

NIRVANA HEIGHTS

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www.eartheze.in

APPLICATION FORM FOR PROVISIONAL REGISTRATION OF PROJECT "NIRVANA HEIGHTS"

(To be filled by the Customer making application to the Company)

To,

Date : _____

M/s Eartheze
Infraheights Pvt
Ltd. First floor,
Trinity square,
Badshah nagar
chauraha Lucknow
– 226 001

Dear Sir,

I/we, request that I/we may be provisionally registered for a residential Apartment in "Nirvana Heights" to be developed and constructed by M/s Eartheze Infraheights Pvt Ltd. (hereinafter referred to as the "Company") on land situated at Faizabad Road, Lucknow, U.P. I/we hereby agree to abide by the basic terms and conditions of the Application Form and also agree to sign and execute, as and when desired by the Company the Allotment Letter and the Buyer's Agreement on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/we shall the specifications of the Residential Apartment and I/we shall pay the basic sale price, preferential location charges, additional cost/charge and the applicable Stamp Duty etc. as and when demanded by the Company.

I/we remit herewith a sum of Rs. _____ (Rupees _____) vide Bank
Draft/Cheque No.

_____ dated _____ drawn on _____ being provisional registration amount for registration of
a Residential Apartment.

Further I/we have understood that if for any reason the Company is not in a position to confirm the allotment of the said flat applied for by me/us within a period of one (01) year from the date of this Application, then I/we have given authority to the Company to refund the amount deposited by me/us with a simple interest of 6% per annum by registered post and thereafter upon dispatch of such refund by the Company, this Application (and the Allotment Letter, if executed) shall automatically stand cancelled and be unenforceable in any manner whatsoever and I/we shall be left with no right, title or interest in the said flat and having agreed to this condition, I/we agree not to raise any dispute or claim against the Company.

I/we have clearly understood that this application does not constitute an Agreement to sell and I/we do not become entitled to the provisional and/or final allotment of Apartment notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/we sign and execute the Allotment Letter/Buyer's Agreement, the allotment shall become final and binding upon the Company. The details

of units mentioned in the application are only indicative as per may preferred and the unit no., floor and size may change as per availability at the time of allotment.

If, however, I/we withdraw/cancel this application or I/we fail to sign/execute and return the Allotment Letter/Buyer's Agreement within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount/installment shall stand forfeited. Further, the amount of Service Tax or any other tax paid by the Company to the authorities on the amount deposited by me/us will not be refundable under any circumstances. I/we further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/demanded by the Company, failing which the allotment will be cancelled and the earnest money along

with interest, if any due shall be forfeited by the Company. My/our particulars are given below : -

1. First Applicant Mr./Mrs./Ms.....
 Son/Wife/Daughter or
 Mr./Mrs..... Residential Address.
 Date of Birth.
Profession.....Designation..... Nationality.
Marital Status.....No. of Children.....
 Residential Status : Resident Non-Resident Foreign National of Indian Origin
 Office/Business Address.....
 Tel. Res.....off.....Mobile.....
 Fax No.....E-Mail ID.....
 *Income Tax Permanent Account No./Ward No.

2. Second Applicant Mr./Mrs./Ms.....
 Son/Wife/Daughter or
 Mr./Mrs..... Residential Address.
 Date of Birth.
Profession.....Designation..... Nationality.
Marital Status.....No. of Children.....
 Residential Status : Resident Non-Resident Foreign National of Indian Origin
 Office/Business Address.....
 Tel. Res.....off.....Mobile.....
 Fax No.....E-Mail ID.....
 *Income Tax Permanent Account No./Ward No.

In Case of Firm/Company:

M/s Sole proprietorship concern/partnership firm/company incorporated under the
 companies Act 1956 through its sole proprietor/partner/authorized representative Mr/Mrs/Ms
 s/o/ w/o/d/o registered office.....
 local office

3. Details of Apartment: (Preference of Customer)

(i) Apartment No..... (ii) Super Area.....Sq.ft. (.....
 Sq.mt.) (iii) Floor.....(iv) Type/Category.....

4. Details of Pricing:

	AS PER APPLICABLE PRICE LIST	REMARKS
(A) BASIC COST OF THE UNIT		

Basic Sale Price (BSP) Preferential Location Charges	、 _____	、 _____	
(B) ADDITIONAL COST			
1 Power Backup Installation Cost @ @ Rs. _____/- Per KVA (Minimum _____ KVA mandatory)	、 _____	、 _____	
2 External Electrification Cost (EEC) and Fire Fighting Equipment Cost (FFEC) @ Rs. _____/-per Sq.ft.	、 _____	、 _____	
3 Other Cost	、 _____	、 _____	
(C) SECURITY MAINTENANCE			
Interest Free Maintenance Security (IFMS) Car Parking Covered / Open Club Membership Internal Development Charges (IDC) External Development Charges (EDC), If Any.	、 _____	、 _____	
(D) Other Costs:			
*Total (A+B+C+D): AMOUNT IN FIGURE	、 _____	、 _____	
AMOUNT IN WORDS : Rupees	Interest Free Construction Lined Installment Plan	Down Payment Plan	Flexi Payment
Payment Plan Option	If opted for Down Payment Option _____% of Discount on BSP on payment of _____% BSP within _____ days		

Declaration:

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or change in any other particular or information, given above, till the booked property is registered in my/our name(s) failing which the particular shall be deemed to be cored and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us.

