

UP RERA Registration No: [●]

UP RERA Website: <https://www.up-rera.in/index.aspx>

QR Code of the Project: [●]

Project Collection Bank A/c Details:

Name: “Goldfinch Realty - Collection Account for Amrawati Sports City”

A/c No – 469805000070

Bank – ICICI Bank Limited, IFSC Code – ICIC0004698, Branch – Vibhuti Khand, Gomti Nagar, Lucknow

Launch of the Project: [DATE]

APPLICATION FORM FOR REGISTRATION FOR ALLOTMENT OF A PLOT SITUATED IN “AMRAWATI SPORTS CITY”

APPLICATION FORM NO. _____ (“Application”)

Dated: _____

GOLDFINCH REALTY

301, 3RD Floor, ELDECO Corporate Tower,
Vibhuti Khand, Gomti Nagar
Lucknow-226010, Uttar Pradesh

Dear Sir / Madam,

I/We (hereinafter referred to as the “**Applicant(s)**”) request that I/We may be registered for allotment of a plot admeasuring _____ sq. mtrs. or _____ sq. yds. (approximately) (hereinafter referred to as the “**Unit**”) in plotted residential project, i.e., “**Amrawati Sports City**” (hereinafter referred to as the “**Project**”) being developed over a land parcel admeasuring 15.29 Acres, situated at Sitapur-Hardoi Bypass Road, near I.I.M., Lucknow, Revenue Village-Narharpur, Tehsil-Bakshi Ka Talab (BKT), District-Lucknow, Uttar Pradesh (hereinafter referred to as the “**Project Land**”) as a plotted development by Goldfinch Realty (hereinafter referred to as the “**Developer**”).

I/We am/are fully aware that the Project is duly registered with the Real Estate Regulatory Authority – Uttar Pradesh under registration number _____ dated _____ and I/we have carefully perused the particulars of the same available with Real Estate Regulatory Authority – Uttar Pradesh at <https://www.up-rera.in/index>.

I/We have been intimated that though the Project shall have other components also, including but not limited to open space, green space etc., however, this Application is limited to the Unit and shall not relate to any other component being developed/proposed to be developed as a part of the Project.

I/We agree to abide by the Basic Terms & Conditions, *provided herein below*, for registration and allotment of the Unit in the Project as mentioned herein below and annexed hereto, which I/We have read and completely understood. I/We also agree to sign and execute, as and when required, the agreement for sale containing detailed terms and conditions of sale of the Unit and other related documents in the format prescribed by the Developer.

I/We agree and undertake to pay the purchase price of the Unit i.e., Rs. [●] (Rupees [●] only), which is inclusive of Basic Sale Price (BSP), Preferential Location Charges (PLC)(if any), applicable taxes, External Development Charges (EDC) or rural development charges, as the case may be, External Electrification Charges (EEC), other cess and government levies (hereinafter referred to as the “**Purchase Price**”). The Purchase Price of the Unit is excluding Sewer/Water/ Electricity Connection Charges, Interest Free Maintenance Security (IFMS) and monthly maintenance charges, which I/we would be obligated to pay as and when demanded by the

Developer and also excluding the applicable stamp duty, registration etc., related to the Unit which I/we would be obligated to pay as and when demanded by the Developer (hereinafter referred to as the “**Additional Charges**”).

I/We remit herewith a sum of Rs. _____ /- (Rupees _____ only) (hereinafter referred to as the “**Booking Amount**”) vide Bank Draft/ Pay Order/ Cheque No. _____ dated _____ drawn on _____ in favour of “**Goldfinch Realty- Collection Account for Amrawati Sports City**” being the Booking Amount for the Unit applied for.

I/We have clearly understood that this Application does not constitute an agreement to sell/agreement for sale and I/We do not become entitled to the allotment of Unit notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered with this Application. It is only after valid execution and registration of agreement for sale for the Unit (hereinafter referred to as the “**Agreement for Sale**”) as required pursuant to the provisions of the Real Estate (Regulations and Development) Act, 2016 and rules made thereunder by the state government of Uttar Pradesh (hereinafter collectively referred to as “**RERA**”), the allotment shall become final and binding upon the Developer provided that I/We continue to abide by the terms and conditions of such allotment. On execution of Agreement for Sale, the Booking Amount shall be considered to be the earnest money.

