



Sector-J (Extn.), Jankipuram
Off Kursi Road, Lucknow

APPLICATION FORM

PLOT / VILLA

APPLICATION FORM

To,

ORO Constructions Pvt. Ltd.
503, 5th Floor, Eldeco Corporate Tower,,
Vibhuti Khand, Gomti Nagar, Lucknow.

Subject : Application for allotment of a Plot/ Villa in the Project namely "**ORO CITY EXTENSION**" situated at Sector-J (Extn.), Jankipuram, off Kursi Road, Lucknow.

Dear Sir,

I/We hereby apply for the allotment of a residential Plot/Villa as per details given below (hereinafter referred to as "Said Unit"), in your residential Project namely "**ORO CITY EXTENSION**" (hereinafter referred to as "Project") situated at Sec.-J (Extn.), Jankipuram, Off Kursi Road, Lucknow being developed by ORO Constructions Pvt. Ltd. (hereinafter referred to as "**Company**").

I/We request for allotment of the Said Unit in the Project, as per terms and conditions of the offer for allotment of the same, and on payment of the basic price thereof in accordance with the (A) Down Payment Plan/(B) Construction Linked Payment Plan. In the event of Company agreeing to allot Said Unit to me/us, I/we agree to pay installments/Down Payment of basic price and all other charges as stipulated in this Application, Allotment Certificate & Agreement, and Maintenance Agreement etc. and as per the payment plans explained to me/us by the Company. I/We have understood the same and have agreed to abide by the same. The project is being developed under consortium agreement with landowner M/S Ajit constructions & others. All the owners have authorized company to book the properties in favor of individual buyers & receive the consideration cost.

I/We are fully aware that the allotment of Said Unit is not guaranteed and the same is at the sole discretion of the Company. The Company has an absolute right to reject the application/ withdraw the offer without assigning any reasons thereof. In case of rejection of application and /or withdrawal of the offer, Company will only be liable to refund the application money without any interest/penalty/ damages/costs etc.

I/We have clearly understood that this application does not constitute any offer of allotment or allotment or an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of the Said Unit not with standing the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. I/We are making this application with the full knowledge that the development work of Project is under process. I/We irrevocably consent that if for any reason, including non-development, the Company is not in a position to finally allot Said Unit applied for, I/We would like to have refund of the amount deposited without any interest/penalty/damages/costs etc.

I/We further undertake to sign & execute Allotment Certificate and Agreement; Maintenance Agreement etc. as and when desired by the Company on Company's standard format and abide by the terms and conditions stipulated therein. I/We, in the meantime have studied and signed the Terms and Conditions of the Allotment attached to this application form, and agree to abide by the same.

I/We further accept and confirm that the Allotment is subject to timely payment of installments and other charges as per the payment plan, opted by me/us in respect of the Said Villa as well as amount payable under the Maintenance & Other Agreements etc. I/We agree that non-payment/ delay in payment of any such amount gives full authority and power to the Company to cancel the Allotment and forfeit the Booking Amount/Earnest Money or charge interest against the delay payment, for which I/We shall not raise any kind of objection, in such case the Company may allot the Said Unit to anyone else or do as it deem fit.

I/We have made this application for the allotment of Said Unit with best of knowledge and subject to all the Acts/laws/notifications and rules applicable to the Project in general and Said Villa in particular which has been explained by the Company and understood by me/us.

Please find enclosed herewith a sum of Rs. _____ (Rupees _____)

in cash/cheque/draft no. _____ dated _____ drawn on _____ bank being the booking amount.

I/We have perused the price list and agree to pay the installments/payments as stipulated/demanded by the Company as per (A) Down Payment Plan and (B) Construction/Development Linked Payment Plan, opted by me/us and as per the terms and conditions of allotment.

MY/OUR PARTICULARS ARE AS BELOW:

- | | | |
|---|------------------------------|------------------------------|
| 1. Applicant's name: _____ | <div>1st
Applicant</div> | <div>2nd
Applicant</div> |
| 2. Father's/Husband's/Director/Partner/Authorized Signatory name: _____ | | |
| 3. Co-applicant's Name: _____ | | |
| 4. Father's/Husband's/Director/Partner/Authorised Signatory name: _____ | | |
| 5. Mailing address: Tel.:(R) _____ (O) _____ Mobile: _____ email: _____ | | |
| 6. Office address: _____ | | |
| 7. Permanent address: _____ | | |
| 8. Name/address of Guardian (in case of minor): _____ | | |

1st Applicant



2nd Applicant

9. Relationship with Minor:

10. Income Tax PAN No/GIR No/Form 60. : _____

First applicant: _____

Second applicant: _____

Residential Status: Resident / Non Resident Indian/People of Indian Origin. _____

Identification Proof: Copy of Passport / Election Card / PAN Card / other _____

UNIT DETAILS

Plot/Villa No. _____ Type of Plot/Villa _____

Plot Area (Approx) _____ sq mtrs. (_____ sq ft.) Builtup Area _____ sq mtrs. (_____ sq ft.)

