

PURVANCHAL ROYAL ATLANTIS

APPLICATION FORM FOR ALLOTMENT OF A RESIDENTIAL APARTMENT IN "PURVANCHAL ROYAL ATLANTIS" - PHASE NO. 1 OF MIXED LAND USE DEVELOPMENT LOCATED AT MIXED LAND USE PLOT NO. F-7, CHAK GAJARIA CITY, SULTANPUR ROAD, LUCKNOW, U.P. INDIA

Date: _____

To,
M/s. Purvanchal Projects Pvt. Ltd.
Purvanchal Business World
A-103, Sector - 136,
NOIDA Uttar Pradesh,
(India)
RERA Registration No.: UPRERA.....

Dear Sir,

I/We request that I/We may be registered for allotment of a residential apartment (hereinafter referred to as the "Apartment / Flat") in the project known as **PURVANCHAL ROYAL ATLANTIS** being developed by **PURVANCHAL PROJECTS PRIVATE LIMITED ("Developer")** on a mixed land use plot bearing No. **F - 7, Chak Gajaria City, Sultanpur Road, Lucknow, Uttar Pradesh, India** (hereinafter referred to as the "Plot").

I/We agree to sign the AGREEMENT FOR SALE containing the detailed terms and conditions of allotment of the apartment within 30 Days of Intimation by the Developer and also appear before the concerned sub-register to execute the same.

I/We request for allotment of Flat No..... (hereinafter referred to as the "Apartment / Flat"), Carpet area (S.q.f.t);, i.e(S.q.m) on ____ floor in the Mixed use project comprising of Residential Apartments in Phase 1, known as "**PURVANCHAL ROYAL ATLANTIS**" being developed by **PURVANCHAL PROJECTS PRIVATE LIMITED ("Developer")** on a Mixed Land Use Plot Bearing No. F-7 , C.G. City Lucknow, Uttar Pradesh, India (hereinafter referred to as the "Plot").

I/We remit herewith Rs. _____/- towards non -refundable booking amount /Earnest money and Rs. _____/- against Goods & Service Tax (GST), making a total of Rs. _____(Rupees _____ only) by Bank Draft/Local Cheque No. _____ dated _____ drawn on _____ in favour of "**PPPL COLLECTION A/C FOR ROYAL ATLANTIS**", for the provisional allotment of the aforementioned Unit.

I/We agree to pay the balance sale consideration of the said apartment and all other charges / deposits, PLC's, IFMS, and all other possession related charges as per the payment plan opted by me/us, as mentioned in this application form and also as per Agreement to Sell (Proforma of which is attached and has been read and understood by me / us), to be executed between us.

I/We have read and understood the accompanying Terms & Conditions for Allotment of an Apartment in "**PURVANCHAL ROYAL ATLANTIS**" And acknowledge that the said terms and

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Signature of the Applicant(s)

conditions form a part of this Application and also agree & undertake to abide by the same.

I/We, are making this application for allotment with the full acknowledgement and clarity that **M/S PURVANCHAL PROJECTS PRIVATE LIMITED** (hereinafter referred to as the “Promoter/Developer”) are the absolute and lawful owners of the entire Mixed Use Land admeasuring 10,508 sqm situated at Mixed Land Use Plot No. F-7, Chak Gajaria City, Sultanpur Road, Lucknow (hereinafter referred to as the said Land) and **the said land is earmarked for the purpose of developing a MIXED LAND USE project comprising of 104 No’s of Residential Apartments in Phase 1, and the said residential project shall be known as “ PURVANCHAL ROYAL ATLANTIS” and a Commercial Complex Cum Hotel consisting of Retail Shops and a Branded Hotel in Phase 2. I/We, at the time of making this application, are fully aware and acknowledge that in the said Mixed Use Land of 10,508 sqm, approx. 7068.44 sqm area of Land shall be utilized for 84.50 % of the total FAR approved by Lucknow Development Authority and is earmarked for Development & Sale of Residential Apartments in Phase 1 by the developer for which UPRERA Registration Number Applied for is issued by the Hon’ble UPRERA Authority. The remaining FAR of 15.50% is approved by LDA and is earmarked for the development of Commercial Complex cum Hotel in Phase 2 at 3439.56 sqm of the total mixed use land, and I/We, am/are fully aware that both the projects, i.e. Phase 1 which comprises of 104 Nos of residential apartments (Purvanchal Royal Atlantis) and Phase 2 which comprises of Commercial Complex cum Hotel project shall be developed at ONE UNDIVIDED MIXED LAND USE PLOT NO. F-7, CG CITY, LUCKNOW ADMEASURING 10,508 SQM ALLOTTED TO THE DEVELOPER BY LUCKNOW DEVELOPMENT AUTHORITY FOR DEVELOPMENT OF MIXED LAND USE PROJECT.**

I/We, further understand and accepts that both the projects, Phase 1 & Phase 2 are totally Separate & Independent from each other and therefore the allottee(s)/ intending allottee(s)/Apartment Owners Association (As and when formed) of the Phase 1 (Residential Development) “Purvanchal Royal Atlantis” shall have no right, lien, title, interest whatsoever in the commercial complex cum hotel on the said land and the developer shall remain the sole and absolute owner of the commercial complex cum hotel for lifetime, alternatively the developer may sell the commercial complex cum hotel as per its own discretion. I/we further understand that the developer may carry out development/ construction of both phases together i.e Phase 1 – Residential & Phase 2 Commercial complex cum hotel.

Notwithstanding anything contained herein, I/We acknowledge and understand that I/ We, by the virtue of this Application, (i) am/are solely an Applicant for reserving the flat; and (ii) have not been allotted, sold or otherwise transferred by the Promoter, the flat. Further, it is hereby clarified that by virtue of this Application, the Promoter has not allotted, sold or otherwise transferred the flat notwithstanding the fact that the Promoter may have issued an acknowledgement in receipt of the booking amount tendered with this Application and encashed the same. I/We hereby understand and acknowledge that this Application does not constitute an agreement for sale/builder buyer agreement (“Agreement”) and I/we do not become entitled to the provisional and/or final allotment of the Unit. Further, I/ We understand and accepts that the Developer has the sole discretion to accept or reject any application without assigning any reason whatsoever. It is only after I/we am/are issued the allotment letter (“Allotment Letter”) from the Promoter, as per Promoter’s standard format that the allotment shall become binding and final, however, **it is further clarified that in the event I/we decide to cancel my application for whatsoever reasons before issuance of Allotment Letter, I/we shall be liable to pay cancellation charges**

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Signature of the Applicant(s)

equivalent to 10% cost of the flat, and I /we hereby undertake that I/We shall not claim or place any request to waive-off the 10 % cancellation charges.

I/ We clearly understand that the Allotment of an Apartment by the Developer pursuant to this Application shall be purely provisional till an Allotment Letter/ Flat Buyers Agreement for Sale on the standard format of the developer which is prescribed under The Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 or regulations made thereunder (which has been read and understood by the Applicant(s)) is executed by the Developer in my/our favor. Further, the Allotment of an Apartment in the “**PURVANCHAL ROYAL ATLANTIS**” is subject to the terms and conditions, restrictions, and limitations as contained in the offer brochure of mixed land use plot of Lucknow Development Authority / Sale Deed dated 08.08.2023 and correction deed dated 28.10.2023 executed by Lucknow Development Authority (LDA) in favor of the Developer.