If, however, I/We withdraw/cancel this Application or I/We fail to sign/execute and return the Agreement for Sale for registration within the time prescribed by the Developer or fail to be present for registration of the Agreement for Sale as and when called upon by the Developer, then the Developer may at its sole discretion treat my/our Application as abandoned and cancelled and the Booking Amount paid by me/us along with this Application in the form of Booking Amount shall stand forfeited. My/our particulars are given below:

(For Individuals)

1. First Applicant Mr./Mrs./Ms. _____
Son/Wife/Daughter of Mr./Mrs. _____
Guardian’s Name (if Minor) Mr./Mrs. _____
Residential Address _____
City _____ State _____ PIN: _____
Correspondence Address _____
City _____ State _____ PIN: _____
Date of Birth _____ Age _____
Profession _____ Designation _____
Nationality _____ Marital Status _____

Residential Status: Resident Non-Resident Foreign National of Indian Origin (Tick One)
Office/Business Address _____
Tel. Res _____ Office _____ Mobile _____
Fax No. _____ E-Mail ID _____
* Income Tax Permanent Account No. _____
Aadhar Number _____

2. Second Applicant Mr./Mrs./Ms. _____
Son/Wife/Daughter of Mr./Mrs. _____
Guardian’s Name (if Minor) Mr./Mrs. _____
Residential Address _____
City _____ State _____ PIN: _____
Correspondence Address _____
City _____ State _____ PIN: _____
Date of Birth _____ Age _____
Profession _____ Designation _____
Nationality _____ Marital Status _____

Residential Status: Resident Non-Resident Foreign National of Indian Origin(*Tick One*)

Office/Business Address _____

Tel. Res _____ Office _____ Mobile _____

Fax No. _____ E-Mail ID _____

* Income Tax Permanent Account No. _____

Aadhar Number _____

3. Third Applicant Mr./Mrs./Ms. _____
 Son/Wife/Daughter of Mr./Mrs. _____
 Guardian's Name (if Minor) Mr./Mrs. _____
 Residential Address _____
 City _____ State _____ PIN: _____
 Correspondence Address _____
 City _____ State _____ PIN: _____
 Date of Birth _____ Age _____
 Profession _____ Designation _____
 Nationality _____ Marital Status _____
- Residential Status: Resident Non-Resident Foreign National of Indian Origin *(Tick One)*
 Office/Business Address _____
 Tel. Res _____ Office _____ Mobile _____
 Fax No. _____ E-Mail ID _____
 * Income Tax Permanent Account No. _____
 Aadhar Number _____

(For Company / Partnership Firm/ LLP/ HUF)

1. Applicant M/s. _____
 Acting Through Mr./Ms. _____ (attach a copy of PAN Card and Aadhar Card)
 Acting Through Karta Mr. / Ms. _____ (attach a copy of PAN Card and Aadhar Card)
 Designation _____ Authority Details _____
 Date of Incorporation _____
 Office/Business Address _____
 City _____ State _____ PIN: _____
 Tel. Res _____ Office _____ Mobile _____
 Fax No. _____ E-Mail ID _____
 * Income Tax Permanent Account No. _____
 Aadhar Number (of the Authorized Signatory) _____
 (Attach the Board Resolution authorizing the Authorised Signatory to act on behalf of the Applicant)

(* Copy of PAN card is to be attached mandatorily)

4. Details of Unit:
- (i) Unit No. _____
 (ii) Area _____ Sq. Yds. (_____ Sq. Mtrs.)

5. Details of Pricing: All charges will be mentioned in sq. yards.

Particulars	As per Applicable Price List	Remarks
(A) Basic Cost of the Unit		
1. Basic Sale Price (BSP) @ Rs. _____/- per sq. yd.	Rs. _____/-	

I/We have perused and considered all the terms and conditions set out in this Application to understand the legal implications arising out of this Application and have sought advice of a competent legal advisor to understand such legal implications.

I/We expressly acknowledge that the Developer has not made any representation and warranties to me/us to induce me/us to make this Application and I/We have decided to make this Application out of my/our own free will.