Preferential Location _____ Preferential Location Charges _____ %

Basic Cost Plot/Villa Rs. _____ Plot Cost Rs. _____

Total Basic Cost of Plot/Villa: Rs. _____ (Rs. _____)

Payment plan Opted : Down Payment Plan (Plan A)/Development/Construction/ Linked Payment Plan (Plan B)

Service Tax Applicable as per Govt. Norms

Signature: Applicant: _____

Co-applicant: _____

Signature of Guardian (in case of minor): _____

DECLARATION:

I/we the aforesaid Applicant(s) do hereby declare that my/our application for allotment is irrevocable and that the particulars given above are true and correct and nothing has been concealed there in. In case of any false or misleading information provided by me/us, the Company shall be entitled to reject the application/cancel the allotment and forfeit the amount deposited by me/us. Further, I/We hereby undertake to inform the Company of any change in the above information, till the Said Villa is allotted or is duly registered in my/our name(s), and understand that any failure on my/our part to do so will give the absolute right of rejection of application to the Company and forfeiture of the amount deposited by me/us.

Yours faithfully

(Signature of the Applicant)

(Signature of the Co Applicant)

Name: _____

Name: _____

Date: _____

Date: _____

Place: _____

Place: _____

Note:

1. Kindly sign all pages.
2. Strike out wherever applicable
3. Use additional Sheets, if necessary.
4. In case the cheque comprising booking amount is dishonored due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant(s).
5. Person signing the application on behalf of other person/ firm/ body corporate shall file his/ her authorization / Notarized copy of Power of Attorney/ Certified copy of Board Resolution duly attested by a First class Magistrate/Notary Public.

FOR OFFICE USE ONLY

Mode of booking: _____ Direct / Agent _____

Location booked: _____ Date of booking: _____

Dealing executive: _____ Checked / verified by: _____

1st Applicant



2nd Applicant

PROCEDURE AND INDICATIVE TERMS & CONDITIONS OF ALLOTMENT

The following terms and conditions of allotment are indicative with a view to make the Applicant(s) fully aware regarding financial terms, nature of title/ownership and other aspects of the Project. These terms and conditions will also be incorporated in the Allotment Certificate & Agreement, Maintenance Agreement etc. and the Applicant(s) is required to sign the same at appropriate time in the prescribed format of the Company, and as & when required by it.

A. DEFINITIONS

“Basic Infrastructure Work” shall means the internal roads connecting the Said Unit to the public road, provision of Sewer line / Water supply line / Electricity line / Storm water drains outside the Said Unit.

“Common Areas” means the internal roads, utility corridor, landscaping, greenary and green spaces to be provided by the Company in the Project as per sanctioned lay-out. .

“Common Facilities” include the main gate, street lighting, security system, sewer system, water supply system, drainage system, water harvesting system, pumping system and any other system for common usage of all Allottee/s of the Project.

“Chowkidari/Safe Keeping Charges” means the charges towards guarding the Said Unit against encroachments/trespassing by the third party(ies), in case Allottee(s) fails to take actual & physical possession of the Said Unit after expiry of the period mentioned in offer of possession. It does not include guarding or safekeeping of fitments and materials used in the Said Unit.

“Project” means a residential township **“ORO CITY EXTENSION”**, to be developed by the Company on land admeasuring 25 acres approximately, consisting of plots, villa/s, residential apartment building, commercial premises, etc. and any other building as may be approved by the Lucknow Development Authority (“LDA”).

“Earnest Money” means an amount equivalent to 20% of the Basic Price of the Said Villa.

“Holding Charges” means the administrative expenses of the Company to hold the Said Unit, if the Allottee(s) fails to take actual & physical possession of the Said Unit after expiry of the period mentioned in offer of possession.

“Malba Charges” means the charges to be incurred by the Company towards removal of the debris and other construction material that may be dumped by the Allottee(s) within the Project and/or are adjoining the Said Unit, while carrying out construction thereon.

“Prime/Preferential Location” means Unit(s) facing or abutting green areas, and corner Unit(s) and any other location as may be specified/designated as Prime/Preferential Location by the Company. .

“Person” means any individual, Company, corporation, partnership, government or governmental authority or agency or any other legal entity.

B. ALLOTMENT

1. The allotment of Said Unit will be on the basis of Application Form, wherein, applicant(s) has/have indicated the location, size & type of the Unit being required. The application is to be accompanied with the booking amount, as per the payment plan, by an account payee cheque or draft favouring **“ORO CONSTRUCTIONS PVT. LTD.”** payable at Lucknow.
2. In case of application is made by a limited companies, bodies corporate, trusts, etc., a certified copy of the Board Resolution / the relevant authority letter, as the case may be, and a certified copy of the Memorandum and Articles of Association and/or bye-laws, where applicable must be lodged separately unless specifically agreed in writing, with or without such terms & conditions as the Company may deem fit.
3. It is only after applicant(s) signs and execution of the Allotment Certificate & Agreement on the Company’s standard format agreeing to abide by the terms and conditions laid down therein; the allotment shall become final and binding upon the Company. If however, applicant fails to execute and return the Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company, due to any reasons whatsoever then Allotment shall automatically be treated as cancelled and the Booking Amount/Earnest Money paid by the applicant/Allottee(s) shall stand forfeited. Further, this allotment will be automatically cancelled, if the booking amount cheque is not realized on its presentation with Bank.
4. The Applicant(s) has/have applied for the Said Unit with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and in particular the terms and conditions of allotment of the Unit by the Company and has clearly understood his/her/their rights, duties, responsibilities, obligations in respect thereof & there will be no further investigation or objection by applicant(s) in this respect.
5. The Applicant(s) acknowledges that the Company has provided all the information, documents and clarifications as required by the Applicant(s) and that the Applicant(s) is/are fully satisfied in all respects with regard to the rights, title and interest of the Company in the land on which the Project is being developed, and have understood all limitations and obligations of the Company in relation thereto. 6. The Company’s sale brochures/ Advertisement(s) and other sale document(s) are purely conceptual and are not a legal offering. Further the Company reserves the right to add/ delete/modify any such details/ specifications etc.