I/We have clearly understood that this application does not constitute an agreement to sell and I/we do not have an indefeasible right for allotment of said flat, notwithstanding the fact that the Developer has issued a receipt in acknowledgement of the money tendered with this application being part of the Non-refundable Earnest Money. I/We have read and understood the Terms and Conditions as provided in this Application Form and I/We agree to accept and sign the prescribed allotment letter as per the Developer's standard format and agree to abide by the terms & conditions laid down therein.

I/We agree to sign the **AGREEMENT FOR SALE** on the standard format of the developer prescribed under The Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 or regulations made thereunder (which has been read understood & accepted by the Applicant(s)) containing the detailed terms and conditions of allotment of the Flat within 30 days of receipt of “Intimation letter” by courier, Registered post, Email, WhatsApp or any other mode of Electronic medium, sent at the below mentioned address of the sole/first applicant and also appear before the concerned Sub-Registrar to execute the same, if required / needed.

That If, however, I/We fail to execute the Agreement to Sell within thirty (30) days of the receipt of the ‘Intimation Letter’ by courier or registered post or e-mail, WhatsApp or any other mode of Electronic medium sent at the below mentioned address of the sole/first Applicant(s), my/our application for the allotment of the said Flat shall be treated as cancelled at the sole discretion of the developer and the earnest money/booking amount which is equivalent to 10% of the total Cost of Flat paid by me/us shall stand forfeited. I / We further understands that if the total deposited amount is less than 10 % of total cost of flat, then the entire deposited amount will be forfeited in favor of the Developer.

That I /We Fully understood and irrevocably agree that the **timely payment of installments as per the payment plan shall be the essence of the allotment/booking/purchase of said flat and completion of the project on time.** It shall be incumbent on me/us to comply with the terms of payment and other terms and conditions of allotment and the terms of Sale deed of plot. In case, at any stage after making this application, I/we seek(s) for cancellation of allotment and/or refund of the amount deposited by me/us, the same will be treated as per clauses prescribed in this application form and agreement for sale as per UPRERA, which is read, understood, and accepted by me/us. Accordingly, **it is irrevocably agreed by me/us that if at any stage, I/we seek(s) cancellation of aforesaid Flat, cancellation charges shall be equivalent to 10 % of the total price of the Flat and Interest for Delayed payment, if any and accordingly the entire booking amount / earnest money which is equivalent to 10 % of the total cost of Flat shall be forfeited in the favor of the developer and the balance deposited amount if any,**

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Signature of the Applicant(s)

after deduction of interest for delayed payment (calculated up to date of application of cancellation of Flat) will be refunded as per rules prescribed in UPRERA and agreement for sale (proforma of which is attached and has been read and understood by me/us) . The delay in payment of installment shall attract an interest as prescribed by UPRERA and will be calculated from the due date of outstanding amount. In case, I/we seek(s) cancellation before signing the agreement for sale, the entire booking amount i.e. 10% of total cost of the Flat will be forfeited in favor of the Developer. However, if the deposited amount is less than the 10% of total cost of the Flat, the entire deposited amount by me/us will be forfeited in favor of the developer.

I/ we understand and accepts at the time of making this application, that the project is being developed on a mixed-use land, allotted to the developer by LDA and the developer has planned to develop in two phases, viz, Residential Apartments in phase -1 & Commercial complex cum hotel in phase -2 and both the projects i.e. Phase 1 – Purvanchal Royal Atlantis and Phase 2 – Commercial complex cum hotel are absolutely independent projects with separate entry and exits, however, both the projects in Phase 1 & 2 shall be developed on One Undivided Mixed Use Land. Further, I/ We fully understands and irrevocably agrees that the Residential complex shall be absolutely independent from the commercial complex cum hotel with separate Entry & Exits and therefore the incumbent allottees fully understands and agrees that the Allottee(s)/ Flat Owners/ Apartment Owner's Association /any other society or trust **SHALL NEITHER** have any rights, title, lien, interest, **RIGHT TO USE NOR RIGHT TO INGRESS / DIGRESS** or **interfere in the day to day working of the commercial complex cum hotel in any manner whatsoever and all the rights , lien, interest & title, management and absolute ownership of the commercial complex cum hotel shall remain with the developer for the lifetime.** The Developer shall have the sole right to sell the said commercial complex cum hotel either completely or any part of the commercial complex cum hotel at its sole discretion. Further, I/we fully understands and accept that the area of Approx. 356.33 sqm in Phase 1, i.e. Residential Complex, which is located between the commercial complex cum hotel and residential apartments is earmarked as **HARD GREEN AREA** for **Fire Tender Movement** in case of fire emergency (as shown in the approved sanction plans issued by the competent authority, which is understood and acknowledged by me /us at the time of making this application), shall be treated as the **ONLY LIMITED COMMON AREA** between Residential & Commercial complex cum hotel and the same shall be utilized only in case of Fire emergencies, in any of the building either Residential building or commercial complex cum hotel , when Movement of Fire Tender is Required. Moreover, I/we further understand and accepts at the time of making this application, that in accordance with the bye laws and norms of UPPCB, DG exhaust pipeline and STP ventilation Duct of the Commercial Complex cum Hotel in Phase 2 shall have to pass through Residential Phase 1, i.e., along with pipelines & ventilation duct of Residential Phase 1, therefore, I/ we irrevocably undertake that neither Allottee(s)/ Flat Owners nor Apartment Owner's Association will not make any objections or hassles in this regard anytime in future.

I/ We are making this application with full knowledge and clarity about the phase wise development plan of residential building and commercial complex cum hotel , sanctioned plan, layout plan along with specifications approved by the competent authority, landscape plan, building plan, service plan, parking and circulation plan, structural designs, and of various permissions which have been approved and obtained from the competent authorities or shall be got approved or obtained by the developer in due course, which have been shown and explained to me/us by Developer. And, I/We have examined and understood the stage wise time schedule of completion of the project including the provisions for civic infrastructure like water, sanitation and electricity etc.

I/We have applied for allotment of a Flat with full knowledge that the allotment of the said Flat is

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Signature of the Applicant(s)

entirely based on the sole discretion of the developer/promoter and the developer/promoter has full right to reject any application without assigning any reason thereof. It is well clarified to me/us and I/we agree that the possession of Flat shall not be given by the promoter/developer to me/us before all payments/dues/ taxes/duties/ Interest on Delayed Payments, if any, Holding Charges for taking late possession etc. have been cleared by me/us on or before the time of execution and registration of the Sale deed.

I/We hereby confirm and declare that I/we have personally visited the site where the said Project is being developed and after having fully satisfied myself/ourselves in all respects, I/we have decided to apply for the allotment of the said Unit. The Applicant/s confirms that they have chosen to invest in the Said flat after exploring all other options of similar properties available and available in re-sale in the vast and competitive market in the vicinity and further confirm that the Said Unit is suitable for their requirement and therefore has voluntarily approached the Promoter for allotment of the Said Unit in the Project.

I/We have read and understood the specifications attached to this application form for the residential complex and the Flat to be allotted to me/us and I/We are fully satisfied and agreed for the same.

I/We are making this application with the full knowledge and understanding that the graphical /aesthetical representation of green area/common area/landscape etc. in the notice advertisement or prospectus/brochures are merely Architect's imagination and the actual green area/common area/landscape etc. may be different from the graphical representation in the notice advertisement or prospectus. I/We irrevocably agrees that I/we will have no claim whatsoever on or against the Developer at any time on the basis of any graphical/aesthetical representation in the notice advertisement or prospectus/brochures.