Declaration:

I/We do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this Application is subject to the terms and conditions attached to this Application form which shall *ipso-facto* be applicable to my/our legal heir(s), successor(s), transferees, and nominee(s).

I/We undertake to inform the Developer of any change in my/our address or change in any other particular or information, given above, failing which the particulars shall be deemed to be correct and the correspondence sent at the recorded address by the Developer shall be deemed to have been received by me/ us.

1st Applicant

2nd Applicant

3rd Applicant

FOR OFFICE USE ONLY

CHECK LIST

Booking Amount Cheque	<input type="checkbox"/>	Signed Application	<input type="checkbox"/>	Photographs	<input type="checkbox"/>
PAN Card / Form 60	<input type="checkbox"/>	ID / Address Proof	<input type="checkbox"/>	MOA / BR	<input type="checkbox"/>
AADHAR CARD	<input type="checkbox"/>				

Remarks

Booked by _____ Checked by _____

Approved by _____

NON EXHAUSTIVE BASIC TERMS AND CONDITIONS APPLICABLE TO THE UNIT

1. THAT the Developer has identified the Project Land admeasuring 15.29 Acres for the purpose of development of a plotted development project under the name and style of “**Amrawati Sports City**” i.e., the Project, situated at Sitapur-Hardoi Bypass Road, near I.I.M., Lucknow, Revenue Village- Narharpur, Tehsil-Bakshi Ka Talab (BKT), District-Lucknow, Uttar Pradesh. The name of the Project may be changed by the Developer in accordance with the applicable laws.
2. THAT the Applicant(s) understands and acknowledges that the Project Land is owned collectively by the Developer and M/s. Oakside Infracon LLP. The Developer and M/s. Oakside Infracon LLP have entered into a consortium agreement dated 16.04.2025 (hereinafter collectively referred to as the “**Consortium Agreement**”), pursuant to which the Developer is designated as lead member of the consortium for the purposes of development of the Project. The Consortium Agreement is registered with the office of the Sub-Registrar, District-Sadar-III, Lucknow as Document No. 144 in Book No. 4 Volume No. 733 at Page No. 327 to 247 on 16.04.2025.
3. THAT the Applicant(s) is/are applying for registration and allotment of the Unit in the Project.
4. THAT the revised layout plan of the Project was submitted to and approved by the Lucknow Development Authority with the all the requisite no-objection clearances *vide* Permit No. Plotted Resi development/ Plotted Housing/14390/LDA/LD/24-25/2985/24122024 dated 07.01.2025.
5. THAT the Project is registered with Uttar Pradesh Real Estate Regulatory Authority (hereinafter referred to as the “**UP RERA**”) at Lucknow on _____ *vide* registration no. _____ under the provisions of the Real Estate (Regulation and Development) Act, 2016. The details of the Project are available at the website of the UP RERA at <https://www.up-rera.in/index.aspx>.
6. THAT the Applicant(s) has/have made this Application for registration and allotment of the Unit in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to the Project, which have been completely understood by the Applicant(s) and all queries, if any, have been answered by the Developer to the complete satisfaction of the Applicant(s).
7. THAT the Applicant(s) expressly acknowledges that he/she/it/they, have verified the title, rights and interests of the Developer and M/s. Oakside Infracon LLP in the Project and the Project Land and expressly acknowledges that he/she/it/they, is/are completely satisfied with the same. It is only after satisfying itself, that the Allottee(s) has applied for the allotment of the Unit in the Project.
8. THAT the Applicant(s) is/are fully aware of and has/have understood all the limitations and obligations of the Developer and M/s. Oakside Infracon LLP in relation to and in connection with the Project and the Project Land including but not limited to the title documents of the Project Land.
9. THAT the Applicant(s) has/have seen and accepted relevant documents including but not limited to the layout plan of the Project and the Applicant(s) is/are making this Application with full knowledge about the proposed site and location of the Unit and the Project and other terms and conditions.