C. PAYMENTS

1. (a) Timely payments as indicated in the Payment Plan is the essence of the allotment. If any installment / payment as per the schedules is not paid, when it becomes due, the Company will charge interest @ 15 % p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the allottee(s) and the allottee(s) shall have no lien on the Said Unit. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, without prejudice to Company's rights as aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest @ 18% per annum on the delayed amounts along with restoration charges as per the Company policy and restore the allotment of the Said Unit. In case the Said Unit has not been allotted to some one else, an alternate Unit, if available, may be offered in lieu of the same.
- (b) It is clarified that in default case, if part of the payment is received from Allottee(s), such payment will be first adjusted against the interest on delayed payments till date and then sequentially against the earliest payment due. If after such adjustment there still remain some defaults of more than 3 months, it will be a fit case for cancellation of allotment.
- (c) The refund after deduction of Earnest Money and adjustments of interest accrued on delayed payments, if any, shall be out of the sale proceeds from the re-allotment of the Said Unit. If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay.
- (d) The payment will be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company is not obliged to inform the Allottee(s) in case of dishonor of his/her cheque. The Allottee(s) shall be responsible for the delay caused due to such reasons.
2. (a) For Plots/Villas (Unit) at Prime/Preferential Location, Prime/Preferential Location Charges (hereinafter referred to as "PLC"), as applicable, shall be payable by the Allottee(s).
- (b) The Allottee/s has specifically agreed that if due to any change in the layout plan, the Said Unit ceases to be in a Prime/Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last installment as stated herein in the payment plan. If due to any change in the layout plan, the Said Unit becomes located at Preferential Location, then the Allottee(s) shall be liable and agrees to pay as demanded by the Company additional PLC as applicable.
3. In case Allottee(s), at any time, requests for cancellation of the allotment of Said Unit, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc after adjustments of interest accrued on delayed payments (if any) provided that the basic price of Said Unit (as applicable then), upon its re-allotment to any person(s), is received. If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay.
4. In-case the Allottee(s) wants to avail the loan facility from his/her/their employer/ financial institutions/agency to facilitate the purchase of the Said Plot/Villa (Unit), the Company shall facilitate the process subject to the following:
 - a) The terms of the employer/ financial institutions/agency shall exclusively be binding and applicable upon the Allottee(s) only.
 - b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule 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 Company, as per schedule, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by time provisions contained in Clause 1 as above.
 - c) In case of default in repayment of dues of the employer/financial institution/agency by Allottee(s), the Allottee(s) authorize the Company to cancel the allotment of the Said Unit and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to employer/financial institution/ agency on receipt of such request from financing agency without any reference to Allottee(s). Upon such cancellation, the allottee(s) shall have no right, interest, lien in the Said Unit. The refund to the employer/ financing institution/agency and the Allottee(s) (after deductions/adjustments amounts as aforesaid) shall be governed by the provisions provided in Clause 1 above.
 - (d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee(s) request subjected up-to-date payments of all dues.

D. DEVELOPMENT/CONSTRUCTION WORK OF THE UNIT (PLOT/VILLA)

1. Construction/Development work of the said unit is likely to be completed within _____ months with a grace period of 6 (Six) months subject to :
 - (a) **PLOT** : Subject to timely receipt of the entire cost & other payment as per the terms of allotment and Subject to Force Majeure (defined here in after).

(b) **VILLA** : Subject to the receipt of requisite building plans/other approvals permission from the concerned authorities; Force Majeure conditions; (defined hereinafter); restraints or restrictions from any courts/authorities; non-availability of building materials; disputes with contractors/work force etc. and circumstances beyond the control of the Company & also subject to timely payments by the Allottee(s) in accordance with the terms herein contained. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over of possession on account of the aforesaid reasons.

However, if the Allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the complete schedule shall remain unaffected.

