by the Promoter in accordance with the approvals received/to be received from UPAVP and other competent authorities, at any stage, as per applicable laws, to which the Applicant shall have no objection, and such changes shall be binding on both the Parties;

14. The Applicant acknowledges and confirms that the Promoter has readily provided requisite information and documents to the Applicant for clarifying that the Project is a part of Total Project, which consist of several phases, and that several community and other facilities and amenities have been developed as part of phase(s) already developed by the Promoter or will be developed by the Promoter as part of subsequent phases, and that such facilities and amenities(i.e. facilities and amenities in other phases of the Total Project) will be available for use to the Applicant (along with other Applicants / occupants of other parts of the Total Project). The facilities and amenities, which are proposed in subsequent phases, will be available for use to the Applicant (along with other Applicants / occupants of the Total Project) only after completion of the respective phases in the Total Project. The use of Common Areas and other facilities and amenities in the Project and other phases of the Total Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Promoter / Maintenance Agency / Association/ Association of Total Project, from time to time, in this regard, and payment of maintenance charges, fees, etc.

15. I/We understand that in addition to the sale consideration as set out in the payment plan at **Annexure-C**, I/we shall also be liable to pay all the charges demanded by the Promoter as well as any introduction of new taxes, charges, fees, levies and/ or revision/enhancement in the statutory charges or GST or any other statutory taxes, fees,

charges, etc. at any time in future, as may be applicable, within the timelines stipulated for the payment of the same as mentioned in **Annexure-C**.

16. I/ We shall pay the Total price of the Commercial Shop, which has been elaborately defined and explained in **Annexure C**. The Cost of the Commercial Shop is firm save and except as provided herein.

17. I/We confirm that all correspondence to me/ us shall be made in the name of the first applicant mentioned below and any notices /letters/email sent by the Promoter to the above first applicant shall be valid intimation to me/ us regarding the contents therein. No separate communication shall be sent to the joint Applicant(s). The First Applicant shall inform the Promoter in writing of any change in the mailing /correspondence address mentioned herein failing which all demands, notices etc. by the Promoter shall be mailed at the address given in this Application and shall be deemed to have been delivered to and received by the first and all joint Applicant(s).

18. The terms and conditions as mentioned herein shall be in addition to the terms and conditions of the Agreement for Sale/Allotment letter/Sublease deed. However, in case of any contradiction or inconsistency between the terms and conditions of this application form and the Agreement for Sale/Sub Leasedeed/Allotment Letter, the terms and conditions of Agreement for Sale/Allotment letter shall have overriding effect upon the application.

19. The Applicant agrees and understands that the Promoter will make an offer of possession of the Commercial Shop along with ready and complete Common Areas, of the Project "**MALIK COMMERCIAL COMPLEX**" in place on or before, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and / or orders by any Court or other competent authorities, tribunal, commission, board etc., Government policy, guidelines, bye laws, decisions, etc. affecting the regular development of the real estate project ("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 Commercial Shop.

20. I/We undertake to put to use the said Shop exclusively for the commercial use only which are permissible under the Law and I shall not use the said Shop for any other purpose e.g. Rice-mill, Atta – Chakki, Factory, Welding Work, Meat Shop, Dhaba, Liquor/Wine Shop, Automobile Workshop or Shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Shop etc., any activity which is injurious or which is prohibited by the State or Central Government.

21. I/We further confirm that I/we am submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Total Area, common areas and facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Promoter or any third party in the past. I/we am/are aware and I/we confirm that the advertisements / publicity material released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 ("Act") read with Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017 and I/we am/are not relying on the same for our decision to purchase the Commercial Shop. I/We further confirm and undertake to not make any claim against the Promoter or seek cancellation of the Application Form/allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material/advertisement published in any form or in any channel.

I/We acknowledge that colour, texture, the fitting(s) / fixture(s) or any installations depicted in advertisements are shown only as a suggested layout without any obligation on the part of the Promoter to provide the same.

I/We acknowledge, agree and undertake that I/we shall neither hold the Promoter or any of its affiliates liable/responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Promoter or any of its / affiliates with respect thereto.

Annexure – A

DETAILS OF APPLICANT

1. SOLE / FIRST APPLICANT -Individual

Name of Applicant.....

.....S/W/D
of.....

Date of Birth -

PAN of the Applicant-..... Aadhaar No.
.....

Nationality.....

Residential Status - Resident [] / Non Resident [] / Person of
Indian Origin []

Profession-.....

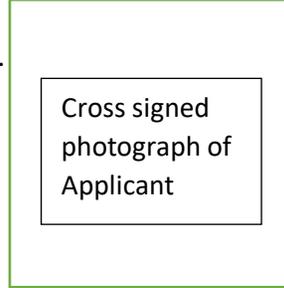
Designation -
.....

Correspondence/Present Address -
.....
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.....

.....Telephone.....Email.....
.....
.....

Permanent Address -
.....
.....

Telephone.....
.....



2. Co/ Second APPLICANT -Individual

Name of

Applicant.....