10. THAT the Applicant(s) understands the Project Land forms an integral part of a larger parcel of land admeasuring [●] acres. The Applicant(s) acknowledges that the Developer shall undertake development and construction activities on the Project, the Project Land, and in the surrounding areas over a period of time. The Applicant(s) agrees and confirms that the Developer may, at its discretion, launch additional projects or further phases of the Project. The Applicant further agrees and confirms that he/she/it/they shall not raise any objection or withhold or default on payment of maintenance charges or any other charges payable by the Applicant(s), on account of any inconvenience caused due to such ongoing or future development/construction activities.
11. THAT the Applicant(s) agrees and acknowledges that the layout plan, of the Project and/or the location of the Unit may be modified by the Developer in compliance with the provisions of RERA.
12. THAT the layout plan of the Project has already been approved by competent regulatory/governmental authorities of Uttar Pradesh. However, the Developer may, subject to the provisions of RERA affect or if so required by any competent regulatory/governmental authorities or otherwise make suitable alterations in the layout plan of the Project and/or the Unit which may include change in the dimensions/area of the Unit, number of Unit, location etc. Regarding all such changes, opinion of the Developer's architect(s)/consultant(s) shall be final and binding on the Applicant(s) for which the Applicant(s) is/are giving his/her/its/their informed consent by signing this Application.
13. It is clarified that if there is any change in the layout plan of the Project owing to which there is any increase/decrease in the area of the Unit, the rate per sq. mtr/sq. yd. and other charges shall be applicable to the changed area i.e., at the same rate prevalent at the time at which the Unit was booked by the Applicant(s). If the area of Unit is reduced owing to change in the layout of the Project (fully or partially), the Developer shall adjust the extra amount received from the Applicant(s) towards future instalments to be paid as per the Payment Plan (*defined hereinbelow*). In case the area of the Unit is increased or becomes preferentially located due to such change in the layout of the Project, the Developer shall recover from the Applicant(s), the additional price, preferential location charges and other proportionate charges without interest, as the case may be. The Developer reserves the right to suitably amend the terms and conditions as specified herein and/or the Agreement for Sale in the event the Developer deems such amendment reasonably necessary in light of certain conditions imposed by any competent regulatory/governmental authorities as part of grant of approval to any plans or proposals of the Developer or otherwise on account of any change in applicable laws including RERA.
14. THAT the Applicant(s) shall pay the Purchase Price of the Unit as per the payment plan offered by the Developer and opted by the Applicant(s) (hereinafter referred to as the "**Payment Plan**").
15. The Applicant(s) understands, agrees, and is/are fully aware that the Purchase Price of the Unit is inclusive of Preferential Location Charges (PLC)(if any), applicable taxes, External Development Charges (EDC) or rural development charges, as the case may be, External Electrification Charges (EEC), other cess and government levies. The Purchase Price of the Unit excludes the Additional Charges including but not limited to Sewer/Water/ Electricity Connection Charges (EEC), Interest Free Maintenance Security (IFMS) and monthly maintenance charges and taxes thereon and other charges and expenses which the Applicant(s) agrees to pay for execution and registration of the Agreement for Sale, conveyance deed and any other documents in respect of the Unit including but not limited to stamp duty, registration charges, suvidha shulka as levied by the concerned authorities.
16. The Applicant(s) expressly understands, agrees and acknowledges that the Purchase Price of the Unit and Additional Charges are fixed in view of the current charges, levies, taxes, cess,

shulka imposed by the governmental authorities and in the event such charges, levies, taxes, cess and shulka and components of such nature are increased by the relevant governmental authorities in future, then such increased amounts shall be payable by the Applicant(s) without any delay or demur. It is further accepted and acknowledged by the Applicant(s) that the Developer shall not be liable to pay such increased amounts.

