



THE
ELITE
BY
ROHIT GROUP

CREATING A
Blooming Lifestyle

Application Form

APPLICATION FOR ALLOTMENT
APPLICATION FOR ALLOTMENT OF AN APARTMENT IN THE GROUP HOUSING PROJECT
"THE ELITE" AT
1/09, VARDAN KHAND, GOMTINAGAR EXTENSION, LUCKNOW

APPLICATION NUMBER.....

To
M/s. Narena Infra Pvt Ltd
Regd. Office C-4/65, Gomti Nagar Extension, Lucknow

Site office-
1/09, Sector 1
Gomtinagar Extension
Lucknow
(hereinafter referred to as the "Company")

Dear Sir(s),

I/We request that I/we may provisionally be allotted an apartment in The Elite By Rohit Group housing project at Group Housing Plot no. 1/09, Sector 1, Gomtinagar Extension, Lucknow, Uttar Pradesh (hereinafter referred to as the "Said Project" in this Application) and I/we agree to pay the total price for the apartment as per the Payment opted by me/us as given in the payment plan attached with this Application.

I/We remit here with a sum of Rs./-
(Rupees.....only) by Bank Draft/Cheque No.....
dated.....drawn on.....as booking amount as stated in the Company's payment plan

I/We hereby conform that the afore stated booking amount shall be treated by the Company as the eamest money more specifically defined in Clause no. 7 of the Basic Terms And Conditions as defined in this application, and the said eamest money is paid on the understanding that it shall be forfeited by the Company. If I/we fail to abide by any of the terms and conditions of this application including failing to execute and return the allotment letter (hereinafter referred to as the "Allotment Letter") to the Company within 30 days of its dispatch to me/us. In the event of the Company accepting my/our application and agreeing to allot an apartment (hereinafter referred to as the "Said Apartment"). I/we agree to pay the balance price, and other Government levies/charges/taxes/cesses and all other dues as stipulated in this application, the payment plan and the allotment letter.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

Further I/we have understood that if for any reason the Company is not in a position to confirm the allotment of the said Apartment applied for by melus 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 melus with a simple Interest of 12% 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 Apartment and having agreed to this condition, I/we agree not to raise any dispute or claim against the Company

We have clearly understood that by submitting this application, Uwe do not become entitled to the final allotment of the said Apartment notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this applicieert

We further understand that it is only after live sh and cut the atment weeing to abide ty the terms and conditions laid down therein ane the same is also executed by the Company and dispatched to melus that the allotmeist shalt become final and binding upon the Company.

IWe agree to abide by the terms and conditions of this application including those relating to payment of total price and other charges, forfeiture of earnest money as laid down herein and as may be laid down in the allotment letter.

The Company has explained to me/us and it is understood by melus that any allotment of an Apartment in the said Project will be based on the following conditions

That the Said Apartment allotted to me/us is not transferable or assignable or eligible for nomination for a period of one year from the date of execution of the allotment letter and shall be subject to the payment of monies due and payable by melus as stated in the payment plan.

My/our particulars are given below for your reference and record:

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

Please affix
your
photograph
here

1(i) SOLE OR FIRST APPLICANT

Title Mr. Mrs. M/s.

Name.....

Son/Daughter/Wife of Mr.....

Nationality.....Age.....Years.....Profession.....

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin

Income Tax Permanent Account No.....

Ward/Circle/Special Range and place where assessed to income tax

Office Address:.....

Tel No.....Fax No.....Mobile No.....

Residential Address:.....

.....

Tel No.....Fax No.....Mobile No.....

E-mail:.....

Please affix
your
photograph
here

(ii) SOLE OR SECOND APPLICANT

Title Mr. Mrs. M/s.

Name.....

Son/Daughter/Wife of Mr.....

Nationality.....Age.....Years.....

Profession.....

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin

Income Tax Permanent Account No.....

Ward/Circle/Special Range and place where assessed to income tax

Office Address:.....

Tel No.....Fax No.....Mobile No.....

Residential Address:.....

.....