.....S/w/D

of.....

.....

Date of Birth -

PAN of the Applicant-..... Aadhaar No. -

.....

Nationality.....

Residential Status - Resident [] / Non Resident[] / Person of Indian Origin[]

Profession-.....

Designation -.....

Correspondence/Present Address -

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Telephone.....

Email.....

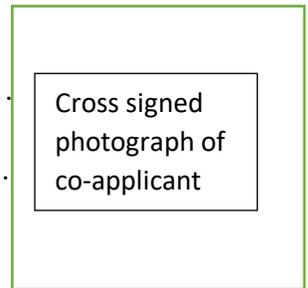
Permanent Address -

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Telephone.....



3. Co/ Third APPLICANT –Individual

Name of Applicant.....

.....

S/W/D

of.....

.....

Date of Birth -

PAN of the Applicant-..... Aadhaar No. -

.....

Nationality.....

Residential Status - Resident[] / Non Resident[] / Person of Indian Origin[]

Profession-.....

Designation -

Correspondence/Present Address -

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.....

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Telephone.....

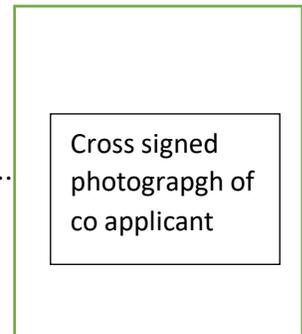
Email.....

Permanent Address -

.....

.....

Telephone.....



In case of Company	LLP/HUF/ Partnership Firm
Name	
Date of Inc./Formation	
PAN	
CIN/Registration No.	
Registered office address	
Name of authorized representative	
Date of Board Resolution/POA	

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

ANNEXURE-B

I. DETAILS OF THE PROJECT/TOTAL PROJECT/LAND AND LAYOUT

1. Description of the Project Land:

That **THE MALIK COMMERCIAL COMPLEX** has executed KIRAYA-KISHT KRAY KIRAYDARI KA ANUBANDH dated 02.03.2023, which was duly registered with the Sub-Registrar, Sarojini Nagar, Lucknow, Uttar Pradesh, registered in Bahi sankhya 1 zild sankhya 10432 page no.55 to 70 serial no. 7817 dated 06/03/2023, respectively for the Said Land/COMMERCIAL PLOT NO.-11/COM-104, (CORNER) SECTOR-11, VRINDAVAN YOJNA, RAEBARELI ROAD, LUCKNOW, UTTAR PRADESH, total area measuring 1302.60 Sq. mtr., in favour of Mr. Krishan Pal.

2. Description of encumbrances (if any):

The said land and the project is financed and hypothecated with

II. APPROVALS

- 1. -----
- 2. -----
- 3. -----
- 4. -----

III. DETAILS OF THE PROJECT.

Details of specifications of Commercial Shop: As per Schedule-1

1. Registration details under the RERA.

(a) Registration no. of the Project: (b) Validity period:

IV. DETAILS OF Commercial Shop

A. DESCRIPTION OF THE Commercial Shop AND THE OPEN/COVERED PARKING (IF APPLICABLE)

Commercial Shop	Number
Tower Number/ Building Number	Block
Shop Type	Type
Floor Type/ Number	
Carpet Area	
Built up Area	
Total Area	
Reserved Car Parking space(If Applicable)	

ANNEXURE-C

SALE CONSIDERATION AND PAYMENT PLAN

1. Breakup of Total Cost

S.NO	CHARGES	COST	GST	TOTAL COST
1.	Basic Sale Price			
2.	Preferential Location Charges			
3.	Maintenance Charges			
4.	Power backup load 3KVA			
5.	Dual Electric meter connection with 5KVA load			
6.	Lease Rent			
7.	Corpus Fund			
8.	GST/Any other taxes as may be			
9.	Any other charges			
10.	Total Price			

Total Price for the said Commercial Shop (in words):

Rupees Only.

Per Sq.ft./Sq. Mtr price based on Carpet Area is

Total Price for the said Commercial Shop (in words): Rupees Only.

Per Sq.ft /Sq. Mtr price based on Total Area is

* Maintenance Charges included in the Total Price have been arrived on the basis of current consumer price index (CPI) and prices of diesel, labor, consumables, etc., as applicable on the date start of the Project. The Maintenance charges payable by the Applicant shall be payable on Cost +10% basis, therefore the actual Maintenance Charges payable by the Applicant upon offer of possession shall be recalculated on the basis of the prevailing CPI and prices of diesel, labor, consumables, etc. Cost of insurance for the structure of the building is not included in the maintenance charges; it shall be recovered from the Applicant/s at the time of handing over of the Commercial Shop on the basis of actual cost/quote received from the insurance provider.

**said charges/taxes/fees/levies etc. have been computed on the basis of prevalent rates as specified by the concerned authority/department and the same are subject to variation,

in case of any change/modification by the concerned authority/department with prospective and/or retrospective effect.