17. THAT the Applicant(s) agrees to pay all charges/fees as and when demanded by the Developer, if imposed upon by the relevant governmental authorities by whatever name called or in whatever form and with all such conditions imposed by the competent governmental authorities. If such charges/fees are increased/demanded (including with retrospective effect) after execution of the Agreement for Sale and/or conveyance deed, the Applicant(s) agrees to pay such charges directly to the government/such authority or to the Developer following a demand by the Developer. The Applicant(s) agrees that the Developer shall have the first charge and lien on the Unit to the extent of any unpaid amount, as above.
18. THAT the Applicant(s) agrees that time is of the essence with respect to the Applicant(s) obligations to make the payment as per the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that are more particularly set out in this Application and/or the Agreement for Sale. All the aforesaid amounts are required to be paid on or before due date or as and when demanded by the Developer, as the case may be, and also to perform or observe all the other obligations of the Applicant(s) under this Application and the Agreement for Sale.
19. THAT the Applicant(s) agrees and acknowledges that all those charges, payments, levies, taxes, cess, duties etc., payable to the governmental / regulatory / administrative authorities which are made applicable post the date of this Application shall also be paid by the Applicant(s) as and when demanded by the Developer and shall be deemed to be a part of the Purchase Price which shall be payable by the Applicant(s). The Applicant(s) further agrees and acknowledges that in the event he/she/it/they delays making payment of any agreed amount payable by him/her/it/them on its due date, the Applicant(s) shall also be obligated to pay interest on such delayed amount at such rates as prescribed under RERA (and rules framed thereunder), calculated from the due date of payment of such amount till the date when payment is received by the Developer along with the accrued interest.
20. THAT the Applicant(s) shall pay directly, or if paid by the Developer, then reimburse to the Developer, on demand, rates, taxes or cesses, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leviable now or in future on the Project/Project Land or the Unit, by any governmental or statutory authority, as the case may be, and the same shall be borne and paid by the Applicant(s).
21. THAT the Applicant(s) further understands and agrees that all common areas in the Project shall be operated and maintained by the Developer pursuant to the provisions of RERA till the time they are handed over to association of unit owners of the Project or the concerned authorities, as the case may be. Further, the Applicant(s) understands and agrees that the Applicant(s) shall sign and execute separate agreement(s) and/or terms and as may be required for use of such maintenance services.
22. THAT the undertaking(s) offered by the Applicant(s) in this Application related to adherence to the terms contained herein including timely payment of instalments as per the Payment Plan shall be the basis on which this Application shall be considered for allotment of the Unit to the Applicant(s). It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of this Application, letter of allotment and Agreement for Sale, in respect of the Unit.

23. THAT the Applicant(s) may at his/her/its/their option raise finances or a loan for the purchase of the Unit. However, responsibility of getting the loan sanctioned and disbursed as per the Payment Plan will rest exclusively on the Applicant(s). In the event, the Applicant(s)' loan is not being disbursed, sanctioned or delayed, the Payment Plan, shall not be altered or modified by the Developer in any manner whatsoever. The Developer shall not be bound to give additional time to the Applicant(s) for making payment as set out in this Application or the Agreement for Sale.
24. THAT the Developer shall not be responsible towards any third-party making payment/remittances on behalf of the Applicant(s) and such third party shall not have right in the Application/allotment of the Unit applied for herein in any way. The Developer shall issue receipts for payment in favour of the Applicant(s) only. Any payment made towards the Purchase Price or other charges made by any third party on behalf of the Applicant(s) must be accompanied by a letter issued by such third party addressed to the Developer requesting it to adjust the said amount towards the Purchase Price or other charges, as the case may be, and the Developer shall issue the receipt thereof in favour of the Applicant(s) and not the said third party.
25. THAT in case of Applicant(s) who are non-residents, all compliance under Foreign Exchange Management Act, 1999 and other acts dealing with foreign exchange in India, shall be the sole responsibility of such Applicant(s) and the Developer shall not be held responsible for the same. Further, the Applicant(s) agrees and undertakes to make all the payments pursuant to this Application within the prescribed time and any delay in obtaining consents, approvals or permissions of the regulatory authorities / Reserve Bank of India / FIFP etc., shall not be an excuse for not making payments hereunder or delay in making such payments. In the event of any failure on the Applicant(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/it/they shall be solely liable for any action that may be taken by the competent authorities in this regard. The Applicant(s) shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.
26. THAT, subject to any reason which is beyond the reasonable control of the Developer (“**Force Majeure Event**”) and compliance of the terms hereof by the Applicant(s), the Developer shall use its reasonable efforts to offer the Unit for possession to the Applicant(s) within a period of 60 (sixty) months from the date of execution and the registration of the Agreement for Sale. If the offer for possession of the Unit is delayed due to any Force Majeure Event, the period in which the offer for possession is scheduled to be issued pursuant to this clause, shall automatically stand extended by the period during which the Force Majeure Event was in effect and a reasonable period thereafter to cater for proper mobilisation of resources. It is further agreed and acknowledged by the Applicant(s) that he/she/it/they shall not raise any claims against the Developer for delay in offer of possession of the Unit due to occurrence of any Force Majeure Event.
27. THAT, subject to the Applicant(s) complying with the terms and conditions of allotment, if there is an unreasonable delay in offering the Unit for possession beyond the period as stipulated in Clause 22 herein above other than on account of an Force Majeure Event(s) and other similar circumstances, the Developer would pay to the Applicant(s) compensation in the form of simple interest at such rates as prescribed under RERA on the amount paid by the Allottee(s) for the period of delay in offering the possession of the Unit beyond the agreed date. However, such payment shall be first adjusted towards any outstanding dues of the Applicant(s) in respect of the Unit pursuant to this Application or the Agreement for Sale and any balance after such adjustment shall be paid to the Applicant(s). However, in the event of any default or negligence attributable to the Applicant(s)' fulfilment of terms and conditions of allotment, the Developer