Tel No.....Fax No.....Mobile No.....

E-mail:.....

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

Please affix
your
photograph
here

(iii) THIRD APPLICANT

Title Mr. Mrs. M/s.

Name.....

Son/Daughter/Wife of Mr.....

Nationality.....Age.....Years.....Profession.....

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin.....

Income Tax Permanent Account No.....

Ward/Circle/Special Range and place where assessed to income tax

Office Address:.....

Tel No.....Fax No.....Mobile No...../

Residential Address:.....

Tel No.....Fax No.....Mobile No.....

E-mail:.....

OR

**M/s.....a partnership firm duly registered
under the Indian Partnership Act 1932, through its duly authorised partner Shri/Smt.

.....PAN No.:

OR

**.....A Company
registered under the Companies Act, 1956, having corporate identification No.
.....and having its registered office atthrough its duly
authorised signatory Shri/Smt.authorised by Board
resolution dated (copy of Board Resolution along with a certified copy of
Memorandum & Articles of Association required), having PAN No.:.....

(** Delete whichever is not applicable)

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

PARTICULARS OF APARTMENT REQUESTED (ALONGWITH PREFERENTIAL LOCATION CHARGES AND OTHER PAYMENTS/CHARGES AS DESCRIBED IN THE PRICE LIST AND THE PAYMENT PLAN

Carpet Area: sq. mts. (.....sq. ft.)

Super Area: sq. mts. (.....sq. ft.)

Flat No.

All charges as mentioned in the price list shall be paid as and when demanded by the Company and the determination of the proportionate share by the Company shall be final and binding upon the Applicant(s). The Applicant(s) agrees that in case of failure of the Applicant(s) to pay any of the charges, the same shall be treated as un-paid sale price of the said Apartment and the Company shall have the discretion to withhold the registration of the said Apartment and/or resume the said Apartment.

PAYMENT PLAN:

Down Payment Plan :

Installment Payment Plan :

I/We have perused and understood the modes of payment as described in the payment plan and have thereafter selected the above plan. I/We understand that potential funding from a bank(s) and the arrangement of loan, if availed, are at my/our risk.

I/We understand that the payments are to be made by A/c Payee Cheque(s)/Demand Draft(s)/RTGS/NEFT in favour of NARENA INFRA PVT.LTD.-COLLECTION ACCOUNT FOR THE ELITE BY ROHIT GROUP

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

DECLARATION

I/We the applicant(s) do hereby declare that my/our application for allotment of the said Apartment by the Company is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed therefrom.

Date.....

Yours faithfully.

Place.....

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

FOR OFFICE USE ONLY

RECEIVING OFFICE:

Name.....

Designation.....

Signature

1. ACCEPTED/REJECTED

2. Flat No.

Carpet Area..... sq. mts. (.....sq. ft.)

Super Area..... sq. mts. (.....sq. ft.)

3. PARTICULARS OF PRICING:

Basic Sale Price: Rs

Total BSP: Rs.

4. PAYMENT PLAN: Down Payment Plan / Installment Plan

5. Payment received vide cheque /DD/.....No.....
dated..... for Rs..... out of

NRE/NRO/FC/SB/CUR/CA..... Acct.....

6. Booking receipt no.....dated.....

7. BOOKING: DIRECT/BROKER

8. Remarks:

Broker's Name & Address, Stamp with Signature:6

DATE

Place

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

PARTICULARS	DETAILS	AMOUNT IN RS.
A. BASIC COST		
Basic Sale Price (BSP)	@Rsper Sq. Mtr. (Rs..... per Sq. fts.)	
B. ADDITIONAL COST		
(ii) Club	Rs	
(iii) External Electrification Cost (E.E.C.) & Fire Fighting Equipment Cost (F.F.E.C.)		
(iv) Power Back-up (1 KVA) Installation Cost	Rs	
(v) Electrical Connection	Rs	
(vi) Water Connection	Rs	
(vii) Sewerage Connection	Rs	
(viii) Storm Water Connection	Rs	
(ix) Other Cost	Rs	
C. MAINTENANCE SECURITY		
(i) Interest Free Maintenance Security (IFMS)	Rs	
D. GOVT. LEVY		
(i) External Development Charges (EDC), (Subject to revision) ⁶	Rs	
TOTAL (A+B+C+D)	Rs	
PAYMENT PLAN OPTION		
Down Payment Plan/Installment Linked		