Name of the Applicant(s)

Signature of the Applicant(s)

Type of Booking: Direct

Through Authorized Channel Partner

BASIC TERMS AND CONDITIONS

1. I/we have applied for provisional registration of an Apartment (Basement + Ground +3 Floors) in the Residential Project named as **"Nirvana heights" ("Said Project")** to be developed by **M/s Eartheze Infraheights Pvt. Ltd.** (hereinafter referred to as the "Company") on land situated at Village Anaura **Faizabad Road, Lucknow, U.P.**
2. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
3. Before applying for provisional registration of Apartment, I/we have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per prevailing byelaws/guidelines of the Lucknow Development Authority (LDA) and/or any other authority and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Lucknow Development Authority (LDA) and/or other Authorities in this regard to the Company.
4. The allotment of the Apartment is entirely at the discretion of the Company. The allotment of the said Apartment shall be provisional and shall be confirmed on the issuance of Letter of Allotment or on signing of Buyer's Agreement on the Company's standard format which has been read and understood by me/us.
5. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Apartment (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for provisional registration of the said Apartment.
6. I/we hereby agree and understand that the Apartment area provided herein & subsequently in Allotment Letter/Buyer(s) Agreement are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our consent for change (decrease/increase) in the area of the said Apartment, change in its

dimension, size, location, number, etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Apartment, I/we shall pay for the initial 10% of increase in area at the rate of booking of the said Apartment and shall pay for balance increased area at the then prevailing Company's rate/market rate. In case of decrease of the allotted area of the said Apartment, the amount received in excess over and above the total cost of the said Apartment based on the changed area, shall be refunded/adjusted (as may be) by the Company to the me/us without my/our protest and demur and without any interest thereon.

7. I/we have examined the tentative plans, designs and specifications of the Apartment and have agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/alterations may involve change in position/location, including change in dimensions, area or number etc. of the Apartment.
8. I/we have specifically agreed that if due to any change in the layout, the said Apartment ceases to be preferentially located; the Company shall refund/adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Apartment becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
9. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10% of sale consideration of the Apartment shall collectively constitute the earnest money.
10. (i) I/we understand and agree that timely payment of installment of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Apartment is the essence of the terms of the booking/allotment. If I/we fail/default in making payment of due amount within stipulated time then the Company shall have rights mentioned herein below:
 - (10a) To keep on abeyance/suspension of the booking or cancel the allotment of the said Apartment;
 - (10b) To forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments,
 - (10c) To re-allocate the provisional allotment of the said Apartment which includes change in area and location of the said Apartment.
- (ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Apartment is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
- (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Apartment, then the price towards increase/decrease of re-allotted Apartment shall be dealt (paid/adjusted) in manner detailed in this Application form.
 - (iv) Further, if any discount/concession, in whatsoever way, has been given by the Company in the Basic Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/additional cost, then I/we hereby authorize the Company to withdraw such discount/concession and demand the payment of such discount/concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 2% monthly on all outstanding dues from their respective due dates.
11. I/we further agree that in case of payment plan with Discount option, if/we fail to pay the installments in the promised time frame, then the Discount Payment Plan Shall be automatically considered as interest free time linked installment plan. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 10 and shall have right to withdraw rebates or any other discounts provided in the payment plan with Discount option of the said Apartment. The payment plans are annexed herewith as **Annexure-A**.
12. All payments by the applicant shall be made to the Company through demand draft/cheques drawn upon scheduled banks in favour of "Eartheze Infraheights Pvt. Ltd." payable at par.
13. **The Allottee has reviewed the plans and has been made aware of and accepts that the plans, Super Area, specifications as particularly described in the Application Form, etc. are tentative and that there may be variations, deletions,**

additions, alterations made either by the Company as it may in its sole discretion deem fit and proper, or pursuant to requirements of a Governmental Authority, which alterations may involve changes, including change in the position of the Demised Premises, change in the number of units, change in its dimensions, change in the height of the building, change in its Super Area, and the Allottee hereby given his consent to such variations, additions, deletions, alterations and modifications as aforesaid (hereinafter referred as the "Permitted Alterations"). The consideration amount may be increased on account of the Permitted Alterations and the Allottee shall pay without demur such increased amount of Consideration at such times as may be required by the Company. In the event that the Consideration amount is decreased pursuant to the Permitted Alterations, the excess amounts, if any, paid by the Allottee shall be adjusted towards outstanding amount payable by allottee and thereafter if there is any excess, then the same shall be refunded without any interest by the Company. Provided by allottee and any changes, as a result of the Permitted Alterations, shall not be construed to give rise to any claims, monetary or otherwise. Any increase or decrease in the Super Area of the Demised Premises shall be payable or refundable on a pro rata basis, without any interest at the agreed rate per Sq.ft. may be more specifically described in the Provisional Letter of Allotment and that the other charges as specified herein will be applicable for the charged area pursuant to Permitted Alterations at the same rate at which the Demised Premises were Allotted.