shall be entitled to reasonable extension in delivery of possession of the Unit to the Applicant(s).

28. THAT if for any reason the Developer is not in a position to allot the Unit applied for, the Developer shall refund the amount deposited by the Applicant(s) along with interest at such rates as prescribed under RERA for the period during which the payments are made by Applicant(s) were held by the Developer within a period of 45 (forty-five) days of such decision to not offer the Unit to the Applicant(s). However, the Developer shall not be held liable to pay the Applicant(s) any other damages/compensation/ returns on this account. It is further agreed by the Applicant(s) that if any interest or charges are payable by him/her/it/them to the Developer pursuant to this Application, that amount shall be set off against the refund due to the Applicant(s) and the balance shall be paid to him/her/it/them by the Developer.
29. THAT allotment of the Unit shall remain provisional and non-binding over the Developer till the time Agreement for Sale is executed and registered pursuant to the provisions of RERA.
30. THAT after receipt of full consideration and other charges payable by the Applicant(s) and issuance of possession letter by the Developer, a conveyance deed shall be executed and registered in favour of the Applicant(s) in the format specified by the Developer. All expenses towards execution and registration of the Agreement for Sale and conveyance deed shall be borne and paid by the Applicant(s).
31. THAT the Applicant(s) agrees not to occupy the Unit before issuance of possession letter by the Developer. The Applicant(s) fully understand(s) that in case the Unit is occupied by it before issuance of possession letter by the Developer, the same shall be at his/her/its/their own risk, cost and consequences and under such circumstances the Applicant(s) shall be liable to pay such fine, penalty, charges, etc., as imposed by the concerned authorities and/or the Developer at that time. The Applicant(s) shall be construed to have taken the actual physical possession of the Unit only upon issuance of possession letter by the Developer. The Applicant(s) further understands that the possession letter shall be issued by the Developer only after clearance of all dues by the Applicant(s) in respect of the Unit as per the Payment Plan.
32. THAT the Applicant(s) shall clear his/her/its/their dues within 30 (thirty) days from the date of issuance of letter of offer for possession of the Unit as per the statement of account and final demand letter sent along with the letter of offer for possession of the Unit.
33. THAT the Applicant(s) shall comply with all legal requirements for the conveyance deed of the Unit and sign all requisite Applications, forms, affidavits, undertakings, etc., as required for the said purpose by the Developer or any other governmental authority.
34. THAT the Applicant(s) agrees and acknowledges that the Developer shall be entitled to forfeit the Booking Amount in case of non-fulfilment/ breach of the terms and conditions herein contained and those of the Agreement for Sale.
35. THAT in the event the Applicant(s) choose(s) to cancel the registration and booking of the Unit or surrenders the Unit allotted to him/her/it/them at any stage before the execution and registration of the Agreement for Sale, the Booking Amount paid by the Applicant(s) shall stand forfeited.
36. THAT the Applicant(s) expressly acknowledges and agrees that in case it fails to make payment of 2 (two) consecutive demands made by the Developer as per the Payment Plan opted for by the Applicant(s), despite having been issued notice in that regard the default continues for a