2. In case the Said unit is omitted due to change in the plan or the Company is unable to allot or hand over the same to the Allottee(s) for any reason, whatsoever, beyond its control including force majeure conditions (defined hereinafter), the Company may offer an alternate Unit approximately of the same type/specification and in the event of non-acceptability by the Allottee(s) or non-availability of alternate Unit, the Company may refund only the actual amount received from the Allottee(s) till then and shall not be liable to pay any damages/compensation or interest to the Allottee(s), whatsoever. The Allottee(s) irrevocably agrees not to raise any dispute/ demand/ claim against the Company on account of not providing the Said Unit or alternate Unit.
3. The Allottee(s) acknowledges that subject to the terms and conditions of this Application Form/Allotment Certificate & Agreement, in case of any delay (except for Force Majeure conditions (defined hereinafter), and conditions as mentioned in clause D1) by the Company in completion of construction of the Said Unit and consequently there is delay in offer of possession of the Said Unit, the Company shall pay suitable compensation @ Rs. 25/- (Rupees Twenty Five Only) per sq. mtr of the plot area of the Said Unit per month or any part thereof only to the first named Allottee and not to anyone else till the date of FDN, provided the Allottee(s) is not in default/breach of the terms and conditions set out in the Allotment Certificate & Agreement. The Allottee(s) agrees and confirms that the compensation herein is mutually negotiated and is a just and equitable estimate of the damages which the Allottee(s) may suffer and the Allottee(s) agrees that it shall have no other right, claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of sale deed of the Said Unit, to the Allottee(s) first named.
4. The final area of the Said Unit (Plot area/builtup area) will be intimated after final physical measurement. In case of variation in actual area vis-à-vis allotted area, varies upto 10%, then the difference in price will be calculated at the rate prevailing at the time of allotment of Said Unit and in case Plot/Built-up area varies beyond 10% then the current rate shall be applicable on the varied area over & above to 10%. It is clarified that neither party is liable to pay the any interest on amounts so calculated which shall become payable at the time of offer of possession. If the area variation is within 1% of the originally allotted area, nothing shall become payable by either party.
5. The built-up area of the Said Unit shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common with an adjacent Villa. Built-up-area will (include 100% of balcony area, 100% of that part of the terrace) area which is covered by projection at slab level, and 50% of all projections.
6. (a) The layout plan in respect of the Project as shown in the sales literature may be revised at the discretion of the Company without any objection from the Allottee(s). The lay-out plan may be revised due to technical, regulatory or any other reasons, and if due to the said revision, the location, boundaries, Plot/Built-up area of the Said Villa is changed, the Company shall be liable only for cost adjustments arising out of area variations as above mentioned and PLC adjustments.
(b) The specifications as shown in the specification sheet are indicative only and that the Company may on its own provide additional /better/substitute specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to any reason like technical reasons or due to the popular demand or for the reasons of overall betterment of the Project/Said Villa or reasons of non availability. The proportionate cost of such changes will be borne by the Allottee(s) and there shall be no objection or claim in this regard from the allottee(s).
(c) The Allottee(s) acknowledges that the Project is under construction and in such case the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas, as the Company may deem fit in its sole discretion in the interest of the /Project/Said Unit or if the same is required by the concerned authority.
7. Service Tax, swatch bharat tax, labour cess, etc. on Said plot/Villa/PLC/Other Charges and/or construction/development of the Project/Said Villa shall be charged and borne by the allottee(s) over and above Basic Price. The service tax/ swatch bharat tax/ KKC etc. as mentioned in the allotment certificate & agreement is subject to change, in case of any revision in by Central/state Government.
8. In Villas, Company within the agreed consideration shall complete structure, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.). The Said Villa shall, in particular, comprise of specifications as mentioned in the Specification Sheet. It is clarified that no woodwork or cabinets will be provided in the Said Villa.
9. The Applicant shall carry out the construction on the Said Plot in accordance with the plans and specifications approved by the appropriate authority. The Applicant shall comply with all laws, rules, regulations and building byelaws applicable to the construction on the said Plot and comply with the time frame, if any, stipulated by the concerned authorities for completing the construction/development thereon. The Applicant shall apply and obtain the approvals of its own cost and expenses.
10. The Applicant shall be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-complicable laws and rule with regard to construction on Said Plot/extension of Villa and shall keep the Company harmless and

indemnified from the consequences of non-compliance.

11. The applicant shall any carry out construction on said plot/extension of said Villa in such a manner that it shall not cause or nuisance to other occupants/shall not obstruct or block the common areas of the project/shall not dump the construction material debris in the common areas of the project.
12. The applicant agrees and understands that the facilities viz. club, community centre, shops, commercial, premises etc., if any, will be developed/provided in phases and the completion of construction/provision of all these facilities may go as long as the completion of the entire Project depending on the market conditions and therefore some/all these facilities may not be available at the time of handing over possession of the said unit as such the same shall not be deemed to be non completion on the part of the Company and the Applicant agrees not to raise any claim, dispute etc. in this regard.
13. Extra cost towards the following facilities shall be payable by allottee:-
 - i) The cost of External Development charges payable to Lucknow Development Authority (LDA), shall be charged extra.
 - ii) Expenditure on the provision of telephone system, security system, LPG piped gas system, intercom system or any other common facility/service provided by the Company shall be proportionately borne by the Allottee(s).
 - iii) The cost of External Electrification of the Project, which includes proportionate cost of sub station, cost of deposits/charges paid to the authorities, cost of external supply cables, cost of transformer, main electrical panel and cost of cables up to the Said Villa shall be paid by the Allottee(s) on proportionate basis.
14. The Company's responsibility to rectify any construction defect in the Said Villa is restricted only for period of one year from the Possession Due Date of the Said Villa. However, no compensation shall be payable by the Company for the losses, if any, incurred by the Allottee(s) due to such defects. Provided further that if any defect is found to have been caused due to negligence of the Allottee(s) or his/her/their agent(s) or due to Force Majeure Conditions (defined hereinafter), then the Company shall not be liable for the same.

