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MI Central Park

FOR OFFICIAL USE

Application No. _____

Customer Type (Kindly (X) the relevant box) Marketing Representative _____

Individual Ltd. Company Pvt. Ltd. Company Proprietorship Partnership

Firm

HUF NGO/Charitable Trust otherslf others, Specify _____

For Office Use only

Application Status: Accepted/Rejected

Booking Date: Customer _____

Customer ID: _____

Booking Mode: _____

Property No. : _____

Entry Type : _____

M/s M.I. Builders Pvt. Ltd.

New Janpath Complex 6th floor

9A, Ashok Marg Hazratganj

Lucknow-226001

Dear Sir ,

I/we examined the tentative plan of Residential Group housing Project named as "M.I. Central Park" to be developed and constructed by M/s. M.I. Builders Pvt. Ltd. (herein referred to as Company) situated at Plot No.- 783, 784, 801, 802, 803, 805, 865, 799 Vill.- Sarsawan, Arjunganj, Sultanpur Road, Lucknow and hereby apply for allotment of a Residential flat therein.

I/We agree that the allotment of Residential Flat shall be done by the Company which I agree to accept without any protest relating to its Location and shall pay the Preferential Location Charges, If the said Residential Flat tends to be preferentially located. I shall abide by the basic terms and conditions attached to this application form and also agree to sign and execute , as and when desired by the Company, the Allotment Letter or 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 accept the specification of the Residential Flat and shall pay Basic Sale Price, Preferential Location Charges, Additional Cost, Government Levies (tax/service taxes), Maintenance Deposit, applicable Stamp Duty etc. as and when demanded by the company. I/we hereby remit a sum of Rs. _____ (Rupees _____) vide Bank Draft/ Cheque No. dated _____ drawn on _____ being booking money for allotment of Residential Flat.

I/we clearly understand that this application does not constitute an agreement to sale and I/we do not become entitled to the provisional and/or final allotment of Residential Flat notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Allotment letter, Addendum to the allotment letter, and/or such other documents as may be required by the company (depending on the option availed) the allotment shall become final and binding upon the company. If , however, I/we cancel this application or I/we fail to sign/execute and return Allotment letter/Buyer's Agreement within thirty (30) days from its dispatch by the company then the company may at its discretion treat my/our application as cancelled and the earnest money paid by me/us shall stand forfeited.

I/we further agree to pay the installment and additional charges/cost 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 application/allotment will be cancelled and the booking/earnest money along with interest, if any shall be forfeited by the company . My/our particulars are given at the next page.

First Applicant Signature _____

Second/Co Applicant Signature _____

Affix Passport size photograph of the First/Sole Applicant

Applicant's Particulars for Reference and Record

*To be filled in BLOCK LETTERS by the applicant using a BLACK pen.

SOLE / FIRST APPLICANT DETAILS

(Leave a Space Blank between two consecutive words)

1. SOLE/FIRSTAPPLICANT:

Mr/Mrs./Ms./M/s. _____, Age: _____ Yrs.

S/W/D/C/o of _____, Nationality _____,

Profession _____, Designation _____

origin. Income Tax Permanent Account (PAN) No. _____, Date of Birth _____

Permanent Address: _____

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

Office Name & Address _____

Tel No. _____, Mobile No. _____, Fax No. _____

Office Name & Address _____

Tel No. _____, Mobile No. _____, Fax No. _____

Email Address _____

Preferred correspondence Address: Residence Office

(_____)

Signature

Kindly (X) the Relevant Box

Residential Status: Resident Non Resident Person of Indian Origin Foreign National

Marital Status: Married Unmarried No. of children

Professional Details:

Industry: IT IT-ES/BPO/KPO Manufacturing Financial Services Telecom Retail
 Hospitality Services Medical Media/Entertainment Travel /Transport
 Others, Please Specify.....

b. Annual Income:

<15 Lakhs 15-20 Lakhs 20-30 Lakhs 30-50Lakhs 50 Lakhs & >

Date:

Place:

First Applicant Signature

Affix Passport size photograph of the First/Sole Applicant

Applicant's Particulars for Reference and Record

*To be filled in BLOCK LETTERS by the applicant using a BLACK pen.