I/We agree to abide by the terms and conditions mentioned herein and the Agreement for Sale (Proforma of which is attached and has been read and understood by me / us) including those relating to the schedule of payment of the sale consideration of the Flat (agreed sale price of the opted Flat) and other charges including the forfeiture of earnest money/booking amount equivalent to 10% of Cost of Flat and refunds as per rules prescribed under UPRERA which are clearly mentioned in this application form and the same are well understood and accepted by me/us .

I/We authorizes the Promoter to first adjust/realize the accumulated Interest on outstanding payment and thereafter the remaining amount should be considered under the head of Principal amount. (Applicable on each delayed payment instrument deposited by the applicant to the Promoter).

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Signature of the Applicant(s)

PARTICULARS OF THE APPLICANT(S):

1. SOLE/FIRST APPLICANT:

Mr. /Mrs. / M/s _____

S/W/D/ of Mr. _____

Nationality _____ Occupation _____

Date of Birth _____

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()
Other (Please Specify) _____

Mailing Address _____

Email _____

Tele. No. _____ Mobile No _____

Permanent Address _____

Tele No. _____ Mobile No. _____

Income Tax Permanent Account No. (PAN) _____

Place of Income Tax Assessment _____

2. SECOND / JOINT APPLICANT:

Mr. / Mrs. / M/s _____

S/W/D/ of Mr. _____

Nationality _____ Occupation _____

Date of Birth _____

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()
Other (Please Specify)

Mailing Address _____

Email _____

Tele. No. _____ Mobile No _____

Permanent Address _____

Tele No. _____ Mobile No. _____

Income Tax Permanent Account No.(PAN) _____

Place of Income Tax Assessment _____

Photograph of
First
Applicant(s)

Photograph of
Second
Applicant(s)

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Signature of the Applicant(s)

3. THIRD APPLICANT:

Mr. / Mrs. / M/s _____

S/W/D/ of Mr. _____

Nationality _____ Occupation _____

Date of Birth _____

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Other (Please Specify)

Mailing Address _____

Email _____

Tele. No. _____ Mobile No _____

Permanent Address _____

Tele No. _____ Mobile No. _____

Income Tax Permanent Account No.(PAN) _____

Place of Income Tax Assessment _____

Photograph of
Third
Applicant(s)

IN CASE THE APPLICANT IS A COMPANY /PARTNERSHIP FIRM/HUF

Name of Company/ Partnership Firm/HUF _____

Through its Authorized representative/Director/ Karta

_____ Registered Address. _____

_____ PIN _____

Email _____

Land Line No. (With STD/ISD Code) _____

Mobile No. _____ Fax No. _____

Date of Incorporation: _____ Incorporation Certificate No. _____

Nature of business of the Organization _____

Address for Correspondence: _____

City _____ State _____ Country _____ Pin _____

Permanent Account No. (PAN) of the Company/ Partnership Firm/HUF (Karta) _____

CIN of the Company / Partnership Firm _____

Photograph of
Owner /
Director

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Signature of the Applicant(s)

4. DETAILS OF THE FLAT APPLIED FOR:

FLAT NO.:	
FLOOR NO.:	
CARPET AREA OF FLAT SQ. FT (.....SQM.)
BALCONY AREA OF FLAT SQ. FT (.....SQM.)
BUILT-UP AREA OF FLAT SQ. FT (.....SQM.)
COMMON AREA SQ. FT (.....SQM.)

5. PAYMENT PLAN:

A. Construction Linked Payment plan ()

PLAN - A----- (CONSTRUCTION LINKED PAYMENT PLAN)			
1	Booking Amount (10% of total cost of Unit)	At the time of booking (Partial Booking Amount "PBA")	5% of total cost of Unit (B.S.P)
2		Within 15 days of booking	5% of total cost of Unit (B.S.P)
3	Within 45 days of booking		7.5% of total cost of Unit (B.S.P)
4	On start of Excavation		7.5% of total cost of Unit (B.S.P)
5	On start of casting of Raft		5 %
6	On start of casting of Lower Basement roof slab		5% of total cost of Unit (B.S.P) + Car Parking
7	On start of casting of Upper Basement roof slab		5 %
8	On start of casting of Ground Floor roof slab		5% of total cost of Unit (B.S.P)
9	On start of casting of 3rd Floor roof slab		5% of total cost of Unit (B.S.P) + Floor PLC (As Applicable)
10	On start of casting of 6th Floor roof slab		5 % of total cost of Unit (B.S.P) + Road/Pool facing PLC (If Applicable)
11	On start of casting of 9th Floor roof slab		5 % of total cost of Unit (B.S.P)
12	On start of casting of 12th Floor roof slab		5 % of total cost of Unit (B.S.P)
13	On start of casting of 15th Floor roof slab		5 % of total cost of Unit (B.S.P)
14	On start of casting of 18th Floor roof slab		5 % of total cost of Unit (B.S.P)
15	On start of casting of 21th Floor roof slab		5 % of total cost of Unit (B.S.P)
16	On start of casting of 24th Floor roof slab		5 % of total cost of Unit (B.S.P)
17	On start of casting of top Floor roof slab		5 % of total cost of Unit (B.S.P)
18	On start of External Finishing Work		5 % of total cost of Unit (B.S.P)
19	On offer of Possession / Application for Completion Certificate		5 % of total cost of Unit (B.S.P)
	Total		100%

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Signature of the Applicant(s)

6. COST BREAK UP:

S. No.	Description	Rate (Rs.)	Amount (Rs.)
1.	Basic Sale Price (BSP) (Excluding GST)	Rs. Per sq. ft. of Carpet Area	
2.	Floor PLC	@ Rs. _____ Per sq. ft. of Carpet Area	
3.	Corner PLC	@ Rs. _____ Per sq. ft. of Carpet Area	
4.	No. of Mechanical Car Parking Slot _____ in any of the 2 Basements.	Rs. _____ / Car Parking	
5.	Any Other Charges (as/if applicable)		
TOTAL SALE PRICE OF UNIT (EXCLUDING GST)			
<p>(Rupeesonly) excluding GST</p>			
<p>GST (Goods & Service Tax) As per prevailing norms of Government of India. GST may change in future as per any changes in the norms of GST by GOI.</p>			
TOTAL SALE PRICE OF UNIT (INCLUDING GST)			
<p>(Rupees) including GST</p>			

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Signature of the Applicant(s)

OTHER CHARGES TO BE PAID AT THE TIME OF OFFER OF POSSESSION:

DESCRIPTION	RATE	AMOUNT (RS.)
Common Area Maintenance Charges (CAM) for 1st Year. 3.75 PER SQFT/SALEABLE AREA	Rs. 6.0/- per sq.ft. per month of Carpet Area. (2955 x 6)	
Cost of constructing infrastructure for Multi point Connection system. The Cost of Electric Meter/ Security Deposit, Connection Charges etc. is not included and is to be paid directly to UPPCL/MVVNL as per requirement of load	Rs. 51,000/-	
Cost of Prepaid DG meter with ACCL	Rs. 20,000 / -	
FTTH Charges	Rs. 20,000 /-	
Other charges (if/as Applicable)		
Goods & Service tax as per prevailing rate (if/as applicable)		
Total		
<u>TOTAL PRICE OF COMMERCIAL UNIT</u> SALE PRICE OF UNIT (INCLUDING GST) + POSSESSION CHARGES (INCLUDING GST)		

SECURITY DEPOSIT TO BE PAID AT THE TIME OF OFFER OF POSSESSION

Interest free Maintenance Security (Will remain with Developer till the defect Liability period) Rs. 160/- per sq. ft. of carpet area.	
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- 1 sq. mtr. = 10.764 sq. ft.