E. POSSESSION

1. After the completion of construction of the Said Villa excluding the Final Finishing (defined herein below)/completion of development work in the area of said plot. Company shall issue a written offer of possession/Final Demand Notice (FDN) to the Allottee(s). Final Finishing of the Villa means & includes painting, polishing (internal & external), fixing of CP fitting, fixtures, electrical switches, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee(s) that the Final Finishing of the Said Villa will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
2. (a) The possession of the Said Unit will be given after execution of Transfer/Sale Deed, subject to (a) Force Majeure Conditions (defined hereinafter), and, (b) Payment of all the amounts due and payable by the Allottee(s) upto the date of such possession including Interest Free Maintenance Deposit (IFMS) (defined hereinafter), Monthly Recurring Maintenance Charges (MRMC)(defined hereinafter), stamp duty and other charges etc. to the Company.
(b) The Allottee(s) has to make up- to- date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, The Allottee(s) has to take possession of the Said Unit within 90 days of the written offer of possession or Final Demand Notice (hereinafter referred to as "Said Period") from the Company failing which the Said Unit will lie at the risk & cost of the Allottee(s). In other words, possession of the Said Unit shall become due on the date of expiry of the Said Period (hereinafter referred to as "Possession Due Date"). The Allottee(s) understands & agrees that the IFMS, MRMC Holding charges, Chowkidari charges, other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession which ever is earlier, whether or not the Allottee(s) takes possession of his/her/their Said Unit.
(c) In the event of Allottee(s) fails to take over the possession of the Said Unit beyond 3 (three) months from the Possession Due Date, then besides the levy of applicable Holding charges, Chowkidari charges, IFMS, MRMC, other charges etc. the Said Unit will be handed over to the Allottee(s) on "as is where is" basis. The Allottee(s) further agrees not to raise any claim, dispute etc in this regard at any time (present or future) whatsoever.
3. The Allottee(s) upon taking possession of the Said Unit, shall not raise any dispute and/or make any claim, whatsoever, in respect of the Said Unit against the Company and shall be entitled to use and occupy the Said Unit for residential purposes without any interference but subjected to the terms and conditions, stipulations contained herein, provided the Allottee(s) has cleared all dues and the Sale/Transfer Deed has been executed and registered in his/her/their favour.
4. In case of Allottee(s) failure to take possession of the Said Unit after Possession Due Date then he/she/they shall be liable to pay Holding/Chowkidari Charges @ Rs. 15 per sqmt. per month of the Plot Area of the Said Unit till the date of actual possession of the Said Unit.
5. The Allottee(s) agrees and undertakes to sign the standard format of Possession document(s), Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee(s) shall pay charges towards insurance, IFMS, MRMC, stamp duty and other charges etc. at the time of offer of possession/FDN.
6. The possession date of the Said Unit as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment(s) and other charges under various heads mentioned herein shall become due immediately.

7. The Allottee(s) shall pay in respect of his/her/their Said Unit all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro-rata basis from the Allottee(s).