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

BASIC TERMS AND CONDITIONS

- 1 The applicant has applied for provisional allotment of an Apartment (hereinafter referred to as the said "Unit") to be developed and constructed in the Group Housing Project under the name of "The Elite" (hereinafter referred to as the "said Project") to be developed by M/s. Narena Infra Pvt. Ltd. (hereinafter referred to as 'the Company') over Group Housing Plot No. 1/09, Sector 1, Gomtinagar Extension, Lucknow
- 2 The allotment of the said Unit is entirely at the discretion of the Company. The allotment of the said. Unit shall be provisional and shall be confirmed only by signing of Allotment Letter/Buyer Agreement on the Company's standard format in this regard which has been read and understood by the applicant(s)/allottee(s).
- 3 The applicant(s)/allottee(s) has fully satisfied himself 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 the prevailing byelaws/guidelines of the Lucknow Development Authority, Lucknow and/or any other competent authority/ies, as the case may be and has further understood all limitations and obligations in respect thereof. The applicant/allottee further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Lucknow Development Authority, Lucknow and/or any other competent authority/ies in this regard to the Company from time to time.
- 4 The applicant(s)/allottee(s) has examined the tentative plans, designs, and specifications of the said Unit and 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 in accordance with the provisions of the Real Estate Regulating Act (RERA). The necessary changes/alternations may involve change in position/location, including change in dimensions, area or number etc. of the said Unit.
- 5 The applicant(s)/allottee(s) specifically agrees that application for the said Unit in the said Project is purely tentative and the Company may at its sole discretion decide not to allot any or to allot all the said Unit in the said Project to anybody or altogether decide to put at abeyance the project itself without any dispute and protest from the applicant in pursuant to this Application
- 6 The applicant(s)/allottee(s) agrees that he/ she shall pay the price of the said Unit and other charges calculated in accordance with the provisions of RERA which is understood to include pro-rata share of the common areas in the said Project. It is further understood and agreed by the applicant(s)/allottee(s) that the carpet area, super area and built up area of the said Unit provided herein & subsequently in Allotment Letter/ Buyer(s) agreement in this regard are purely tentative and subject to approval from the sanctioning authority or architect or structural engineers of the Company which may result in change (decrease/increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries 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 allotted carpet/super/ built-up area of the said Unit, the applicant(s)/allottee(s) shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the carpet/super/ built-up area of the allotted said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded / adjusted (as the case may be) by the Company to the applicant(s) without any protest and demur of the applicant(s) and without any interest therein.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