Note:

- A. Stamp Duty, Court Fees for Registration, Registration Charges, any futuristic increase by competent authority in any Head / In the name of whatsoever shall be borne by allottee(s).

- B. Payments to be made through Cheque / DD payable at LUCKNOW in favor of **PPPL COLLECTION A/C FOR ROYAL ATLANTIS**

Declaration

I / We the above Applicant(s) do hereby declare that the above particulars given by me / us are true and correct and nothing has been concealed thereof. Any allotment against this application shall be subject to the terms and conditions mentioned in the Proforma of Agreement for Sale and the terms and conditions whereof shall ipso-facto be applicable to my / our legal heirs and successors.

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Signature of the Applicant(s)

I / We agree and assure you to inform you of any change in my / our contact details or in any information given above till the execution of registered Sale Deed in my/our favor in respect of booked Flat.

I/ We the Applicant(s) do hereby further declare that my/our application for allotment is irrevocable on my part and in case I/we seek cancellation of application for any reasons whatsoever, I/we agree to pay cancellation charges equivalent to 10 % of total cost of flat.

Place.....

Date.....

Documents to be submitted along with the Application Form:

(All photo copies should be self-Attested)

In case of Individual (Resident of India):

- a. The copy of PAN card & Adhaar Card.
- b. The Copy of residence proof/Adhaar Card/copy of Passport.

Private Limited / Limited Developer:

- a. The copy of PAN card of the Developer.
- b. Board resolution authorizing person to sign the documents on behalf of the Developer prior to the Application Date & signature proof. The copy of Adhaar Card of authorized person.
- c. The copy of Memorandum & Articles of Association.
- d. List of Directors & Share Holders duly certified by Chartered Accountant.
- e. The copy of address proof.

NRI / Foreign Nationals of Indian Origin:

- a. The copy of Passport.
- b. The Copy of residence proof/ Adhaar Card
- c. All payment shall be received by cheque from NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad only. In case of DD confirmation from Banker will be required that DD has been prepared from proceeds of NRE/NRO account. Copy of OCI/PIO card in case of Foreign Nationals of Indian Origin.

Partnership Firm:

- a. The copy of PAN card of the Firm.
- b. The copy of partnership deed/agreement.
- c. The copy of address proof of the firm.
- d. The copy of authority letter to sign the document on behalf of the Firm.
- e. Photo ID /Adhaar Card & Signature proof (from bank) of signing partner.

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Signature of the Applicant(s)

BRIEF DESCRIPTION OF TERMS & CONDITIONS FOR ALLOTMENT OF RESIDENTIAL APARTMENT IN "PURVANCHAL ROYAL ATLANTIS" SITUATED AT MIXED LAND USE PLOT NO. F - 7, C. G. CITY, LUCKNOW, UTTAR PRADESH, INDIA.

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF A FLAT IN THE RESIDENTIAL PROJECT "**PURVANCHAL ROYAL ATLANTIS**" PHASE -1

A FLAT NO. _____, on the _____ Floor situated in the residential phase 1 Project to be known as '**PURVANCHAL ROYAL ATLANTIS**' - located at Mixed Land use Plot No F-7 C. G. City, Sultanpur Road, Lucknow, Uttar Pradesh, India.

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Agreement to Sell / Unit Buyer Agreement which upon execution shall compliment/supersede the terms and conditions set out in this application.

The Intending Allottee(s) has applied for provisional allotment of a residential Flat in "**PURVANCHAL ROYAL ATLANTIS**", situated at Mixed Land Use Plot No F-7, C. G. City, Sultanpur Road, Lucknow, Uttar Pradesh, India with full knowledge of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Promoter and understood by him/her/them.

A. TITLE

1. **M/S PURVANCHAL PROJECTS PRIVATE LIMITED** (hereinafter referred to as the "Promoter/Developer") are the absolute & Lawful owners of the said land admeasuring 10,508 sqm situated at Mixed Land use Plot No. F-7, Chak Gajaria City, Sultanpur Road, Lucknow (hereinafter referred to as the said Land) and the said land is earmarked for the purpose of developing a Mixed Land Use project comprising of 104 No's of Residential Apartments in Phase 1 and commercial complex cum hotel in Phase 2 , and that in the said Mixed Use Land of 10,508 sqm, approximately 7068.44 sqm area of Land shall be utilized for 84.50 % of the total FAR approved by Lucknow Development Authority and is earmarked for Development & Sale of Residential Apartments in Phase 1 by the developer for which UPRERA Registration Number __Applied for__ is issued by the Hon'ble UPRERA Authority. The remaining FAR of 15.50% is approved by LDA and is earmarked for the development of Commercial Complex cum Hotel in Phase 2 at approximately 3439.56 sqm of the total mixed use land, which shall remain the sole and absolute ownership of the Developer for lifetime, and I/We, am/are fully aware that both the projects, i.e. Phase 1 which comprises of 104 Nos of residential apartments (Purvanchal Royal Atlantis) and Phase 2 which comprises of Commercial Complex cum Hotel project are absolutely independent projects with separate entry and exits, however, both the projects shall be developed at one UNDIVIDED MIXED LAND USE PLOT NO. F-7, CG CITY, LUCKNOW ADMEASURING 10,508 SQM ALLOTTED TO THE DEVELOPER BY LUCKNOW DEVELOPMENT AUTHORITY FOR DEVELOPMENT OF MIXED LAND USE PROJECT. The said Plot

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Signature of the Applicant(s)

has been allotted to M/s. PURVANCHAL PROJECTS PRIVATE LIMITED according to the terms and conditions, restrictions, and limitations as contained in the offer brochure of Mixed land Use plot of LUCKNOW Development Authority (LDA) / Sale Deed dated 08.08.2023 and correction deed dated 28.10.2023 executed by Lucknow Development Authority (LDA) in favor of the Developer for development of a Mixed land Use project.

2. The Intending Allottee(s) has satisfied himself/herself/themselves about the interest and title of the Promoter / Promoter in the land on which the said Project / Unit is being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree that there will not be any further investigations or objections by him/her/them in this respect and accordingly he/she/they fully understands and acknowledge that M/S PURVANCHAL PROJECTS PRIVATE LIMITED (hereinafter referred to as the “Promoter/Developer”) are the sole & absolute owners of the said Mixed Use land admeasuring 10,508 sqm situated at Plot No. F-7, Chak Gajaria City, Sultanpur Road, Lucknow (hereinafter referred to as the said Land) and the said land is earmarked for the purpose of developing a mixed Land use project comprising of 104 No’s of Residential Apartments in Phase 1, and that in the said Mixed Use Land of 10,508 sqm, approximately 7068.44 sqm area of total mixed use Land shall be utilized for 84.50 % of the total FAR approved by Lucknow Development Authority and is earmarked for Development & Sale of Residential Apartments in Phase 1 by the developer for which UPRERA Registration Number __Applied for__ is issued by the Hon’ble UPRERA Authority. The remaining FAR of 15.50% is approved by LDA and is earmarked for the development of Commercial Complex cum Hotel in Phase 2 at approximately 3439.56 sqm of the total mixed-use land, which shall remain the sole and absolute ownership of the Developer for lifetime. I/We, further understand and accepts that Phase 1 & Phase 2 are totally Separate & Independent from each other and therefore the allottee(s)/ intending allottee(s)/Apartment Owners Association (As and when formed) of the Phase 1 (Residential Development) “**PURVANCHAL ROYAL ATLANTIS**” shall have **NO** right, lien, title, interest, **NO RIGHT TO USE OR NO RIGHT TO INGRESS/DEGRESS** or **NO** interference whatsoever in the commercial complex cum hotel on the said land and the developer shall remain the sole and absolute owner of the commercial complex cum hotel for lifetime, alternatively the developer may sell the commercial complex cum hotel as per its own discretion either entirely or any part of the commercial complex cum hotel as per its own sweet will. I/we further understand that the developer may carry out development/ construction of both phases together i.e. Phase 1 – Residential & Phase 2 Commercial complex cum hotel.