Co - APPLICANT DETAILS

(Leave a Space Blank between two consecutive words)

1. SOLE/FIRSTAPPLICANT:

Mr/Mrs./Ms./M/s. _____, Age: _____ Yrs.

S/W/D/C/o of _____, Nationality _____,

Profession _____, Designation _____

origin. Income Tax Permanent Account (PAN) No. _____, Date of Birth _____

Permanent Address: _____

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

Office Name & Address _____

Tel No. _____, Mobile No. _____, Fax No. _____

Office Name & Address _____

Tel No. _____, Mobile No. _____, Fax No. _____

Email Address _____

Preferred correspondence Address: Residence Office

(_____)

Signature

Kindly (X) the Relevant Box

Residential Status: Resident Non Resident Person of Indian Origin Foreign National

Marital Status: Married Unmarried No. of children

Professional Details:

Industry: IT IT-ES/BPO/KPO Manufacturing Financial Services Telecom Retail
 Hospitality Services Medical Media/Entertainment Travel /Transport
 Others, Please Specify.....

b. Annual Income:

<15 Lakhs 15-20 Lakhs 20-30 Lakhs 30-50Lakhs 50 Lakhs & >

Date:

Place:

Secound/co Applicant Signature

DETAILS OF RESIDENTIAL FLAT:

Flat No. _____ Tower Name _____ Floor _____

Type _____ Total Super Area _____ Sq. ft. _____ Sq. Mtr.

DETAILS OF PRICING: (Amount in Rs.)

A. Basic Cost of the Residential Flat	As per applicable Price list (Sq Ft/Sq Mtr/Sq Yard)	(Amount in Rs.) PRICE
---------------------------------------	--	--------------------------

Basic Sale Price(BSP)	_____	_____
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Preferential Location Charges (PLC)	_____	_____
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B. Additional Cost

1.Club	_____	_____
--------	-------	-------

2.Car Parking	_____	_____
---------------	-------	-------

3. Power Back-up Installation Cost	_____	_____
------------------------------------	-------	-------

4. EEC & FFEC	_____	_____
---------------	-------	-------

5. Basement Storage	_____	_____
---------------------	-------	-------

6. Other Cost	_____	_____
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C. Govt. Levy

EDC (As applicable)	_____	_____
---------------------	-------	-------

IDC (As applicable)	_____	_____
---------------------	-------	-------

IDC (As applicable)	_____	_____
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Total Amount (A+B+C) Amount in Figure	_____	_____
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Amount in Words _____

Plan Type (Tick whichever is applicable):

a. Construction Link Plan b. Flexi Plan c. Down Payment Plan (Special)

Plan Details (Tick whichever is applicable):

a. Additional Discount b. TLP Mode of Booking:

Dealer Information:

Dealer Name: _____

Dealer Address _____

Dealer Contact No.: _____



DEALER DECLARATION

I authorized signatory of M/s-----having ASO Code No. -----, do hereby declare that all the particulars filled by the Applicant(s)

herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid

Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/ information found to be forged or faked

and resultant cancellation of booked Unit by the Company. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

Address & Mobile No.

Signature of the Dealer with stamp

Signature Specimen

First Applicant Signature	
Specimen One	Specimen Two
Co/Second Applicant Signature	
Specimen One	Specimen Two

- Application Form is completely filled with photographs and duly signed by the Applicant(s)
- Four Specimen Signatures have been made by the Applicant(s)
- Cheque for booking amount is in proper name and duly signed and dated
- Self attested copies of PAN card of all applicants are attached with the form
- Self attested copy of Passport for all foreign Nationals of Indian Origin is attached with the form
- Address Proof and other relevant documents are attached with the form
- 10 Photographs of each applicants

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. I/we shall be liable and responsible for cancellation of booked Unit by the Company, if the enclosed document/ information found to be forged or faked. 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 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. I/we have applied for the allotment of the aforesaid Residential Flat through my/our aforesaid dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid Residential Flat, and shall not hold the Company responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever

GENERAL TERMS & CONDITIONS

Terms and condition:-

I/ we have applied for an apartment in the residential group housing project named as "M.I. Central Park" ("Said Project") to be developed and Constructed by M/S. M.I. Builders Pvt. Ltd.(herein after referred to as the Company) on land situated in Plot No.- 783, 784, 801, 802, 803, 805, 865, 799 Vill.- Sarsawan, Arjungaj, Sultanpur Road, Lucknow.