- 7 The applicant(s)/allottee(s) agrees that the amount paid with the application and in installments as the case may be, to the extent of 25% of sale consideration of the said Unit shall collectively constitute the earnest money to ensure his/her adherence of the terms and condition, as contained herein and subsequently in the Allotment Letter/Buyer(s) Agreement failing which the Company shall be entitled to forfeit the earnest money paid or deposited by the applicant(s)/allottee(s).
- 8 The Basic Sale Price (BSP) of the said Unit is firm, save and except increases, which the applicant(s)/allottee(s) hereby agrees to pay due to any exorbitant increase in the cost of construction material or charges, increase in super area, increase in cost. external development charges, infrastructural development charges, Government rates, taxes, cesses etc. and/ or any other tax/cess which may be levied or imposed by the Government/statutory authorities from time to time. If any provision of the existing and future laws, guidelines, directions etc. of any Government or the competent authorities made applicable to the said Unit/Project requiring the Company to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the applicant(s)/allottee(s) in proportion to the super area of his Unit to the total super area of all the Units in the said project as and when demanded by the Company.
- 9 In addition the applicant (s)/allottee(s) hereby agrees to pay all statutory charges, taxes, cess, service tax and other levies including any incidence of enhancement therein demanded or imposed by the concerned authorities, if any, or taxes of all and any kind by whatever name called, whether levied or leviable presently or in future or with retrospective effect as the case may be from the date of this Application shall be payable proportionately by the applicant(s)/allottee(s) from the date of booking prior to the execution of the sale deed/conveyance deed in this regard. If such charges are levied or increased (including with retrospective effect) after the sale deed/conveyance has been executed then these charges shall be treated as unpaid sale consideration price of the said Unit and the Company shall have lien on the said Unit for the recovery of such charges from the applicant(s) and the applicant(s) agrees to pay the same either directly to the concerned authorities or if paid by the Company reimburse the same to the Company on pro-rata basis on demand being raised by the Company on him/her in this regard
- 10 Timely payment of installments of Basic Sale Price and allied charges pertaining to the said Unit is the essence of the terms of the booking/ allotment. However, in the event of breach of any of the terms and conditions of the allotment by the applicant(s)/ allottee(s), the allotment will be cancelled at the discretion of the Company and the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments shall stand forfeited/ deducted from the booking money/ installment amount. The balance amount shall be refundable to the applicant(s)/allottee(s) without any interest, after the said Unit is allotted to some other intending applicant and after compliance of certain formalities by the applicant(s)/allottee(s). Further, if any discount/concession has been given by the Company in the Basis Sale Price/ in the payment term to the applicant(s)/allottee(s) in lieu of consensus of the applicant(s) for timely payment of installments and other allied charges, then the applicant(s)/allottee(s) hereby authorizes the Company to withdraw such discount concession and demand the payment of such discount/concession amount as a part of sale consideration amount, which the applicant hereby agree to pay immediately. The Company, however, in its absolute discretion may condone the delay by charging penal interest @ 12% p.a. on all outstanding dues from their respective due dates.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

- 11 The Company has defined the standard of internal development and in case of any change at a later stage in the specifications of internal development thereby resulting in the Company incurring any extra charges on account of such changes, the same shall be recovered on pro-rata basis from the applicant(s) and shall be payable as and when demanded by the Company.
- 12 The final sale price of the said Unit is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, culverts, laying of underground cabling, fixing poles and making provision for electrification and street lighting, laying of pipes and constructing underground/overhead water tanks for water supply, sewerage line and providing road side horticulture, development of parks etc. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned local authority up to the periphery of the said Project
- 13 The final sale price of the said Unit includes the cost for external electrification, water and sewerage connection, power backup, storm water connection and provision for fire-fighting as per prevalent norms. However, the same does not include interest free advance maintenance security, club, electricity meter connection cost and other expenses like P.L.C. and M.R.M.C. as stated in the price list and other administrative cost and expenses, which shall be payable by the applicant(s)/allottee(s) in addition to the basic price of the said Unit. The applicant(s)/allottee(s) shall pay the amount to the Company on demand. Price list is attached with Annexure.
- 14 The applicant(s)/allottee(s) agrees that if any reserved covered parking space(s) allotted to him for his use, the same shall be understood to be together with the said Unit as its integral part and the same shall not have independent legal entity detached from the said Unit. The Buyer(s) undertakes not to sell/transfer/ deal with the reserved covered parking space independent of the said Unit. The Buyer(s) undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the open land of the Project. The Buyer agrees that the allotted parking space is only for right to use and the Buyer shall not force the Company to transfer the title of the said parking space in its favour. The Buyer(s) agrees and confirms that the reserved covered parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, and repossession etc. of the said Unit under any of the provisions of this Agreement. Further the Buyer agrees that the car parking opted at the time of application/allotment is tentative and the same shall be confirmed at the time of offer of possession of the said Unit as per actual availability.
- 15 It is agreed by the parties, that in the event of any cost incurred by the company on account of any subsequent change/modifications in any laws/bye laws, order or directions of any competent authority in respect of installation/provision of Fire-fighting equipment and/or preventive measures in the common area or where any such changes/modifications are deemed necessary by the applicant(s)/allottee(s), shall be chargeable extra from the applicant(s)/allottee(s) on pro-rata basis
- 16 The applicant(s)/allottee(s) agrees that specifications shown in the brochure/ pamphlet advertisements etc. are indicative only and that the Company may on its own provide any additional/ better specifications and/ or facilities other than those mentioned in the brochure/ pamphlet advertisements etc. due to technical or aesthetic reasons including due to non-availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/ said Unit. The applicant(s)/allottee(s) agrees to pay for the cost of additional/ better specifications and/or facilities as additional cost proportionately or as the case may be, as and when demanded by the Company.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