B. ALLOTMENT

1. The Intending Allottee(s) has/have applied for allotment of a Flat with full knowledge and clarity about the Phase wise development of the entire mixed use project and 84.5 % Utilization of Net Approved FAR by the Developer for Residential Development (**Phase 1 shall be Handed Over to RWA**) and Commercial Complex cum Hotel (**Phase 2 shall remain with the developer for Lifetime**), and the intending allottees has/ have applied for provisional allotment of flat after doing his/her/their due diligence with reference to the sanction layout of the project approved by LDA and all the laws/notifications and rules applicable for mixed land use development which are applicable to the city of Lucknow in general and to the project in particular which have been explained by the Promoter and understood by him/her/them.

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2. The allotment of the flat is entirely at the discretion of the Promoter and the Promoter has the right to reject any application without assigning any reason thereof. It is agreed that the possession of unit shall not be given by the Promoter to the Allottee(s) before all payments/dues/taxes/duties delay payment interest, Holding Period Charges for not taking timely possession of residential apartment etc. are cleared by the Allottee(s) at the time of execution and registration of the sale deed.
3. Notwithstanding anything contained in this application, the Applicant(s) understand that the Application will be considered as valid, enforceable and proper only on realization of the amount tendered with this Application.
4. That the amount remitted by the Intending Allottee(s) along with the application form in favour of the Promoter is only towards the request for allotment of a residential flat in his/her/their favour. The amount remitted is without any rights in favour of the intending Allottee(s) against the Promoter.
5. That I/We (Applicants)/intending Allottee(s) shall be liable/ responsible for any payment made from any third-party account and/or any right created there from and the Promoter shall have no liability in this regard. In case of any litigation or notice from any government organisation due to payment made from third party, the allottee(s) undertake to completely indemnify the promoter in such case.
6. THAT the Applicant(s) represent & acknowledge that he/she/they have inspected the relevant documents/papers and has carried out due diligence and is fully satisfied with the right/title/interest of the Developer/company to the said land and has understood all the limitations and obligations of the Lessee/Developer/Company/Broker/Agent in respect thereof. The Applicant(s) undertake not to hereinafter raise objections with respect to the Lessee/Developer/Company/Broker/Agent's rights/title/interest/entitlements in the Said Land and rights to sell and develop the Project. Furthermore, the Applicant(s) have studied the market and available products and have taken a conscious decision to apply for a unit in the Project without any undue influence or force by whatever means.

C. LAYOUT & PLANS

The intending Allottee(s) has seen and accepted the approved plans and has applied for the allotment of the said Unit with the specific knowledge that the allotment of the unit shall be provisional in the first instance, the Promoter shall have the right to effect suitable and necessary alteration/modification in the Amenities/Elevation/Layout Plan/Areas of the project/building or block of buildings, landscaping / payment plan of units if and when found necessary. The alterations may involve all or any of the following changes, namely change in the position of the Unit, change in block/building/floor/areas, use of material etc. change in number of Unit, change in dimension or change in its area etc. All such changes shall be subject to the provisions of RERA.

After allotment of the Unit by the Promoter, a Unit Buyer Agreement / Agreement to sell shall be executed between the Promoter and Intending Allottee(s) on the standard format prepared by the Promoter prescribed under UPRERA, which the intending Allottee(s)/purchaser has read perused and agreed upon.

The intending allottee(s) fully understands and accepts the layout plan of the entire Project as drawn by the Developer is tentative and is subject to change, if deemed necessary by the Developer or as may be required by the regulatory authorities & LDA. The Developer may to this affect or if so, required by any

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regulatory authorities make suitable alterations in the layout plan, such alterations may include change in the area of the Flat, floor, Tower, number of Flat, location and increase/decrease in the number of Car parking slots allotted to the Applicant(s). In regard to all such changes, either at the instance of the regulatory authorities or advice of the Developer's architect shall be final and binding on the Applicant(s).

THAT in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Government/Competent Authority, the Developer shall have full right to raise further constructions over the top roof/terrace of the Project or over the top roof/terrace of the Towers/Buildings in the Project as being the sole and exclusive property of the Developer and the Applicant(s) shall not be entitled to raise any objection or make any claim on any account in this regard. Subject to provisions of the applicable law, the Developer can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Developer.

D. FINANCIAL

1. The intending allottee(s) agrees that He/ She/ They will pay the price of the Unit and all other charges as fixed in this application form and as mentioned in the Agreement to Sale, as and when informed by the Promoter.
2. All payments shall be made through Cheque /Demand Draft/RTGS only to be issued in favour of "**PPPL COLLECTION A/C FOR ROYAL ATLANTIS**" payable at **LUCKNOW**.
3. That **10%** of the **Basic Sale Price** of the Unit shall constitute the Non-Refundable "**Earnest Money**" / "**Booking Amount**, the intending allottee(s) agree to pay the balance amount in accordance to the payment schedule mentioned in the Allotment Letter/ Agreement to Sell. **The intending allottee(s) understands that the timely payment is the essence of the purchase of the flat for the transfer of the Built-up area / title in the name of the Allottee(s).** In case of default in payment, the intending allottee(s) / purchaser(s) would be liable to pay the Promoter interest as applicable under the provisions of RERA on the overdue balances. In case of non-payment of two consecutive instalments or more from the schedule mentioned and agreed at the time of booking / allotment of the unit, the Promoter shall have the right to cancel the booking /allotment / Agreement to Sell / Unit Buyer Agreement, and the intending allottee(s) / purchaser(s) would be entitled to get back the total money so paid by him without any interest **but with a deduction of 10% of the Basic Sale Price (Earnest Money) of allotted unit for incidental expenses along with the interest towards late payment of instalments. Further, the discretion for reinstating a cancelled booking by accepting the delayed payment with interest shall exclusively be that of the Promoter and the allottee(s) hereby agrees unconditionally for the same.**
4. Since the construction of Unit / Building depends on **timely payment of instalments**, delay in payment of any of the instalment by the intending Allottee(s) will result in delay in possession and shall be liable to pay interest for the delayed period, for which the Promoter will not be responsible. The intending Allottee(s) shall not be entitled for any penalty / compensation from the Promoter for delayed possession, in case the allottee is in any kind of default with respect to timely payment of any instalments from the date of booking.
5. I/We agree to pay the interest as may be applicable and prescribed under the Real Estate (Regulation & Development) Act on the outstanding amount from the date upon which the amount becomes

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overdue in the event if applicant fails to make the payment (either as laid down in the payment schedule or as and when raised by the builder) under the Construction Linked Plan (CLP).