Notwithstanding anything contained here 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 and submission of all relevant documents.

Before applying for allotment of Apartment, I/we have fully satisfied myself/our self 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 bye-laws/ guidelines of the Development Authority and/or any other Govt. Agencies 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 Development Authority and/or any other Govt. Agencies in this regard to the Company.

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 on the Company's standard format which has been read and understood by me/us.

I/we acknowledge that the Company, as and when 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, It's 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 Application and that I/we have relied solely on my/our judgment and investigation(s) for applying for allotment of the said Apartment.

I/we hereby agree and understand that the Apartment area provided herein & subsequently in Allotment Letter 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, numbers, etc. The final super area, size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project.

I/we have examined the tentative plans, designs and specification 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.

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.

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.

- (i) I/we understand and agree that timely payment of installment of the 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.
- To keep in abeyance/ suspension of the booking or cancel the allotment of the said Apartment.
- To forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments,
- To re-allocate the provisional allotment of the said Apartment which included 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© 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 a manner detailed in clause no. 6 of this Application Form.
- (iv) Further, if any discount/concession, in whatsoever way, has 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 agree to pay immediately. The Company in it's absolute discretion may condone the delay by charging penal interest @18% P.A. upto three month delay from the due date of payment and @24% P.A. thereafter on all outstanding dues from their respective due dates.

I/we further agree that in case of payment plan with Down Payment option, if/we fail to pay the installments in the promised time frame, then the Down Payment Plan shall be automatically considered as interest free time/construction 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 Down Payment Plan of the said Apartment. The payment Plans are annexed herewith as Annexure-A

Assignment of allotment of the Apartment by the applicants 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 right in the said Apartment in favour of my/our Assignee(s).

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 the Service tax shall be payable in accordance with his 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 eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit Applicant shall be liable to pay the due installments along with due services tax along with interest as given in clause



no.10 (iv)

14.

(A) That upon the completion of construction of the said flat excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession / Final Demand notice (FDN) to the Allottee/s. Final Finishing means & includes painting (internal & external), polishing, fixing of CP fitting fixtures, fixing of flooring, cleaning etc requiring about 60 days for its completion. It is understood and agreed by the Allottee/s that the final finishing will be subject to the full settlement of account and completion of all other procedural and documentary requirement envisaged herein.

(B)

(1) The possession of the said flat will be given after execution of Transfer /Sales Deed, subject to force majeure Condition and payment of all the amount due and payable by the Allottee/s up to the date of such possession including Lump sum Deposit for Maintenance (defined hereinafter), LSMD, (defined hereinafter), MRMC (PDC of monthly recurring maintenance charges), stamp duty and other charges as applicable to the company.

(2) The Allottee/s has to make up-to-date of all dues within 30 days of written offer of possession of Final Demand Notice (FDN), Further, the Allottee/s has to take possession of the said Flat within 60 days of the written offer of possession or Final Demand notice (herein "Said Period") from the company failing which the said Flat will lie at the risk & cost of the Allottee/s. In other words, possession of the said Flat shall become due on the date of expiry of the Said Period (herein "Possession Due date"). The Allottee/s understands & agrees that the LSMD, MRMC (defined hereinafter), Holding/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.

(3) The Allottee/s understand & agree that in the event of his/her failure to take over the possession of the said Flat beyond 6 (Six) months from the Possession Due Date, then besides the levy of applicable Holding/chowkidari charges, LSMD, MRMC, other charges etc. The said Flat shall be handed over to 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.