- 17 The applicant(s) hereby agrees that in case of cancellation of booking or assignment of allotment right of the said Unit he shall submit 'No Objection' Certificate' from the concerned agent, if any, in this regard.
- 18 All payments by the applicant(s) shall be made to the Company through demand drafts/cheques/RTGS/NEFT drawn upon scheduled banks in favour of Narena Infra Pvt.Ltd.-Collection Account for The Elite payable at par only. If any of the cheque(s) submitted by the applicant(s)/allottee(s) along with this application form and subsequently with and for the allotment letter is dishonored then the allotment booking of the said Unit may be deemed to be cancelled and the Company will not be under any obligation to inform the applicant about the dishonor of the cheque or cancellation of the allotment/booking. The applicant(s) will not be entitled to tender new cheque in place of dishonored cheque unless or otherwise agreed by the Company. It is further agreed that this application form shall be processed only after cheques tendered by the applicant along with this application form are fully encashed.
- 19 Assignment of allotment of the said Unit by the applicant(s) allottee(s) may 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
- 20 assignee agrees to abide by all the terms of booking allotment as case may be
The maintenance of the common areas will be carried out by the maintenance agency but move inside the said Unit will be carried out by the applicant(s) only and further the applicant(s) shall be responsible for proper transportation of all waste, garbage, refuse etc by using covered cans/bags as biodegradable and non biodegradable waste
- 21 In order to provide necessary maintenance services the Company may, after offer of possession of the said Unit to the applicant(s) allottee(s), hand over the maintenance of the said Project to anybody corporate or an association (hereinafter referred to as "Maintenance Agency) as the Company may in its sole discretion deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the Project buildings including landscaping and common lawns, water bodies and other common areas of the Project will be undertaken by the Company or its nominated maintenance agency. The applicant(s)/allottee(s) agrees and consents to the said arrangements. The applicant(s)/allottee(s) shall pay maintenance charges, which will be fixed by the Company of its nominated maintenance agency from time to time depending upon the maintenance cost. Any delay in making payment will render the applicant liable to pay interest @18% per annum. Non-payment of any of the charges within the term specified shall also disentitle the applicant from the enjoyment of the common areas and services.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

- 22 The applicant(s)/allottee(s) agrees to pay to the Company interest free maintenance security in order to secure adequate provision of the maintenance services and for due performance of the applicant(s)/allottee(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The applicant(s)/allottee(s) hereby agrees 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 said Unit is physically occupied by the applicant(s)/allottee(s) or not. Further, in order to smooth the function and mechanism of payment of monthly maintenance charges, the applicant(s)/allottee(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 Unit and further the applicant(s)/allottee(s) hereby authorizes 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 hereby agrees that the Company/ the maintenance agency shall not deliver the 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, the applicant(s)/allottee(s) hereby agrees to pay maintenance charges in respect of the said Unit 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, the applicant(s)/allottee(s) shall pay maintenance charges along with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle the applicant(s)/allottee(s) to the enjoyment of common services including electricity, water etc.
- 23 It is clearly understood and agreed by the applicant(s) that he/she shall have no right to claim partitions of the said Unit and/or common areas/facilities. The possession of the common area remains with the Company or the maintenance agency appointed by the Company and is not intended to be given to the applicant(s) except a limited right to user subject to payment of all such charges.
- 24 Applicant, having NRI/ PIO / OCI status or being foreign nationals 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 Authority/the 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. The applicant agrees that the Company will not be liable in any manner on such account.
- 25 The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Unit may be availed by the applicant(s). However, if a particular institution/Bank refuses to extend financial assistance on any ground, the applicant(s) shall not make such refusal an excuse for non-payment of further installments/dues. In case of the applicant(s) who have opted for long term payment plan arrangement with any financial institutions/banks, the conveyance of the said Unit in favour of the applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions/banks.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

