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Y2R HEIGHTS

Registered Office: Jhaliyan Purva, Vineet Khand-2, Gomti Nagar, Lucknow, 226010

APPLICATION FORM

Y2R Heights

Jhaliyan Purva, Vineet Khand-2,
Gomti Nagar, Lucknow, 226010

Sub: Application Form for the provisional allotment of a Studio/Commercial unit bearing No. _____, at Floor _____, in Y2R Heights proposed to be developed on Plot No. CP-02, Sector J Extension Jankipuram Extension Scheme, Lucknow, Uttar Pradesh, 226026.

Dear Sir,

I/We request that I/ we may be provisionally allotted a [Studio/Commercial unit] bearing No. _____, at Floor _____, in Y2R Heights. Proposed to be developed on Plot No. CP-02, Sector J Extension Jankipuram Extension Scheme, Lucknow, Uttar Pradesh, 226026. Having carpet area of approx. _____ sq. mtrs. ("Carpet Area") and super area of approx. _____ sq. mtrs. ("Super Area") (hereinafter referred to as the "Unit").

I am/we are making this Application Form ("Application") with the full knowledge that:

1. I am/we are aware that the Promoter was successful bidder in an auction for a plot carried out by the Lucknow Development Authority ("LDA"), and was allotted Plot No. CP-02, having an area admeasuring 1140 Square Meters situated in Sector J Extension Jankipuram Extension Scheme, Lucknow, Uttar Pradesh, 226026 ("Project Land").

2. I am/we are aware that the Promoter is developing the aforesaid Project Land into a mixed land use project, consisting of both Studio units and commercial developments along with amenities, facilities, services etc. and such other development as permissible under Applicable Laws under the name and style of Y2R Heights (hereinafter referred to as the “Project”). The Project is duly registered with UP Real Estate Regulatory Authority (“Authority”) having a registration certificate bearing no. _____ dated _____.
3. I am/we are aware that the building plans for the Project have been approved by the competent authority.
4. I am/ we are aware that the Promoter, shall be entitled to use any further additional Floor Area Ratio (FAR) obtained by the Promoter under any new or existing policy(ies) as approved and notified by the Government/concerned authorities from time to time under the Applicable Laws.
5. I am/we are aware that I/we shall have the right and beneficial interest only in respect of the common areas & facilities pertaining to the building/Project in which my/our Unit is situated and more particularly as provided in the deed of declaration to be filed by the Promoter under the Applicable Laws and that I/We shall not be entitled to claim any rights or beneficial interests in the common areas & facilities which may be provided/defined by the Promoter as on the Project Land except to the extent as may be provided/defined by the Promoter in the deed of declaration to be filed as per the Applicable Laws.
6. I /We hereby tender a sum of ₹ _____/- (Rupees only), as a token amount, along with this Application towards a part of the Booking Amount being a part of Total Consideration Value for the Unit vide Cheque/Banker’s Cheque/Pay Order/Demand Draft bearing no(s)._____, dated _____, drawn on _____ payable at _____ or through electronic transfer vide NEFT/RTGS/UTR No. _____, sent through Bank on _____.

7. I/We agree that the provisional allotment of the Unit shall be subject to my/our Application being complete in all respects and the initial booking amount deposited with this Application being realized by the Promoter. I/We also agree that the provisional allotment of the Unit shall be at the absolute discretion of the Promoter and in case of rejection of my Application, I/We undertake not to claim any compensation or interest from the Promoter except the refund of my/our initial/part booking amount. I/We acknowledge that I/We have been provided with a sample format of the allotment letter for our reference (“Allotment Letter”).
8. In the event, that the Promoter agrees to provisionally allot a Unit to me/us, the Promoter shall send across the detailed agreement for Sale (“Agreement”) which shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the Applicable Laws. I/We confirm that the copy of the Agreement has been shared with me/us. I/We have carefully gone through the same and have understood all the terms and conditions mentioned therein.
9. The allotment and sale of the Unit in the Project shall be subject to terms and conditions of this Application, the Agreement and the detailed terms and conditions as set out in the Agreement and the schedules and annexures attached thereto, the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) (“Act”) with Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (“Rules”) along with Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010, and other relevant laws (collectively referred to as “Applicable Laws”) and I/we undertake to abide by all such terms and conditions.
10. I/We hereby agree and acknowledge the terms and conditions with regard to the handover of possession of the Unit, as consented / agreed thereto.
11. I/We agree to execute the Agreement in accordance with the provisions of the Applicable Laws prevailing as of the date of execution. I/We undertake to pay the stamp duty and registration fee for the registration of the Agreement and/or other