(C) The Allottee/s agrees and undertakes to sign the standard form of possession document/s, Maintenance agreement 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, LSMD, MRMC, stamp duty, and other charges etc. at the time of offer of possession /FDN.

(D) The construction of Said Flat is likely to be completed within the period as given in price list commencement of construction of the particular Block in which the Said Flat is located with a grace period of 6 (Six) months subject to the receipt of requisite building/revised building plans/ other approvals & permission from the concerned authority ; Force Majeure Condition; restrains or restrictions from any court/authorities; non-availability of building materials; disputes with contractors/work force etc and circumstances beyond the control of the Company & also subject to timely payment by the Allottee/s in accordance with the terms contained herein. No claim by way of damage/compensation shall lie against the Company in case of delay in handing over of possession on account of the aforesaid reasons.

15. On completion of construction work of said Flat and / or offer of possession or Possession Due Date (defined hereinbefore) of said Flat, whichever is earlier:-

(A) (i) On completion of the building /allotted unit possession due date, company shall give the offer of possession and shall intimate the amount to be deposited as Lump-sum maintenance Deposit (LSMD) for the maintenance and upkeep of infrastructure installation means cost of AMC & repairing of break downs.

(ii) Maintenance of infrastructure installation shall be done with the interest earned on LSMD, if interest earned on LSMD falls short to the actual expenses incurred, additional demand on pro rata basis shall



be raised by the Company or Association as the case may be.

- (B) Allottees/occupants cannot form Association from the day of first possession. Initial office bearers shall be nominated by the company for the minimum tenure of one year, which shall be reckoned from the date of taking over the maintenance of the complex by the association.
 - (C) It shall be incumbent on each Allottee to join the association formed of with the support of company for the purpose of management and maintenance of the complex at the time of possession of the flat and to abide by the rules of the association.
 - (D) Company shall handover the responsibility of the maintenance of the complex along with the LSMD & balance PDC of MRMC (if any) within a period of 2 years from the date of first possession or minimum 40% possession are being handed over, whichever is earlier and thereafter association shall maintain the complex and collect the additional amount (if any) from the Allottees for smooth running & maintenance of the complex.
 - (E) Common service and apartment land of the block only shall be transferred to the association. Space like unsold areas parking, storage space etc. shall not be handed over to the association and will be owned by the company or sold to any agency or individual as the case may be, on any terms as the Company deems fit.
 - (F) In no case Company shall be liable to maintain the complex beyond the period of 24 months from the date of first possession.
 - (G) (i) A recreation club shall be constructed and the Allottees/residents of the complex, shall be patron member of the club. Company shall charge Lump-sum Club Membership fees from every Allottee, the Club Membership fee charged by the Company from the Allottees shall be for lifetime membership in the aid club. Apart from club membership fee, Company shall charge subscription charges according to the monthly expenses incurred for the running of facilities provided with the club.
(ii) The ownership of the Club, Swimming Pool in the project shall remain with the company & same may be leased / transferred to any Person(s) for its maintenance and operation thereof ("Said Person (s)"). It shall be incumbent on all the Allottee/s to become the member of club and to pay one time membership fees as well as monthly subscription charges as may be determined by the company / said person(s) for smooth and proper running of club facilities irrespective of the fact, whether (i) Allottee/s is using the club or not (ii) Possession of this Said Flat has been taken over or not.
16. The Allottee/s upon offer of possession agrees to enter into maintenance agreement with the company owners or any other nominee/agency/association or other body as may be appointed/nominated by the company (hereinafter referred to as the Maintenance Agency) from time to time for maintenance and upkeep of the complex. However, failure on the part of the 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.
17. The company/Maintenance Agency shall maintain the complex till the maintenance is handed over to the Maintenance Agency for a period as referred in Clause above from the date of completion of the block in which Said flat is Located and/or Project, whichever is earlier and the Company is not bound to maintain the Block and/or Colony beyond such period, as aforesaid. It is only playing the role of maintenance facilitator till that period. If the Association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the Said Security net of default of maintenance Charges; other dues etc. Along with applicable interest and discontinue maintenance of the Block/project. If association fails to accept the said return of said security within 15 days of written intimation to such effect, then the net of default of said security shall lie with the Company without creating any liability to either provide maintenance or interest on the same.
18. The maintenance of said flat 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, whatever is earlier.
19. The Company has made clear to the Allottee/s that it shall be carrying out extensive development/construction with the existing ones in the project. The Allottee/s has agreed that



he/she/they shall not make any objection or make any claim or default any payment 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 etc as above said.