- 26 The applicant(s)/allottee(s) hereby agrees that the Company and/or its nominee shall manage the Club (if any) and may invite persons other than applicant(s)/allottee(s) of other Units in the said Project for club membership. The applicant shall not interfere in the management and/or maintenance of the Club in any manner whatsoever and shall be entitled to avail the Club facilities/services as per the rules and regulations of the Club. It is clarified that the applicant(s)/allottee(s) shall not have any ownership right in the Club, its equipment, buildings & constructions and in the land underneath whether its management is done by the Company and/or its nominee appointed for this purpose.
- 27 The applicant(s)/allottee(s) shall before taking possession of the said Unit, must clear all the dues towards the said Unit and have the conveyance deed for the said Unit completed and registered in his favour by the Company after paying stamp duty, registration fee and other charges/expenses. The applicant shall be fully responsible for paying any deficient stamp duty and other charges to the Govt. authorities. Unless the conveyance deed is executed and registered, the Company shall continue to have all authority over the said Unit and all amounts paid by the applicant(s) under this application form and subsequently in the allotment letter/buyers agreement in this regard shall merely be a token payment for allotment/purchase of the said Unit and shall not give him/her any lien or interest on the said unit unless and until she/he has complied with all the terms and conditions of this application and subsequent allotment and conveyance deed of the said Unit has been executed and registered in his favour.
- 28 The applicant(s)/allottee(s) shall use/cause to be used the said Unit for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the said Unit and forfeiture of the earnest money and other dues as stated in Clause 6 and 7 herein above and the applicant/allottee will have to compensate the Company for all other losses resulting therefrom.
- 29 The Company shall put its best efforts to complete the development of the Unit within 48 Months (Fourth Eighth) months or within an extended period of six months from the date of signing of allotment letter/agreement, as the case may be, by the applicant(s)/allottee(s) in this regard. However, the computation of the development period shall commence only after the receipt of confirmation regarding provisional allotment of the said Unit by the Company and same always be subject to force majeure conditions mentioned in this application form and subject to various said Unit applicants j/Alottee(s) making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons including untimely payment by the applicant(s)/allottee(s) and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the applicant(s)/allottee(s). The aforesaid period of development shall be computed by excluding Sundays, bank holidays, enforced Govt. holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