incidental expenses thereto as per the directions of the Government/ concerned authority.

12. I/We confirm, that I/We have relied on my/our own independent judgment, investigation, physical inspection of the Project and inspection of documents including relevant sanctioned plans/development plan (for the Project), statutory approvals, the relevant information and details in deciding to make the present Application, and have not based my/our decision upon and/or been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. I/We confirm that I/we have obtained appropriate professional advice before proceeding further with this Application. I/We have, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation, and being fully satisfied has/have decided to purchase the Unit. I/We further confirm having considered, reviewed, evaluated and satisfied myself with the specific features of the said Project in particular.
13. I/We understand that execution of this Application does not constitute an agreement and does not confer any rights to me/us in the Unit unless the Agreement of the Unit is executed with the Promoter on receipt of at least ten percent (10%) of the Total Consideration Value of the Unit. I/We undertake that upon the provisional allotment of the Unit by the Promoter to me/us, I/We undertake to timely execute the Agreement and other documents in the manner and in accordance with the provisions of the Applicable Laws/ directions of the concerned authority, at my/our expenses/costs.
14. I/We understand and confirm that in the event I/we fail or neglect to comply with any of my/ our obligations under the Application/Allotment Letter, including (but not limited to) making payment of all due amounts (and interest thereon, if any) as per payment schedule or seek to withdraw or cancel the allotment or

deny/delay/neglect to execute and/or register the Agreement, I/We shall be deemed to be in default and the Promoter shall be entitled to (a) cancel the allotment made in my/our favour, (b) deal with the Unit in the manner deemed fit by the Promoter without any objection/claim from me/us, and (c) forfeit 10% of the total amount paid by the Applicant till date alongwith (i) interest on any overdue payments; and (ii) brokerage paid/payable by the Promoter to the channel partner/broker in case the booking is made by the Applicant(s) through a channel partner/broker and (iii) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws and (iv) Pre-EMI cost paid or reimbursed by the Promoter and (v) administrative charges as per Promoter's policy and (vi) any Other Charges (mentioned below) and fees payable by the Promoter to the government authorities including but not restricted to the pass through charges (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate/payout/benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses ("Non-refundable Amount"). The rate of interest payable by me/us to the Promoter shall be the State Bank of India's highest marginal cost of lending rate plus one percent. For the sake of clarity, the interest and/or taxes paid on the Total Consideration Value shall not be refunded upon such cancellation/termination. It is clarified that the Promoter shall under no circumstance be liable to return/refund any portion of the applicable taxes or development charges/any pass through charges paid/incurred by me/us to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by me/us over and above the Booking Amount. The Promoter shall refund the amount refundable to me/us after re-allotment of the Unit. It is clarified that the refundable amount, if any, shall be refunded by the Promoter only to me/us.

15. I/We agree that timely payment of the instalments of the Total Consideration Value and Other Charges, as per the Payment Plan is the essence of the allotment. I/We

declare and confirm that I/We have understood the Payment Plan and the binding effect of the terms and conditions and the implications of noncompliance thereof.