F. MAINTENANCE

1. On offer of possession of Said Unit, an Interest-Free Maintenance Security (herein "IFMS") toward the maintenance and upkeep of the Said Unit/Project shall be payable by the Allottee/s to the Company. The amount to be deposited as IFMS will be intimated to the Allottee/s by the Company. The IFMS shall become payable within 30 days from the date of offer of possession by the Company, whether or not the allottee/s takes possession of his/her Said Unit. In case of delay in payment of IFMS within this period, interest @ 15 % p.a. shall be charged for the period of delay.
2. The Allottee(s) upon the of possession agrees to enter into a maintenance agreement with the Company or any association / body of Plot/Villa owners or any other nominee/agency/association(s) or other body as may be appointed / nominated by the Company (hereinafter referred to as "the Maintenance Agency") from time to time for the maintenance and upkeep of the Project.. However, failure on the part of Allottee(s) to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the Maintenance Charges and other related charges etc.
3. Commencing from the date notified by the Company for taking over possession of the Said Unit, as aforesaid, the Allottee(s) agrees to pay to the Company or its maintenance agency, Maintenance Charges/IFMS to be determined at the said time on the basis of size of the Said Plot/Villa (Unit). The Allottee(s) understands & agrees that the Maintenance Charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on Maintenance Charges and outsourced services shall be on the Allottee(s).
4. The Allottee(s) is liable to pay monthly/quarterly/yearly Maintenance Charges as intimated/demanded by the Company/ Maintenance Agency, irrespective of the fact whether the allottee(s) is in occupation of the Said Unit or not ,within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly Maintenance Charges, interest @ 15 % p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. In case of failure of the Allottee(s) to pay the Maintenance Charges on or before the due date, the Company shall have the right to recover the same from the IFMS. However, in such a case interest @ 15 % p.a. will be payable by the Allottee on the deficit amount of IFMS, from the date of its withdrawal till the date of its replenishment to the required amount of IFMS. Further, if the IFMS falls insufficient for the recovery of Maintenance Charges, the Company / Maintenance Agency in addition to levy of interest @ 15 % p.a. for the period of delay shall also reserves the right to deny the Allottee(s) maintenance services and the Company/ Maintenance Agency /Allottee's Association will be entitled to effect disconnection of services to defaulting allottee(s) that may include disconnection of water/sewer, power and power back up, piped gas supply etc. and debarment from usage of any or all common facilities within the Project. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee/s.
6. The Company/Maintenance Agency shall maintain the Project till its maintenance is handed over to the Allottee/s Association or for a period of 1 year from the date of offer of 1st possession, whichever is earlier. The Company is not bound to maintain the Project beyond a period of one year from the date of offer of possession as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc in this regard. If the Allottees Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Plot to the Allottee/s and discontinue maintenance of the Project. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. However, the Company may manage the maintenance & upkeep of the Commercial Complex even after the said period of One year (as aforesaid) and in such an event, the Company shall retain IFMS and levy Maintenance Charges till such time the maintenance is not handed over to the Allottees Association any agency nominated by company. Further, it is clarified & understood by the Allottee/s that it will not be Company's obligation to handover the maintenance within the prescribed timeframe.
7. The Allottee/s will neither himself do nor permit anything to be done which damages Common Areas/facilities, adjoining Plot/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses then the Company 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 IFMS as applicable. The Allottee/s shall always keep the Company indemnified in this regard.
8. It shall be incumbent on each allottee to form and join a common Association comprising of the Allottees for the purpose of management and maintenance of the Project.

9. The common lawns and other common areas in the Project shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
10. The Allottee(s) or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.
11. The maintenance of Said Villa including walls and partitions, sewer, drains, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee(s) from the date of possession or Possession Due Date, whichever is earlier.

G. TERMS OF LUCKNOW DEVELOPMENT AUTHORITY (LDA)/ OTHER COMPETENT AUTHORITY (IES)

1. The Allottee(s) shall pay to the Company on demand, such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, cess fee, etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Project/Said Villa or any construction carried thereon by virtue of any notification or amendment in the existing laws including any increase in the External Development Charges (EDC), , water charges, water & sewer connection charges or levy of any additional charges payable to LDA/Other Competent Authority(ies) or any other taxation, on pro-rata basis.
2. The Company shall be responsible for providing Basic Infrastructure Work. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Project to be connected to the internal services are to be provided by LDA/Other Competent Authority(ies). The Allottee(s) acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/LDA/other Competent Authority(ies) in the Project are beyond the control of the Company and the Allottee(s) agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Company has made it clear to the Allottee(s) that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Project.
3. The Allottee/s agrees that he/she/they shall always abide by all the terms and conditions of LDA and/or competent authority (ies), if any in respect of the Project / Said Unit.
4. The Allottee/s agrees and understands that all the terms and conditions of LDA of allotment/development of Plot on which the Project/ Said Unit is to be developed shall be mutatis mutandis binding upon him/her/them.
5. The Allottee/s are permitted to carry out construction on the said plot/any additional construction on the Said Villa at its own cost and expenses subject to (i) approval of building plans and specifications by LDA/other competent authorities, (ii) issuance of No Objection Certificate and payment of prescribed charges by/to the Company, (iii) additional construction shall be raised only to the extent as may be permissible on independent residential Plot and (iv) the cost of getting the plans approved for construction / additional construction shall be borne by the Allottee/s. If any such cost against approval of future construction has been paid by the Company, the same shall be reimbursed by the allottee whether or not the allottee actually goes for such additional construction.

H. SALE DEED/TRANSFER DEED

1. The execution of Transfer/Sale Deed of Said Villa shall be subject to up to date payment of all the amounts due and payable by the Allottee(s) including IFMS, Maintenance Charges & stamp duty and other charges etc. to the Company. The Allottee(s) undertakes to execute and get registered the Transfer/Sale/ Conveyance deed in respect of the Said Unit within 30 days from the date of intimation by the company in writing, failing which, Allottee(s) authorize the Company to cancel the allotment and forfeit the Earnest Money, delayed money interest, Holding charges, Chowkidari charges or any other due etc. and refund the balance amount to the Allottee(s) without any interest upon realization of money from re-sale/re-allotment.
2. All charges, expenses, stamp duty, registration fee and incidental expenses etc. towards Transfer/Sale/ Conveyance Deed of the Said Unit, at the rate as may be applicable on the date of execution and registration of the Transfer/Sale/Conveyance Deed including documentation will be borne by the Allottee(s) only. If the Company incurs any expenditure towards the registration of the Said Unit, the same will be reimbursed by the Allottee(s).
3. Prior to execution of Sale/Transfer Deed, any interest/rights of allotment, as stipulated herein shall not be assigned by the Allottee(s) without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee(s), up to date payment of dues under all various heads and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee(s) to get the name of his/her/their nominee substituted in his/her/their place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee(s) as may be prescribed by the Company. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of allotment to restrict nomination / transfer / assignment of the allotted Said Villa by any authority, the Company will have to comply with the same and the Allottee(s) has specifically noted the same. If the Allottee(s) is either a firm or a Company it has also understood that the change in majority of proprietary interest in partnership firm/company will require prior approval of the company and shall be subject to applicable transfer charges. It is further clarified that any alteration and/or reconstitution and/or dissolution of the Allottee(s) shall be construed as "Transfer" & shall be subject to such terms and conditions and

administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee(s) as may be prescribed by the Company.