Note:

- i. Interest Free Maintenance Security Deposit (IFMS) @ Rs./- (Rupees Only) per sq.ft. of Total Area, has not been considered in the Total Price specified above as it being a deposit and shall be demanded as per the provisions contained in the Maintenance Agreement.
- ii. All payments are to be made through A/c Payee cheque/demand draft/banker's cheque, NEFT/RTGS/IMPS/UPAY/GOOGLE PAY or online payment (as applicable) in favor of "PROMOTER" payable at LUCKNOW or such other account as may be communicated by the Promoter from time to time.
- iii. All payments are to be made after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The Applicant is required to submit to the Promoter TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of tax so deposited, so that the appropriate credit may be allowed to the account of the Applicant.
- iv. The cost, expenses, deposit and charges for obtaining electrical connection for the Project / Shop, electric meter, water meter etc. cannot be identified as on date, and therefore such cost, deposit and charges will be charged from the Applicant on proportionate basis at the time of offer of possession of the Commercial Shop/ to the Applicant. It is also clarified that the Applicant shall be responsible to pay to the Promoter, on proportionate basis, the amount to be deposited by the Promoter, Maintenance Agency, Association and/or Association of Total Project for getting bulk electricity connection for the Project / Total Project, as per demand raised by the Promoter, Maintenance Agency, Association and/or Association of Total Project, as the case may be.

Further, in the event separate electricity connection is required to be obtained from the electricity department for the said Commercial Shop then the Applicant will be liable and responsible to pay requisite fees, charges, deposits etc., directly to the electricity department, or in case such fees, charges, deposits etc., are paid by the Promoter, then to repay to the Promoter the same as per demand raised by the Promoter. It is clarified that in the event Promoter, Maintenance Agency Association and/or Association of Total Project is required to provide any additional infrastructure, facility, equipment, material, service etc. (including but not limited to providing separate infrastructure, cables, wiring, etc., for providing power back up etc.), then Applicant shall also be liable to pay cost and charges for the same, as per demand raised by the Promoter, Maintenance Agency, Association and/or Association of Total Project, as the case may be.

v. Taxation particulars of the Promoter i.e. MALIK COMMERCIAL COMPLEX are as under:

PAN No. :

GST Identification No. :

vi. The cost of stamp duty, registration charges, advocate fees or other incidental charges will be borne and paid by the Applicant in addition to Total Price for the said Commercial Shop.

vii. Any other costs, interest, charges and expenses required to be paid by the Applicant in terms of this Application and Agreement for Sale/Allotment Letter and if any other demand is made by any Authority in respect of the Project/Shop/Application for which the Promoter may be held responsible and/or liable, the share of all such demands in the proportion that the Total Area bears to the Total area of all the Commercial Shop within the Commercial Block area of the Project shall be payable by the Applicant.

2. Payment Plan

1	At the time of booking	
2	Within days of booking	
3	Within next days	
4	Within next days	
5	Within next days	
6	Within next days	
7	Within next days	
8	Within next days	
9	On Completion of full structure	
10	On offer of possession	

Note: Payment plan can be change from time to time as per market scenario.

ANNEXURE-D

APPLICABLE DOCUMENTS

- ❖ Booking amount cheque / draft
- ❖ PAN No. and copy of PAN Card.
- ❖ For Companies: Copy of Certificate of Incorporation, Memorandum and Articles of Association and certified copy of Board Resolution authorizing the person executing the Application.
- ❖ For Partnership Firm: Copy of Partnership deed, firm registration certificate,
- ❖ Consent/authorization from all the partners and written authorization in favor of the person/partner executing the Application.
- ❖ For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR Account.
- ❖ For NRI: Copy of passport and payment through their own NRE/NRO Account / FCNR Account.
- ❖ One photograph of each Applicant.
- ❖ Address/ Identity Proof: Photocopy of Passport/ Electoral Identity Card/ Driving License/ Aadhaar Card etc.
- ❖ Specimen signatures duly verified by bankers (in original).
- ❖ Note - All documents submitted with this Application must be self - attested.

ANNEXURE-E

INSTRUCTIONS

- ❖ The Applicant or the Applicant's authorized signatory (in case of a Promoter/ firm/ HUF/ trust) duly authorized to execute this Application must manually sign by putting his/ her full signature at the bottom of each page of this Application including all its attached Annexures and Schedule(s) which should also bear the organization stamp in case the Applicant is other than an individual.
- ❖ No alteration, erasure, correction, addition, deletion, cancellation and/or modification etc., should be made to any provision of this Application or to any of its attached Annexures.
- ❖ A recent passport-size color photograph of the Applicant/ authorized signatory must be affixed in the space provided and manually signed across such that a portion of the signature appears on the photograph and the rest on the paper it is affixed on. In case of more than one Applicant, each such Applicant must do likewise.
- ❖ I/ We confirm that I/ we have read and understood the above instructions and each and every clause of the Application and its Annexures, Schedules and I/we now execute the Application being fully conscious of my/our rights and obligations and the limitations of the Promoter in respect of the Project and hereby undertake to faithfully abide by all the terms and conditions of the Application.