20. The Allottee/s shall get exclusive possession and title of the said flat along with allotted proportionate undivided share in land on which Said Block/Project is constructed 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, etc except the right of usage of common passage/roads/common areas, as defined here in above, and carved out in the project as per sanctioned lay out plan.
21. The Allottee/s agrees and understands that he/she/they shall not have any right in any commercial premises, shops, community center etc, if any, constructed in the Project. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Allottee/s shall not have right to interfere in the manner of booking/allotment or sale of such commercial premises, buildings, shops, community center etc. To any personal/s and also in their operation and management.
22. The Allottee/s agrees and understand to pay to the company all amount as may be intimated by the company towards City Development Charges (CDC), Bandha Charges, Malba Charges, water charges, water & sewer connection charges, EDC, EEC, Administrative Expenses or any other charges levied by LDA / Nagar Nigam / Government Body etc.
23. The Future Purchasable /additional FAR allowed by the Approving authority /government to the company, the company shall have the right to construct the additional Units/flats on the said Land and in such a situation the Allottee shall have no right to restrict the company for the construction of the additional units/Flats on the such additional FAR
24. 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/built up area of the said Apartment including entire area enclosed by its periphery walls including area under walls, columns, etc, and half of the area of common walls with other Apartments which from 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, staircase, munties, services areas including but not limited to machine room, security/fire control rooms, maintenance offices/stores etc., if provided
25. I/we have NRI /PIO status or if I/We am/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 Authority/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.
26. 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 institution 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 pre requisite condition precedent of availability 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's to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of future installments/dues.
27. In case, forced to abandon the said project due to force majeure circumstances or for reasons beyond



its control, the Company shall refund the amount without any interest paid by the applicant upon compliance of necessary formalities by me/us.

28. The Company shall endeavor to give possession of the Apartment to the applicant, subject to force majeure circumstance and reason 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.
29. 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 favour by the company after paying applicable stamp duty, registration fee and other legal charges/expenses.
30. 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 allotment 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.
31. I/we shall have no objection in case the Company creates on the project land during the course of development of the 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.
32. 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, all demand notices and letters posted at their Registered Address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur there from. 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.
33. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter, 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 face, on such contingency the terms and conditions of the Allotment Letter shall supersede over the terms and 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 in this regard.
34. In case there are joint applicants, all communication shall be sent by the Company to the applicant whose name appears first, at the address given by him/her 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 named applicants.
35. The applicant(s) has represented that he has specifically understood and agreed that-
The performance by the Developer of its obligation under these presents are contingent and bound and regulated upon approvals to be granted by various statutory authorities/local bodies/departments (herein referred to as Authorities) from time to time and subject to all applicable laws/notification/condition as imposed by these authorities.
The Developer has readily provided and the applicant(s) has seen and received to its satisfaction all information and clarification as required by the applicant(s) and the applicant(s) is applying for the said unit with full knowledge of all the rights, title and interests of the company and laws, rules, regulation, notifications, etc, applicable to the Complex. All the queries related to unit, projects etc, have already been answered by the Company to the complete satisfaction of the applicant and no further investigation in this regard is required by the applicant(s). The applicant(s) confirm that this Application is irrevocable and can not be withdrawn.
The allotment of the said unit shall be provisional and shall only be confirmed upon the execution of the proposed Builder Buyer Understanding. The allotment of the Unit is entirely at the discretion of the Developer. The ownership right of the Applicant begins only after the full payment is made such as Basic sale price, EEC, EFC, PLC Club membership, any other charges, if any and all government



charges etc. and registered conveyance deed/ Sub lease deed of property is executed in his favour. The applicant(s) accepts that the Plans are tentative and the area/location of said unit may be changes/varied during the course of construction to the extent of plus/minus ten percent to which the applicant(s) shall not object. The applicant(s) further agrees to pay consideration for the increased area, if any and if the area decreases, the Developer will refund the amount or adjust the amount in future installments as the case may be. However, subject to the fact, that if the area increases or decreases by three percent, no amount shall be demanded or refunded by the Developer as the case may be.