6. I/We authorizes the Promoter to first adjust/realize the accumulated Interest on outstanding payment and thereafter the remaining amount should be considered under the head of Principal amount. (Applicable on each delayed payment instrument deposited by the applicant to the Promoter.)
7. The intending Allottee(s) shall additionally pay on demand to the Promoter his/her/their proportionate share of the cost for any kind increase in external development charges, external electrification charges, fire-fighting charges, as and when demanded by any government undertaking.
8. The intending Allottee(s) agree to pay to the Promoter extra charges on any additional facility provided by the Promoter in future during construction.
9. The Fire Fighting System will be provided in the Project as per the norms laid down by the competent / controlling authority. In addition, if due to subsequent legislation / Govt., order or directives or guidelines or if deemed necessary by the Promoter any further fire safety measures are undertaken, then in that case, the proportionate charges in respect thereof shall also be payable on demand by the intending Allottee(s).
10. Till such time the full payment of sale price/other charges/dues/ levies/ taxes/ duties remain unpaid and physical possession of apartment is not taken, the intending Allottee(s) covenants with the Promoter that he/ she/they shall have no objection to the Promoter raising finance/loans/securities, from the financial institutions against receivable for the development/construction of his/her/their unit.
11. The intending Allottee(s) hereby covenants with the Promoter to pay from time to time and at all times, the amount which the intending Allottee(s) is liable to pay as agreed, and to observe and perform all the covenants conditions of booking and to keep the Promoter and its authorized agents and its representatives, estate & effect indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions, except in so far as the same are to be observed and performed by the Promoter,
12. The Promoter / Financial Institution shall have first lien and charge on the said Unit for all its dues and other sums payable by the intending Allottee(s) to the Promoter/ Financial Institution.
13. In the event of cancellation of unit, the intending Allottee(s) shall have no right, lien or interest on the said flat and the Promoter shall have the sole right to sell the said Unit to any other person in its sole and absolute discretion. In case the intending Allottee(s) wants to surrender the allotment, for any reason whatsoever at any point of time, then the Promoter, in its sole and absolute discretion, may cancel/ terminate the Booking Application / Agreement to Sell / Unit Buyer Agreement and after forfeiting the Earnest Money amount for incidental expenses as well as interest towards late payment of instalments, may refund the balance amount without any interest whatsoever within 90 days from the date of receiving of such a request by the Applicant or as per applicable rules & Regulations prescribed in UPRERA.
14. In case the Allottee(s) want to avail loan facility from his/ her/ their employer or financing bodies to facilitate the purchase of said Flat/Unit, the Promoter shall facilitate the process subject to the following: -
 - a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.

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- b) The responsibility of getting the loan sanctioned and disbursed as per the Payment Schedule opted will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Promoter as per schedule, shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the time provisions and Interest shall be payable by the allottee as contained in Clause F (3) as below.
- c) In case of default in repayment of dues of the financial institution/ agency by the Allottee(s), the Allottee(s) authorize the Promoter to cancel the allotment of the said Flat/Unit and repay the amount received till that date after deduction of Earnest Money amount and interest on delayed payments directly to the financing institution/ agency on receipt of such request from financing agency without any reference to the Allottee(s).

E. POSSESSION

- 1. That the vacant and actual physical possession of the Flat/Unit shall be delivered by the Promoter to the Intending Allottee(s) at the time of execution and registration of the sale deed, after receiving all the dues/ charges/ levies/ duties and taxes with respect to the said Flat/Unit covered by Allotment Letter /Unit Buyer Agreement/ Agreement to Sell or any other agreement or documents executed between the 'The Intending Allottee(s)' and 'The Promoter' as agreed by the 'The Intending Allottee(s) to The Promoter'.
- 2. The Promoter shall endeavour to hand over the possession of the Flat/Unit to the intending Allottee(s) within the agreed time period as declared at the time of UPRERA registration. However, an extension of 6 months grace period shall be allowed to the Promoter by the Allottee(s) in case it is required by the Promoter, only after taking the approval from the UPRERA and no penalty shall be payable to allottee for the period extended by UPRERA.
- 3. In case the Promoter is unable to handover the possession of the Flat/Unit to the Allottee(s) within the time period detailed herein above, the Promoter shall be liable to pay the Allottee(s) compensation as under the provisions of the UPRERA subject to the allottee(s), is not in default under any of the terms and conditions and has complied with all the provisions of the Agreement, formalities, documentation etc., specifically with respect to the timely payment of all instalments since the date of booking.
- 4. The Promoter shall offer in writing to the Allottee(s) to take over the possession, occupy and use the said Unit within the stipulated time mentioned in such offer of possession notice, the said unit shall be handed over to the Allottee(s) for his/her/their occupation and use subject to the Allottee(s) having complied with all the terms and conditions of the Application Form/Agreement to Sell/Unit Buyer Agreement and is not in default under any of the terms and conditions and has complied with all the provisions, formalities, documentation etc. as may be prescribed by the Promoter in this regard. The Allottee(s) shall within the stipulated time in the notice, take over the possession of the said unit by executing necessary indemnities, undertakings, documentation and making payment of all the dues/charges/taxes. Any delay by the Allottee(s) in taking the possession after 60 days from the possession due date mentioned in such notice/offer of possession letter, would attract Holding Charges as specified by the Promoter for the delayed period. Further, besides the levy of applicable holding charges, Chowkidari charges, Maintenance Charges, other charges / property tax etc. shall also be paid by the Allottee(s) to Promoter from the possession due date and the said Flat/Unit will be handed over

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to the Allottee(s) on 'as is where is' basis. The Allottee(s) further agree not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.

5. It is understood and agreed that as per the provisions of RERA, the undivided share in the common area of Residential Phase 1, i.e. Purvanchal Royal Atlantis would be transferred to the Association of Allottee(s) and not to the Allottees(s). Therefore, the area difference between the Carpet and Super Area would not be registered to the Allottee(s) of the unit. **The Allottee(s)/intending allottee(s)/ Apartment owners association fully understands and agrees that only the Residential Complex i.e. Phase 1 (Purvanchal Royal Atlantis) of the entire Mixed Land Use Project and all its facilities out of the entire Mixed use Scheme / Undivided share in common areas of Residential Phase 1 Only I.e. Purvanchal Royal Atlantis will be handed over to RWA as per provisions of UP Apartment Act and the Allottee(s)/intending allottee(s)/ Members of Apartment owners association (As and when formed) /any other society or trust are making this application for allotment with clear understanding that he/she/they shall NEITHER have any rights, title, lien, interest, RIGHT TO USE NOR RIGHT TO INGRESS / DIGRESS or will NOT interfere in the day to day working of the commercial complex cum hotel in any manner whatsoever and all the rights , lien, interest & title, complete management with sole & Absolute ownership of the commercial complex cum hotel shall remain with the developer for the lifetime.** The Developer being the sole & absolute owner of the commercial complex cum hotel shall have the absolute & sole rights to sell either, entirely or any part of the commercial complex cum hotel at its sole discretion. Further, I/we fully understands and accept that the area of Approx. 356.33 sqm in Phase 1, i.e. Residential Complex, which is located between the commercial complex cum hotel and residential apartments is earmarked as HARD GREEN AREA for Fire Tender Movement in case of fire emergency (as shown in the approved sanction plans issued by the competent authority, which is understood and acknowledged by me /us at the time of making this application), shall be treated as the ONLY LIMITED COMMON AREA between Residential & Commercial complex cum hotel and the same shall be utilized only in case of Fire emergencies, in any of the building either Residential building or commercial complex cum hotel , when Movement of Fire Tender is Required. Moreover, I/we further understand and accepts at the time of making this application, that in accordance with the bye laws and norms of UPPCB, DG exhaust pipeline and STP ventilation Duct of the Commercial Complex cum Hotel in Phase 2 shall have to pass through Residential Phase 1, i.e., along with pipelines & ventilation duct of Residential Phase 1, therefore, I/ we irrevocably undertake that neither Allottee(s)/ Flat Owners nor Apartment Owner's Association will not make any objections or hassles in this regard anytime in future. The Allottee(s) shall, after taking possession or deemed possession of the said Unit, as the case maybe or at any time thereafter, have no objection to the Promoter constructing or continuing with the construction of Project Buildings or other building(s) adjoining the Unit sold to other Flat/Unit Allottee(s).
6. THAT in case the cost/ value of the Flat booked/allotted is more than Rs.50,00,000 (Rupees Fifty Lac only) or more; in such a case each and every payment made or to be made by such Applicant(s) in whatever mode or manner and whether in lump sum or by way of instalments or in tranches, shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Applicant and the total amount of TDS so deducted shall be deposited by such Applicant to the credit of the Central Govt . The same is being necessitated as it has been mandated through an amendment in the Income Tax Act, 1961, by insertion of a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E