- 30 The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for In this application form if such performance is prevented, delayed or hindered by act of GOD, pandemic, lock-down, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company. Further, the Company shall not be held liable for any delay in offer of possession of the said Unit to the Applicant(s)/Allottee(s) if the delay is caused as a result of any act, order, rule, notifications etc. of the Government or any competent Authority or due to delay in sanction of layout/zoning plans/grant of completion/ occupation certificate by the Competent authority or due to carrying out any alternate/additional work demanded by the Buyer(s) in the said Unit at any point of time during development of the said Unit. However, in case of delay in construction of the said Unit attributable to delay of Company subject to Clause herein, the Company would pay to the Buyer a sum of Rs. 5/- (Rupees Five only) per sq. ft. per month for the super area for the period of delay. However, in case the buyer(s) fails to adhere the terms and condition provided in this Application Form/Allotment Letter/ Agreement or default in making any timely payment as per payment plan opted by him, on such eventuality Buyer(s) hereby agrees not to claim any penalty for delay in construction of the said Unit or offer of possession of the said Unit.
- 31 The Company shall after completion of the development of the said Unit, offer in willing to the applicant(s)/allottee(s) to take over occupy and use the said Unit within thirty(30) days from the date of offer of possession and the Company shall hand over the Unit to the applicant(s)/allottee(s) for his occupation and use subject to the applicant(s) allottee(s) having complied with all the terms and conditions of Application Form/ subsequent Allotment Letter/Buyer(s) Agreemerit etc. in this regard. If the applicant(s)/allottee(s) fails to take over the said Unit as aforesaid within the time limit prescribed by the Company in its notice, the said Apartment/Flat shall lie at the risk and cost of the applicant(s)/allottee(s) and the Company shall have no ability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the said Unit or for any other purpose. Further it is agreed by the applicant(s)/allottee(s) that in the event of his failure to take over the said Unit in the manner as aforesaid, the applicant(s)/allottee(s) shall pay to the Company holding penalty at the rate of Rs. 5/- (Rupees Five only) per sq. ft. of the built up area of the said Unit per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Unit till the entire holding penalty with applicable overdue interest at the rates as prescribed in this Application Form is fully paid.
- 32 The applicant(s)/allottee(s) after taking possession of the said Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession of the said Unit by the applicant(s)/allottee(s) or his authorized representative.
- 33 In case of any supervening event like acquisition or any other decision of the Government or Local Authorities, the company is unable to complete the development construction of the said unit, The Buyer(s) shall remain obliged to make payment to the company proportionate to the extent of the completion thereof and as may be certified by the Architect of the company. The decision so made shall be final. However, the Buyer(s) shall be entitled to transfer of the right to receive the compensation (if any) of the company from the Government in respect of the said Unit.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

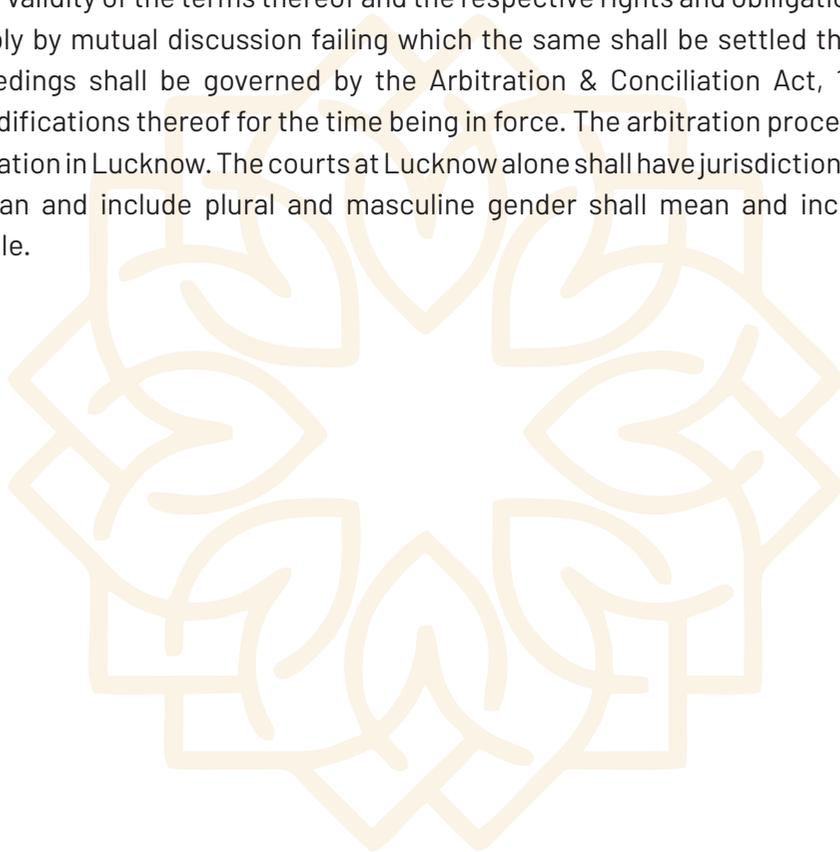
- 34 The applicant(s)/allottee(s) shall have no objection in case the company creates a charge/mortgage/securitization of receivables on the project land/said Unit during the course of development of the Project for raising loan from any bank/final institution. However, such charge, if created, shall be vacated/satisfied/discharged before execution of sale deed/transfer deed in this regard. The Company/ Financial institution/Bank shall always have the first lien/charge on the said Unit/project land in respect of the loan granted for the purpose of the construction of the said tower/project.
- 35 Detailed terms and conditions shall form part of the Allotment Letter/Buyer's Agreement which the applicant(s)/allottee(s) shall execute on confirmation of allotment.
- 36 To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s)/allottee(s) 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 the applicant(s)/allottee(s)
- 37 The applicant(s)/allottee(s) hereby confirms and agrees that towards its application/booking of the said Unit, the company may honor only written commitment made by the commercial head of the Company. The Commercial Head of the company is only authorized signatory of the Company in this regard. If any oral/written commitment made by the any other person to the applicant(s) allottee(s) on such eventuality the company will not be liable to honor such commitment
- 38 The applicant(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or il competent authority causes delays, with holds, denies the grant of necessary approvals for the said Unit and or said project for if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority become subject matter of any suit/writ before a competent court or due to force majeure conditions or any reason beyond the control of the Company, the Company, after provisional and/or final allotment, is unable to deliver the said Apartment and/or allotted parking space to the applicant for his/her occupation and use, the applicant agrees that the company shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
- 39 If for any reason the company is not in a position to allot the said Unit applied for, the company may consider for an alternate allotment for the said Unit of having more or less similar area and specification and the applicant(s) agrees to take such alternative allotment of the Unit without any protest or demur.
- 40 The applicant(s)/allottee(s) confirms that the company reserves right to transform the Project from the high rise to low rise or vice-versa at any time for betterment of the Project and in such case the applicant(s) agrees to cooperate with the Company in this regard and continue with his booking of unit in the said Project.
- 41 The Allotment in pursuant to this application is subject to the terms and conditions of sanction of layout plan and/or licenses issued by Town planning Authority (herein LDA) or any other competent authority/ies in respect of the said Project to the Company and the applicant(s) hereby accept and agrees to abide by the same.
- 42 The applicant(s)/allottee(s) shall get his complete address registered with the company at the time of booking and it shall be his responsibility to inform the company by registered A.D. letter, courier, email about all subsequent changes in his address, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. In all communications the reference of the allotted said Unit must be mentioned clearly.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