36. That the company will allow discount offered by broker/agent to applicant(s) only if it is mentioned in the booking form and duly approved by the company, further the company will not be responsible for any credit note issued to the applicant(s) or any other commitment whether oral or written solely made by broker/agent/any other staff.
37. In case the Applicant at any time, desires for cancellation of the allotment , it may be agreed to by Company, though in such a case, 25% of the Basic Sale Price of the Unit, constituting the Earnest Money, together with any interest on installments, interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the company to the brokers in case of booking is done through a broker, shall be forfeited and the balance, if any refunded to the Applicant without any interest.
38. The provisional/final allotment is entirely at the sole discretion of the company and the company has the right to accept or reject this application without assigning any reason thereof. Submitting of this application does not give any right to allotment to the applicants.
39. In case the application is made by corporate body, firm , trust etc or through an attorney the same should be accompanied with the certified copy of the memorandum and article of association/partnership deed/ trust deed and resolution/authority letter or registered power of attorney, as the case may be.
40. The timely payment of installment as indicated in Payment plan is the essence of the scheme. If any installment is not paid as per the payment plan, the company will charge interest @18% p.a. on the delayed payment for the period of delay. However if any installment or consideration (even partly) remains in arrears for more than 60 days as per the payment plan, the booking/allotment shall automatically stand cancelled and this application shall stand rejected without any further intimation to the applicant and the applicant will have no right on the unit applied/allotted in such a case the amount deposited up to 25% of the basic sale price of the unit, which constitute the earnest money together with any interest or installment, interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the company to the brokers in case of booking is done through a broker shall stand forfeited and the balance amount, if any will be refunded to the applicant without any interest however, in exceptional and genuine circumstances the company may at it's sole discretion condone the delay in payment by charging penal interest @18% p.a. instead of interest as above and restore the unit in the name of applicant(s) if it has not been allotted to anyone else, otherwise an alternate unit if available may be offered in lieu of the same.
41. The basic sale price of the Unit is fixed, save and except increase which the applicant(s) agrees to pay due to any exorbitant increase in the cost of construction material of charges, increase in govt. charges, External development charges, infrastructural development charges government rates, taxes, cesses etc and/or any other charges which may be levied or imposed or recoverable by the government/statutory authorities from time to time.
42. In case the applicant wants to avail of a loan facility from his employer or any financial institution/banks to facilitate the purchase of the unit applied for, same shall be subject to the terms and conditions laid down by the LDA and subject to the following –
The terms of the financing agency shall exclusively be binding and applicable upon the applicant only. The responsibility of getting the loan sanctioned and disbursed as per the agreed payment plan will rest exclusively on the applicant. In the event of the loan not being sanctioned or the disbursement or



getting delayed for any reason the payment of the company as per the payment , shall be ensured by the applicant. , failing which, the applicant shall be governed by the provision contained in clause 40 as above. Company shall not be responsible for arranging loan for the applicant.