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dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the instalment which is to be paid to the Builder/developer/ Company/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of the Central Govt. The credit of the same shall be reflected in the accounts of the said Applicant once he/she submits the proof of payment of TDS on purchase of property and the buyer/customer/applicant shall issue to the Builder/Developer/Company/seller a TDS Certificate in Form-16B. Considering the same, it is mandatory for the Applicant to have a valid Permanent Account Number (PAN). For further details Applicant may visit "www.incometaxindia.gov.in". Applicant is further requested to mention the address of the Developer on the challan for payment of "TDS on purchase of property".

7. THAT the intending Applicant(s) undertakes that he/she/they will not make any changes in the colour of balconies / external façade / Glass of the external facade or any other external walls of the building, and he/she/they will also not create any kind of permanent construction inside the Flat or install designer ceilings or any kind of coloured glass or any form of temporary or permanent coverages on the balconies of the said flat , which may cause elevational change in the external facade/ outer side of the building, even after execution of Sale deed in its Favor or after handover of residential complex to the Apartment Owners Association.
8. THAT the intending Applicant(s) understands and accepts that after taking the possession of the flat, it will be mandatory to take insurance policy by the Applicant(s) at his/her/their own cost against his/her/their Flat either individually or a group insurance policy of the building. The Developer will not be held responsible for any mis-happening henceforth. The Developer, if so desired by the Applicant(s) may assist in taking the group insurance policy but all kind of expenses in taking the group insurance policy will be borne by the allottees of the building on propionate basis of their respective areas.
9. THAT the intending Applicant(s) understands and accepts that they shall not use the said property hereby allotted, for any purposes which are prohibited or forbidden under any Law for the time being in force or which may be illegal and the Applicant(s) shall also not use the same for any purpose which may likely to cause the nuisance or annoyance to the other occupiers of the floors/ complex/ building of or for any immoral purposes.

F. MAINTENANCE

1. The Intending Allottee(s) upon completion of construction of the said Unit agrees to enter into a separate maintenance agreement with the Developer or any Association / Body of Unit owners or any other nominee / Agency / Association(s) or other Body (hereinafter referred to as 'the Maintenance Agency') as may be appointed / nominated by the Promoter from time to time for the maintenance and upkeep of the said Project/Colony and the Intending Allottee(s) undertakes to pay all the maintenance bills as raised by the Maintenance Agency from the date of completion of Flat/unit / offer for possession / actual possession / sale-deed, whichever is earlier irrespective whether the Intending Allottee(s) is in occupation of the Unit or not. In addition to above the intending Allottee(s) shall deposit non-refundable Interest Free Maintenance Security (IFMS) (Transferable to RWA only after expiry of Defect Liability Period) / Advance Monthly Recurring Maintenance Charges (MRMC) with the Promoter or its

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nominated Agency as and when demanded by them. The Intending allottee understands that AMC for VRV Air Conditioning is not included in the maintenance charges and he/she/they shall pay the AMC over and above maintenance charges, either to the deputed maintenance agency of the complex or to the individual AMC service provider.

2. The Allottee(s) will neither himself do nor permit anything to be done which damages common areas / adjoining Flats / Units, change the internal layout /columns /toilets provisions or violates the rules or bye-laws of the Local Authorities or the Association of the Allottee(s). The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in the rectification from the Allottee(s) said Security along with liquidated damages equivalent to such amount incurred. In case said Security is insufficient to meet such expenditure or losses then the Promoter shall be entitled to raise demand against it which shall be strictly payable by the Allottee(s) within 30 days of such demand. However, in such an event Allottee(s) shall make further payment to maintain required balance of said Security as applicable. The Allottee(s) shall always keep the Promoter and its representatives indemnified in this regard.
3. The Allottee(s) shall not put up any name or sign board, neon light, publicity or advertisement material, hanging of clothes etc. on the external facade of the building or anywhere on the exterior of the building or common areas in which his/ her/their Flat/Unit is, unless mutually agreed in writing.

G. DUTIES & TAXES

1. The expenses for stamp duty etc. for execution of any legal document such as Agreement to Sell / Unit Buyer Agreement, Sale Deed etc. Legal fee and other miscellaneous charges and registration Fees etc. shall be borne by the Allottee(s) Only. Any penalty/fine for the delay in execution / registration of Legal Document will be solely borne by the Allottee(s) only.
2. GST or any other third party/ statutory taxes, fees, charges, etc. or any other Indirect Tax, if any, imposed on the Promoter in future, by the government, shall also be paid by the Allottee(s), in addition to the 'Cost of Unit and other charges' signed and agreed in the Allotment Letter / Unit Buyer Agreement/Agreement to Sell.

H. CORRESPONDENCE

1. The intending Allottee(s) shall get his/her/their complete address registered with the Promoter at the time of booking and it shall be his/her/their responsibility to inform the Promoter by registered letter about all subsequent changes, if any in his/her/their address. **In case the Allottee(s) is residing outside India, he/she/them shall be solely responsible to comply with the necessary formalities of Foreign Exchange Management Act, 1999** and other applicable laws regarding remittance of payments and .required declaration as prescribed in law, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her/them at the time when those ordinarily reach such address, and the intending Allottee(s) shall be responsible for any default in payment and loss suffered by the Promoter and such other consequences that arise due to the above.
2. In the case there are joint intending Allottee(s), all communication shall be sent by the Promoter to the intending Allottee(s) whose name appears first and at the address given by him/her/them which shall for all purpose be considered served on all the intending Allottee(s) and no separate communication

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shall be necessary to the other named intending Allottee(s) and the intending Allottee(s) has agreed to this condition of the Promoter.

I. FORCE MAJEURE

1. The intending Allottee(s) understand(s) / agree that the sale of the Residential is subject to force majeure clause which inter alia includes delay on account of non-availability of steel and/ or cement or other building materials, or water supply or electric power or slow down or strike or due to a dispute with the construction agency employed by the Promoter, civil commotion or by the reason of war, or enemy action or earthquake or any act of the GOD or if non delivery of possession is as a result of any notice, order, rule or notification of the government or any other public or competent authority or for any other reason beyond the control of the Promoter and in any of the aforesaid events, the Promoter shall be entitled to a reasonable extension of the time for delivery of possession of the said premises. The Applicant agrees that the development of the project is subject to force majeure conditions which includes, but is not limited to:

- Acts of God i.e., landslide, fire drought, flood, earthquake, epidemics, natural disasters, etc.
- War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project or hamper supply of raw materials for construction, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labour unrest, invasion and terrorism;
- Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
- Any change in applicable laws adversely affecting the development of the Building / the said Project;
- Other cause beyond the reasonable control of the Developer or its agent or not directly attributable to any wilful act or omission of the Developer and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Flat.