Signature of the Applicant(s)

14. Assignment of allotment of the Apartment by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agree to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Apartment shall be reckoned with effect from the date of assignment of allotment right in the said Apartment in favour of my/our Assignee(s).
15. All statutory charges, taxes, cess, service tax, and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that Service Tax wherever applicable shall be payable in accordance with the opted payment plan for payment of sale consideration of the said Apartment. If I/we fail to disburse the installment along with applicable Service tax of the sale consideration of the said Apartment in timely manner, in such eventually, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments along with due service tax along with interest calculated @ 2% per month (or, as applicable).
16. I/we hereby agree to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance service and for due performance of the Buyer(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/the Maintenance Agency from the date of commencement of maintenance services by the Company/the Maintenance Agency in the said Project, whether the Apartment, whether the Apartment is physically occupied by me/us or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Buyer(s) hereby authorizes the Company to consider/treat the aforesaid interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Apartment and further the I/we hereby agree and authorize the Company/Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and I/we hereby agree that the Company/ the Maintenance Agency shall not deliver that bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, I/we hereby agree to pay maintenance charges in respect of the said Apartment regularly on monthly basis as per the Bills/invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, I/we hereby agree to pay maintenance charges along-with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle me/us to the enjoyment of common service including electricity, water etc.

17. In case at any time the Company hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bill and/or other outgoings of the Buyer(s) to such RWA/Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issue of repayment, refund and/or claims, if any, of the Buyer (s) on account of the same.

18. I/we hereby agree that I/we shall pay the price of the said Apartment and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Project. The Super Area of the said Apartment means the covered area of the said apartment including the entire area enclosed by its periphery walls including area under walls, columns, etc and half the areas of common walls with other Apartment which form integral part of said Apartment and common areas shall mean all such parts/areas in the entire said Project which I/We shall use by sharing with other occupants of the said Project including entrance lobby electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to machine room, security/ fire control rooms, maintenance offices/stores etc., if provided.

19. I/We have NRI/PIO status or if I/we/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in foreign Exchange Management Act, 1999 and / or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory / Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.

20. The Company shall have the first lien and charge on the said Apartment for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Apartment may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite / condition precedent of the allotment of the said Apartment and I/We hereby agree to pay the sale consideration of the aforesaid Apartment according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal and excuse for non-payment of further installments / dues.

21. THAT to improve that colony, the Builder/ Developer reserve the right to change the Lay-out/Elevation and also Planning of adjoining Area/Plots. All planning are subject to availability of land and also area of Township may increase or decrease subject to approval by competent authority. Also Builder/ Developer reserve the rights to change the use/ Planning of nearby Land/Plots and facilities or utilities shown/planned.

Signature of the Applicant(s)

22. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us .

23. the Company shall endeavor to give possession of the Apartment to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by me/ us.

24. I/we shall before taking possession of the Apartment, must clear all the dues towards the Apartment and have the Conveyance Deed for the said Apartment executed in my/our favor by the Company after paying applicable stamp duty, registration fee and other legal charges/expenses.

25. I/we shall use/ cause to be used the said Apartment for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of the Apartment and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting there from.

26. I/we shall have no objection in case of Company creates a charge on the project land during the course of development of Project

for raising loan from any bank/Financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Apartment to me/ us.

27. In case of transfer of units, first transfer will be free of cost for a maximum period of one year from the date of booking. Thereafter, the transfer charges will be levied as per the decision of the Company.
28. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be my/our responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in my/our address and e- mail ID, failing which, all demand notices and letters posted at the first Registered address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and shall be responsible for any default in making payment and other consequences that might occur therefrom. I/we hereby agree that the Company shall not be liable/responsible to reply to any query received from any address/e-mail ID not being previously registered with the Company.
29. To settle any confusion regarding any matter herein or anything being not covered/clarified therein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment letter/Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its conditions as set forth in this Application Form. However, I/We shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Buyer(s) agreement in this regard.
30. In case there are joint applicants, all communications shall be sent by the Company whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
31. If any misrepresentation/concealment/suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned thereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/concealment/ suppression of material facts in all respect.
32. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (Subsequent allotment of Apartment) 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 process of Arbitration. The arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and / or any statutory amendments/modifications thereof for the time being in force. The Arbitration proceedings shall be held at an appropriate location in Lucknow. Subject to Arbitration as referred above, the Courts at Lucknow shall have jurisdiction in case of any dispute.

DECLARATION :

I/we declare that the above terms and conditions have been read/understood and the same are acceptable to me/us. I/we have sought detailed explanations and clarifications from the Company which has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount of Allotment. I/we further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application against any Apartment in relation to the said Apartment. If any other Person has signed this Application Form on behalf of my/our behalf, then he shall be presumed to be duly authorized by me/us through proper Authorization / power of Attorney/ Resolution etc.

Name of the Applicant(s)

Signature of the Applicant(s)