4. For any subsequent transfer of the Said Unit by way of Sale or otherwise by the Allottee(s), after execution and registration of Sale Deed in his/her/their favour, the Allottee shall obtain "No Dues Certificate" from the Company or the Maintenance Agency as per the policy of the Company and payment of such Administrative Charges as may be prescribed, as the case may be.

I. INDEMNIFICATION

The Allottee(s) shall indemnify and keep the Company, its agents, employee(s), representative(s), estate & effect indemnified and harmless against all actions, proceedings or any losses, costs, charges, expenses, losses or damage or suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and 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 of the Said Villa. The Allottee(s) agrees to pay such losses on demand that the company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

J. SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under applicable laws/order/notification, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of this agreement and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution of this agreement.

K. FORCE MAJEURE

The Company shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein if such performance is prevented, delayed or hindered by any reason(s) which are beyond the control of the Company/ could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care/ does not result from the negligence or misconduct of the Company and materially and adversely affects the performance of any obligation hereunder ; including but not limited to non-availability of any building material due to market conditions or enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the company.

L. GENERAL TERMS AND CONDITIONS

1. The address given in this application form shall be taken as final unless, any subsequent change has been intimated under Regd.A/D letter. All demand, notices, letters etc. posted at the address given in the application form/allotment certificate & agreement shall be deemed to have been received by the allottee(s).
2. The Allottee(s) acknowledges that the Company shall have the right to further raise loan from any bank/financial institution/body corporate by way of creating charge/mortgage of the Project / Said Unit, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the Said Unit and (ii) the Said Unit shall be free from all encumbrances at the time of execution of Sale Deed.
3. The Allottee(s) shall make all payments through Demand Draft / cheque drawn in favour of "ORO Constructions Pvt. Ltd." payable at Lucknow or as may be directed by the Company.
4. The Allottee(s) shall not use or allowed to use the Said Unit for any purpose other than residential or any activity that may cause nuisance to other allottee(s) in the Project. In Case the Allottee(s) desires to carry out any additional construction/ modification/ alterations, in the structure/building of the Said Villa, the same shall be made, at his/her/their own cost & expenses, in accordance with the sanctioned plans/revised sanctioned plans and in accordance with building bye-laws and other applicable laws. The allottee shall not be allowed to do any construction activity which can damage the project boundary. No one is allowed to open/damage the project boundary or extension of said plot or villa out of the project boundary.
5. The Allottee(s) shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/block the common areas, common amenities/facilities etc.
6. Upon the Allottee(s) taking possession or after Possession Due Date of the Said Unit, the Allottee(s) shall have no claim against the Company in respect of any item or work in the Said Villa/Plot or for any design, area, specifications, location, building materials used or for any other reason, whatsoever and he/she/they shall be entitled to the use and occupy of the Said Villa/Plot for residential purposes without any interference but subject to the terms and conditions, contained herein.
7. The Allottee(s) shall not be entitled to subdivide the Said Unit or amalgamate the same with any other Villa/adjoining area without written consent of the Company. In case of joint Allottees, each Allottee's share in the Said Unit shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
8. The Allottee(s) will have to pay all rates, tax on Project/Project/Said Villa, municipal tax, property taxes, wealth tax, service tax, fees or

levies or taxes of all and any kind by whatever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other governmental authority on the Project/ Project/Said Villa as the case may be as assessable or applicable from the date of the allotment. If the Said Villa/Plot is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Villa/Plot is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s). Additionally, if any additional taxes, cess by any Government or authorised body is levied/imposed on the Company after the date of allotment including increase in service tax, VAT etc. same be proportionately passed and payable by the Allottee(s).