period beyond 3 consecutive months, the Developer may, after serving for 30 (thirty) days' notice on the Applicant(s), cancel the allotment of the Unit in favour of the Applicant(s) and refund the 50% (fifty percent) of the money paid by them after deducting the Booking Amount, accrued interest, taxes and brokerage paid by the Developer in respect of the Unit within a period of 45 (forty-five) days from the date of such cancellation and the balance 50% (fifty percent) shall be paid by the Developer to the Applicant(s) within a period of 45 (forty-five) days from the date of allotment of the Unit to any other allottee, which shall not be later than 1 (one) year from the date of cancellation of the Unit.

37. THAT after execution and registration of the Agreement for Sale, if the Applicant(s) does not fulfil the terms and conditions of the Agreement for Sale or surrenders the Unit allotted to him/her/it/them, the Booking Amount paid in respect of the Unit shall be forfeited and the refund mechanism set out in Clause 32 hereinabove shall be applicable *mutatis mutandis*.
38. THAT the Applicant(s) shall also sign and execute a separate agreement for upkeep and maintenance of the common areas of the Project, more specifically described in such agreement. The said agreement shall be executed at the time of issuance of possession certificate of the Unit and shall spell out in detail the maintenance services to be provided and maintained in relation to the Unit and the Project.
39. THAT subject to the provisions of RERA, the Applicant(s) shall pay the maintenance charges for upkeep and maintenance of common areas in the Project as determined by the association of unit owners. The maintenance charges for a period of 2 (two) years along with applicable GST shall be payable in advance, at the time of offer of possession of the Unit.
40. THAT the Applicant(s) shall, if allotment of the Unit is made to it, shall ensure that no damage is caused to the property of other allottee(s) in the Project, common areas of the Project, equipment installed by the Developer in the Project by any action of the Applicant(s).
41. THAT the Applicant(s) shall also pay an amount of [●] for the creation of sinking fund in order to secure adequate provision for the replacement, refurbishing and major repairs of the utilities and equipment etc., installed in the common areas of the Project and other similar capital expenditure. The sinking fund deposit shall be handed over to the association of unit owners constituted for the Project at the time of handover of the maintenance of the Project to the said association. The interest earned, if any, on the amount of the sinking fund shall be used by the Developer to meet the cost of replacement, refurbishing, major repairs of the utilities and equipment etc., installed in the Project or on account of any unforeseen occurrence in future. In case the Applicant(s) fails to pay the amounts due as set out in this Application or the Agreement for Sale, then in such a scenario the Developer shall be entitled to set off the amount credited to the sinking fund against such outstanding payments.
42. THAT the Applicant(s) further understands and agrees that other than the Unit, all rights of ownership of land(s), the common areas and utilities therein shall be vested solely with the Developer who shall have the sole right and authority to deal in any manner with such land(s), common areas and utilities. The Applicant(s) expressly undertakes not to raise any claims over such components of the Project.
43. THAT the Applicant(s) shall get his/her/its/their complete address registered with the Developer at the time of booking and it shall be his/her/its/their responsibility to inform the Developer by registered letter about all subsequent changes in his/her/its/their address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him/her/it/them at the time when those should ordinarily reach such address. The Applicant(s) shall not be entitled to plead that since he/she/it/they have changed his/her/its/their address, they were not aware of any approaching deadline for performance of

any of his/her/its/their obligation(s) pursuant to this Application and they shall be responsible for any default in performance of any such obligation. Further, in case of joint applicants, all communication shall be sent to the Applicant (s) whose name appears first and all the addresses given by him/her/it/them, which shall for the purposes to be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named Applicant (s). The receipt of any dispatch by the Developer of any communication shall be deemed to be received by all the joint Applicants.