2. The Promoter, as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment, or if the circumstances are beyond the control of the Promoter, if so warrants, may suspend the scheme for such a period as it may consider expedient and no compensation of any nature, whatsoever can be claimed by the allottee(s) for the period of suspension of the scheme.

J. GENERAL

1. THAT the Applicant(s) understands that he/she/they shall have undivided proportionate share in the Common areas and Land area corresponding to Only Phase 1 of the entire mixed Land Use i.e. the Residential building/project (Purvanchal Royal Atlantis) only, which shall mean such common areas, facilities, equipment and spaces in the Residential Phase-1 of the Project (Purvanchal Royal Atlantis) which are meant for common use and enjoyment of all the occupants of the Residential Project except for open car parking space of the project & Vacant / Un-Allotted car parking space in

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all the two basements & surfaces if any, the terrace of the building, or any other spaces of the project and except for what is allotted to the Applicant(s) as per this application form in the said building. Since the share/interest of allottee in common areas is undivided and cannot be divided or separated, the allottee(s) shall only have the right to ingress in such common areas and use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further, the allottee(s) fully understands at the time of making this application that both the projects i.e. Phase 1 – Purvanchal Royal Atlantis and Phase 2 – Commercial complex cum hotel are absolutely independent projects with separate entry and exits and accordingly the allottee(s) or its legal heir shall have no right, Interest, title, or undivided share of any kind whatsoever in the commercial complex cum hotel or its Land. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the other Flat or in the operation and management of any other commercial space except for what is allotted to the intending allottee(s) and including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture operation and management or any other mode including transfer to Govt.; Semi-Govt; or any other authority, body or any person, institution, trust and /or any local bodies which the Developer may deem fit in its sole discretion.

2. That the Applicant & Co-Applicant(s) (if any) will have equal share in the Flat and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, in case a loan has been availed. Similarly, in a divorce case or where a dispute arises between the Applicants, the booking will continue only after providing consent in writing by both the Applicant(s) and No Objection Certificate from the concerned bank, if a loan has been availed. The interest over the delayed payment shall be charged, and the dispute whatsoever stated above shall not give any effect to the same. In all the above said circumstances there will be a time limit of maximum upto 3(three) months and thereafter the Developer can cancel the said booking/allotment and the Applicant(s) shall have no claim or right whatsoever except to claim for the refunds of the amounts as deposited, and in such cancellation, there will be a deduction of 10% of the cost of the Flat along with Interest. For the refund in said cases as stated above, consent of both the Applicant(s) shall be necessary otherwise the amount shall be refunded in equal share between all the Applicant(s).
3. THAT there will be defect liability period of 60 months from the date of handing over possession or from the date of issuance of Completion Certificate whichever is earlier. The defect liability shall be limited to the defect in construction only (i.e. only structure related defects) however, air cracks in plaster masonry, seepage, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought equipments/appliances, the Developer shall co-operate with the applicant(s) to sort out the issues, but the developer shall not be held accountable in any manner whatsoever in this regard. Only such defects of workmanship and quality that would in the ordinary course lead to the

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Signature of the Applicant(s)

breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under defect liability ("Defect Liability"). The Allottee(s) further confirm and agree that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. The Allottee(s) also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, I/we agree that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.

I/We hereby confirm and agree that all fittings, fixtures, whatsoever like, Lifts, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the individual unit owner alone. **Intrinsically breakable, degradable or Natural items like tiles, stones, Marbles (Indian / Imported/Italian Marble), granites wooden items, glass, iron grills, aluminium items, façade, doors, windows, Modular Switches / Electrical fixtures & fittings, if any, and all kind of Toilet fittings (CP fittings & Sanitary Ware) and such like shall also not be covered under Defect Liability.**

4. That the Applicant(s) and his family members have the right to visit and inspect the premises during the course of construction after seeking prior written consent of the Developer. During the course of such inspection, the Developer shall not be held liable for any loss/cost/damages/hurt or any other expenses caused due to such visit by the Applicant(s) or his family members accompanying him, if any, on account of any accident that may occur at the time of inspection during the constructions or after constructions.
5. It is specifically understood by the Intending Allottee(s) that upon execution, the terms and conditions as set out in the Unit Buyer Agreement/Agreement to Sell shall compliment/supersede the terms and conditions as set out in this Application Form,
6. It is abundantly made clear that in respect of all remittances, acquisition/ transfer of the said Unit it shall be the sole responsibility of 'intending Allottee(s)' to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfil its obligations under this Application / Allotment Letter/ Agreement to Sell/Unit Buyer Agreement. Any refund, transfer of security if provided in terms of the Agreement to Sell / Unit Buyer Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999

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Signature of the Applicant(s)

as amended from time to time. The Intending Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility in this regard.

7. That the intending Allottee(s) has declared to the Promoter that he/she/they have all the legal rights to own/ occupy property in India, on the basis of which this application has been submitted by him/ her. In case the property goes out of possession of the intending Allottee(s) after its allotment, if any, or any liability/ damages are imposed due to the mis-statement of the intending Allottee(s) then only the intending Allottee(s) shall be responsible for the same without any liability of the Promoter.
8. That the rights and obligations of the parties under or arising out of this Application shall be construed and enforced in accordance with the laws of India.

K. INDEMNIFICATION

The Allottee(s) shall indemnify and keep the Promoter, its Agents, Employee(s), Representatives, Estate & effect indemnified and harmless against all actions, proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the Promoter, by reason of any breach or non-observance, non-performance of the terms & conditions contained herein by the Allottee(s) and or due to non-compliance with any rules, regulations, laws as may be laid down by any Authority/Department/Government and or non-payment of municipal taxes, charges and other outgoings in respect to the said Unit. The Allottee(s) agrees to pay such losses on demand that the Promoter may or likely to suffer. This is in addition to any other right or remedy available to the Promoter.

L. JURISDICTION

All the disputes including all matters shall be subject to sole arbitrator appointed by the clause prevailed under Arbitration & Conciliation Act of 1996 whose award shall be final and binding on both the parties and the seat of the Arbitrator shall be at Lucknow only. All expenses including arbitrator's fee shall be borne by the allottee(s)/ purchaser. The jurisdiction of **Lucknow Courts** only shall have the jurisdiction.

M. DECLARATION

I/We declare that I/We have been explained everything related to the above terms and conditions in the language known to me/us. Also, I/We have agreed to abide the rules and regulations of the Promoter and shall pay further instalments of the sale price including other charges demanded by the Promoter within the stipulated time period.

Name of the Applicant(s)

Signature of the Applicant(s)

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2. _____

Date: _____

Date: _____

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Signature of the Applicant(s)

FOR OFFICE USE ONLY

Check List for Application Form

Project: PURVANCHAL ROYAL ATLANTIS, LUCKNOW

Flat No.		Tower No.	
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- 1. Photograph of Sole /First Applicant(s):
- 2. Photograph of joint Applicant 1 (if applicable):
- 3. Photograph of joint Applicant 2 & 3 (if applicable)
- 4. Two extra Photographs of all Applicants for sale agreement
- 5. Basic Sale Price & other charges calculation checked
- 6. Possession/other charges checked
- 7. Signatures of Applicant(s) on every page checked
- 8. KYC documents completed
- Remarks:
- 9. Is customer interested for loan (Yes/No):
- 10. If yes, which Bank/Financial institution
- 11. Any other condition (Please specify):
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- 12. Additional offers given (Please specify):
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Signature of Applicant(s)

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Signature of the Applicant(s)