16. I/We are fully aware of the Total Consideration of the Unit, and also the applicability of the Goods & Services Tax (“GST”) at the rates as applicable from time to time, on the Total Consideration of the Unit. I/We are also aware of GST having come into existence with effect from 01.07.2017. Therefore, the Application has been made by me/us being fully aware that all payments made on and after 01.07.2017 will attract GST under the Applicable Laws. I/We confirm that I/We shall not claim any GST credit and/or claim for any reduction in the Total Consideration Value of the Unit due to the application of GST.
17. The Promoter, subject to force majeure circumstances proposes to complete the Project and handover the possession thereof after obtaining the temporary/part occupation certificate from concerned authority. Keeping in view the investments (i.e. time, labour and money) made by the Promoter in developing the Project, the Applicant(s) agree that upon receipt of the occupation certificate/part occupation certificate and issuance of ‘Notice for Offer of Possession’ by the Promoter to the Applicant(s), the Applicant(s) shall not be entitled to terminate the Agreement or withdraw from the Project for any reason whatsoever. The Applicant(s) agrees that in case the Applicant(s) withdraws from the Project after the receipt of the occupation certificate and issuance of Notice for Offer of Possession (defined in the Agreement) at no fault of the Promoter, then the Promoter shall be entitled to forfeit the entire amount paid by the Applicant(s).
18. In addition, the Applicant(s) shall also be under an obligation to make payment of lease rent/any taxes/statutory charges including but not limited to fees/levies/cess, etc, if there is any revision/modification in the lease rent/taxes/statutory charges including but not limited to fees/levies/cess etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/decreased based on such revision/modification.
19. That the carpet area of the Unit is as per the approved building plans. If there is any increase in the carpet area which is not more than 3% of the carpet area of the

Unit allotted, the Promoter may demand for such increase from the Applicant as per the next milestone of the payment plan. All the monetary adjustments shall be made at the same rate per square meter as per the Agreement.

20. The Applicant(s) shall also pay, as and when demanded by the Promoter, any other statutory taxes, prorata share in duties, statutory charges including but not limited to lease rent/one time lease rent/enhanced lease premium/enhanced compensation, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter.
21. The Applicant(s) shall also pay, as and when demanded by the Promoter, the prorata share of any GST or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter. The Applicant(s) shall further be liable to pay any change/modification in such taxes, duties, charges, cesses, levies etc. as may be levied by the government or any statutory /competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Unit).
22. The Applicant(s) shall, in relation to the Unit (so allotted), make all payments to the Promoter from its own bank account only. However, the Applicant(s) alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit (so allotted) shall be issued in favour of the Applicant only. Payments from sources other than the Applicant(s) ("Third Party") is/are to be accompanied by requisite no objection certificate(s) as per the approved format of the Promoter failing which the Promoter may in its sole discretion reject the same and return such payments directly to said Third Party.
23. In the event any amount by the Applicant is prepaid, the Promoter is entitled to retain and adjust the balance/excess amounts received against the future milestone payment due and payable by Applicant(s).

24. Stamp duty and registration charges on actuals shall be payable by the Applicant(s) over and above the Total Consideration Value and/or Other Charges.
25. I/We have applied with full knowledge and understanding of all Applicable Laws, which have also been duly explained by the Promoter and understood by me/us.
26. The communications sent by the Promoter on the e-mail address provided by the First Applicant(s) shall be deemed to have been duly served upon me/us.

DECLARATION:

I/We have fully read and understood the terms and conditions as set out in this Application and Schedules annexed thereto. I/We undertake to abide by such terms and conditions including any amendments therein from time to time. I/We further declare that the details/information provided in the Application are true and nothing has been concealed. In the event of any notice in the knowledge of the Promoter of details/information provided by me/us being false and untrue on my/our part, the Promoter at its sole discretion may cancel the Allotment, forfeit the amounts as stated hereinabove and initiate appropriate legal action at my/our costs, risks and consequences.

Yours faithfully,

Date:

Place:

Signature of Applicant(s)

(CHANNEL PARTNER'S NAME & ADDRESS)

(As registered with Uttar Pradesh Real Estate Regulatory Authority):

Channel Partner's Seal and Signature