43. The Company may on its own provide additional/better specification/ or facilities other than those mentioned in the specification sheet or sale brochures due to technical reason or due to popular demand or for reason of overall betterment of the project/individual unit the proportionate cost of such changes shall be borne by the applicant.
44. The completion of the unit/project will be done as per the completion date provided in the agreement/letter of allotment subject to receiving the timely consideration price and force majeure however if the applicant opts to pay in advance under the down payment plan suitable discount may be allowed but the completion schedule shall remain unaffected.
45. The drawing shown in the brochure or subject to changes by the architects/company before or during the course of construction without any objection or claim from the applicant. Within the consideration cost the company shall complete all the work as per the agreement/letter of allotment.
Generator line or any other power back up system shall be provided with the residential unit, cost of generator, installation charges etc will be paid by the applicant . running cost of the power back up system to the units shall be proportionately borne by the applicant over and above the general maintenance charges.
The applicant(s) shall be offered membership of the recreational club in project, if provided and the applicant has to abide by the terms of membership of the club, the applicant has to bear the payment of recurring annual/monthly charges, if any on a cost sharing basis.
46. The maintenance of the residential unit including all walls and partitions, sewers, drains, pipe attach lawn and terrace areas shall be exclusive responsibility of the applicant from the date of offer of possession. Further the applicant will neither himself do, nor permit anything to be done which damages any part of the adjacent unit/s etc. or violates the rule or bylaws of the local authorities or the association of owner or the maintenance agency
47. The green lawns and other common areas shall not be used for conducting personal function such as marriages, birthday parties etc. if any common space is provided in any block for organizing meeting and small function, the same shall be used cost basis.
48. The applicant shall allow the complex maintenance team to have full access to and through his unit and terrace for the periodic inspection, maintenance and repair of any common services therein.
49. All taxes or charges, present or future on land or building levied by any authority including any increase in any charges shall be borne and paid by the applicant in proportion of its super area of unit.
50. The physical possession of the unit shall be given after receipt of entire sale consideration and simultaneous with the registration of conveyance deed in favour of applicant.
51. The applicant shall have no right, interest or title in the remaining part of the complex such as club parking, park, etc except the right of ingress and egress in the common approach road. These and the land or other common facilities shall remain in the property of the company/owner. The right of usage of complex facilities is subject to observance by applicant of covenants herein and upto date payment of all dues and the applicant abiding by all the terms and conditions for uses of common areas as may be stipulated by company or the maintenance agency as may be informed by the company.
52. The development of the unit/project is subject to force majeure clause which include non-availability of any building material due to market condition, war, or enemy action or natural calamities or any act of god, any notice order rule, notification or any other action of the government/court of law/public /competent authority or any other reason beyond the control of the company in case of non-availability of material at reasonable cost including those material mentioned in the specification sheet, the company shall be entitled to use alternative /substitute material without any claim or objection from the applicant.
53. All charges, expenses, stamp duty, registration fee etc towards conveyance deed, including documentation will be borne by the applicant. If the company any expenditure towards the registration



of the unit the same will be reimbursed by the applicant. In case the stamp duty or other charges payable by the applicant to the authorities at the same time of registration is discounted due to reason of prior payment of some/all charges by the company such discount avail by the applicant(s) shall be reimbursed to the company prior to registration.

54. The basis of calculation proportionate charges payable by any applicant will be proportion of the super area of all units affected by the charge.
55. Applicant(s) may undertake minor internal alteration/expansion in the unit if so permissible under law only under intimation of the company the applicant(s) shall not be allowed to effect any of the following changes/alteration.
Change which may cause damage to the structure (Columns, beams, slabs, etc) or any part of adjacent units. In case damage is caused to an adjacent unit or common area the applicant(s) will get same repaired.
Change that may affect the façade of the unit(changes in window, tampering with external treatment, changing of wardrobes positions, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures hanging or painting of signboards etc.)
Making encroachments on the common space in the complex.\
56. All charges payable to various department for obtaining service connection to the residential units like electricity, telephone, water, LPG/CNG etc. including security deposit for sanctioned and release of such connection as well as informal charges pertaining there to will be payable by the applicant.
57. In case of joint application the company may at its discretion without any claim from any person deem correspondence with anyone of the joint applicant sufficient for its record.
58. 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 hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
59. 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 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 proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/modifications thereof the time being in force. The arbitration proceeding shall be held at an appropriate location in Lucknow. Subject to Arbitration as referred above, the Court 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 gave/ sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for whatsoever reasons, including but not limited by me/ us as set in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien under this Application or against any apartment in relation to the said apartment, If any other person has signed this application form on my behalf / our behalf, then he shall be presumed to be duly authorized by me/us through proper Authorization/Power of Attorney/Resolution etc.