9. The Allottee(s) acknowledges that he/she shall, on taking possession or Possession Due Date of the Said Unit, have no right to object to the Company constructing or the construction done by other Allottee(s) in a reasonable manner, adjoining the Said Unit. The Allottee(s) shall not object to any consequences of such increase in construction in the adjoining area in the layout or in reduction in green area etc.
10. The Company has made clear to the Allottee(s) that the Project will be developed and completed in phases and the Company shall be carrying out extensive development /construction activities for many years in future in the Project and shall also be connecting /linking the amenities/facilities viz electricity, water, sanitary/drainage system etc of additional development /construction with the existing ones in the Project. The Allottee(s) has confirmed that he/she/they shall not make any objection or make any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc as above said. The allottee(s) also consents that if due to additional construction/development the green area etc gets reduced then he/she/they shall not raise any objection/claim in this regard against the Company.
11. The Applicant agrees and understands that allotment of Said Plot is on "as is where is" basis. The Applicant further understand and agrees that the level of the Said Plot will be 2 ft. - 2½ft. below from the abutting road. Incase the level of Said Plot is lower than the specified 2½ ft. then the company shall reimburse the equivalent cost of the earth to the allottees and beyond that it shall be responsibility of the Applicant to the earthwork or earth filling at its own cost and expenses.
12. The Applicant understands and agrees that in order to maintain the uniformity and aesthetic of the Project he/she/they shall in all circumstances, whatsoever maintain the plinth level of the Said Plot at 0.50 mtr above the abutting road and the height of the boudary wall shall be 1.65 mts above road level, to have uniformity in the project.
13. The Applicant may be offered membership of the club, if provided, in the Project on stipulated terms and fee at a prescribed rate but shall not have any ownership right on the club or club area. The Applicant shall have to abide by the terms of membership of the Club including payment of membership fee, recurring annual/monthly charges as well as usage charges. The club shall remain the property of the company & company shall have the right to sell it to some interested party with the condition that all the allottees of the project shall be treated as patron members of the club & they shall be offered club services/facilities on discounted rates in comparison to the rates offered to outside guest.
14. The Allottee(s) shall not have any right in any commercial premises, shops, club, community centre etc, if any constructed in the Project. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee(s) shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community centre, club etc. to any person(s) and also in their operation and management.
15. The Allottee(s) shall get exclusive possession and title of the Said Unit Allotted herein through Sale/Transfer deed. The Allottee(s) shall have no right, interest & title in the remaining part of the Project such as Club, Parking, Park etc. except the right of usage of common passage/roads/Common Areas, as defined herein above, and carved out in the Project as per sanctioned lay out plan.
16. The Allottee/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Project viz. cable, intercom, gas supply, satellite/cable/internet etc. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual unit level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire Project. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.
17. The Allottee(s) acknowledges that in case of breach of any terms & conditions contained herein including his/her/their failure to take possession of the Said Unit beyond a period of 12 months from the Possession Due Date then besides & without prejudice to Company's rights available herein/ under law, the Company shall have right to cancel the allotment (as the case may be) of the Said unit. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Said Unit in any manner whatsoever at its sole discretion.
18. The Allottee(s) acknowledges that any alteration/changes made in the Application/Allotment Certificate & Agreement by him/her/them shall render this Application/Allotment Certificate & Agreement as "null and void" to that extent.

19. The Allottee(s) agrees & understands to pay to the Company amounts as may be intimated by the Company towards Malba Charges, water charges, water & sewer connection charges, External Electrification charges, Road resurfacing Charges, Administrative Expenses etc.
20. In case of application(s) with joint names, the Company may, at its discretion, without any claim from any person may do correspondence with any one of the joint applicant which shall be deemed to have been made and communicated to other co allottee.
21. In case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment(s), modification(s) made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale/Conveyance/Transfer deed of immovable property in India shall be the responsibility of the Allottee(s). The Allottee(s) understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard. The Company Shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in the Allotment Certificate & agreement, allotment of the unit in any way and the Company shall issue the payment recipes in favor of Allottee(s) only.
22. In case of any dispute between the co-allottee(s), the decision from the competent court shall be honored by the Company.
23. The Company's sale brochures/CD walkthrough, advertisement(s) and other sale document(s) are purely conceptual and not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specification.
24. In the case of any conflict between the terms contained herein and the terms /specifications mentioned in Company's sale brochures/CD walk through, advertisement(s), other sale document(s) and application form, then the terms contained herein will prevail.
25. The Allottee(s) will have to pay the Stamp Duty and/or other incidental charges, if levied or imposed any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement.
26. All or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Lucknow by the sole arbitrator who shall be appointed by the Company and whose decision shall be binding and final upon the parties, the Allottee agrees that he/she/they shall not have any objection to this appointment, even if the person so appointed, as the sole arbitrator, is an employee / advocate of the Company or is otherwise connected to the Company and the Allottee/s agrees that notwithstanding such relationship/connection, the Allottee/s shall have no doubts as to the independence or impartiality of the said sole Arbitrator. The courts at Lucknow shall have the jurisdiction in all matters arising out of/touching and/or concerning thereto..
27. That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the laws of India.
- I/We have gone through the terms and condition with regard to allotment of Said Villa in the Project, including my rights and liabilities arising out of allotment of Said Villa applied for, including regulations to the right of usage of Said Villa applied for as also explained and detailed by the Company. After due contemplation and careful consideration with undertaking to abide by the stipulated terms as above I/We hereby tender this application form under my/our signatures for allotment of Said Villa in the Project as above.

Signature of Applicant(s) : 1.

2.



Corporate Office :

503, 5th Floor, Eldeco Corporate Tower

Vibhuti Khand, Gomti Nagar, Lucknow-226010.

Ph. : 0522-4235158 | CIN - U70102UP2016PTC082967

www.oroconstructions.in | support@oroconstructions.in