- 43 In case there are joint applicants/allottees, all communications shall be sent by the company to the applicant 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 applicant(s)/allottee(s).
- 44 The applicant(s) has/have read and understood the terms and condition herein. The terms and conditions herein are to be read in conjunction with the Allotment Letters/ Buyers Agreement, sale/conveyance and post maintenance agreement and letter sent by the company, specific to the project. If any misrepresentation/concealment suppression of material facts are found to be made by the applicant(s)/allottee(s), the allotment will be cancelled and the earnest money as mentioned in herein above shall be forfeited and the applicant(s)/allottee(s) shall be liable for such representation/concealment suppression of material facts in all respect.
- 45 If any disputes arising out of 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 & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow. The courts at Lucknow alone shall have jurisdiction in case of any dispute.
- 46 Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.



X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

DECLARATION

I/We the undersigned applicant (Sole/First/Second/Third Applicant), do hereby declare that the above mentioned particulars/ information given by me/us are irrevocable, true and correct to the best of my knowledge and belief to be true and nothing has been concealed therefrom. I/we have gone through the terms and conditions written herein above (i.e the instant application Form) and accept the same without any coercion, inducement, enticement etc., The terms and conditions shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s).

I/We further declare that in case of non- allotment of the said Unit' my/our claim shall be limited only to the extent of amount paid by me/us in relation to this application form and subsequently Allotment Letter/Agreement in this regard. I/we further undertake to inform the company of any change in my/our address or in any other particular/ information, given above till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us.

Signature of the Applicant(s)

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)



FOR MORE ENQUIRY
+91 9696 322 322
Corporate Office: C-4/65,
Gomti Nagar Extension, Lucknow
UPRERAPRJXXXXXX