44. THAT the Applicant(s) shall indemnify and keep the Developer, its agents, employees, representatives indemnified and harmless against the payments and observance and performance of all the covenants and conditions, forming part of this Application and the Agreement for Sale and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s) as mentioned in this Application and the Agreement for Sale.
45. THAT the Applicant(s) agrees that the Developer shall have the right to transfer ownership of the Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement, as may be decided by the Developer without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
46. THAT the Applicant(s) shall not sell, transfer, assign or part with his/its/their right, title, or interest, in the Unit, even after the allotment is made in his/its/their favour, until all the dues payable to the Developer are fully paid and a conveyance deed is executed in his/its/their favour. The Applicant(s) is/are, however entitled to get the name of his nominee(s) substituted in his place with the prior approval of the Developer, which may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Developer, transfer charge as applicable from time to time for the purpose of such substitution.
47. THAT the Applicant(s) undertakes not to create obstructions/impediments in usage of common areas, roads, green areas etc. by other owners/occupants of the Project at any time.
48. THAT the Applicant(s) is/are aware that the Developer shall be applying for and thereafter will receive the permission, from State Electricity Boards or from any other body/commission/regulator/licensing authority constituted by the Government of Uttar Pradesh for such purpose, to receive and distribute supply of electrical energy in the Project, under prevailing rules and bye-laws of the government and that the Applicant(s) undertakes to pay on demand to the Developer, proportionate share as determined by the Developer of all deposits and charges paid/payable by the Developer to the said State Electricity Board and /or any other body/commission/regulatory/licensing authority constituted by the Government of Uttar Pradesh and /or any other authority or private party, failing which the same shall be treated as unpaid portion of the Purchase Price payable by the Applicant(s) for the Unit and the conveyance of the Unit shall be withheld by the Developer till full payment thereof is received by the Developer from the Applicant(s). Proportionate share of cost, incurred by the Developer for creating infrastructure like HT Feeder, EHT Substation, connection from the feeder etc., shall also be payable by Applicant(s) on demand. Further in case of bulk supply of electrical energy, the Applicant(s) agrees to abide by all the conditions of sanction as granted by the State Electricity Board or any other body responsible for such bulk supply of electrical energy. The Applicant(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Developer, from time to time.
49. THAT the Applicant(s) is/are aware that the Developer or its agents may at their sole discretion without being under any obligation and subject to such government approvals as may be necessary, enter into any arrangement for procuring and supplying water to the Project from

any nearest river, canal, reservoir and/or any other source. The Applicant(s) agrees and undertakes to pay on pro-rata basis, the cost of the water supply equipment installed for procuring and supplying water to the Project, by whatever name called either directly to the concerned authorities or if paid by the Developer, reimburse the same to the Developer on demand.

50. THAT the Applicant(s) shall pay such amount(s) and other charges for the consumption of water so supplied to the Unit to the authority or the maintenance agency as may be intimated by the Developer. The Applicant(s) agrees to pay the amounts mentioned above and if the same are not paid, it shall be treated as unpaid Purchase Price of the Unit and the Developer shall have the first charge and lien on the Unit to the extent of such unpaid amount.
51. THAT the Applicant(s) agrees and understands that the allotment of the Unit is at the discretion of the Developer and the Developer has a right to reject any offer / application without assigning any reason. In the event the Developer decides to reject this Application, the Developer shall not be obliged to give any reason for such rejection and any such decision of the Developer rejecting this Application shall be final and binding on the Applicant(s).
52. THAT the allotment of the Unit shall be subject to strict compliance of the community rules and regulations that may be made by the Developer for occupation and use of the Unit more specifically set out in the Agreement for Sale.
53. THAT the Developer may, at its sole discretion, decide not to allot the Unit to the Applicant(s) or altogether decide to put at abeyance the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the Application and receipt of the Booking Amount by the Developer from the Applicant(s). Further, the provisional and/or final allotment of the Unit is entirely at the discretion of the Developer and the Developer has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
54. THAT the Applicant(s) expressly agrees and acknowledges that the Developer will base its decision, as to whether or not to allot the Unit to the Applicant(s), based on the assurances given by the Applicant(s) regarding timely performance of his/her/its/their obligations in this Application and any breach by the Applicant(s) in performance of his/her/its/their obligations hereinunder shall be a serious breach of the assurances given in this Application which will entail consequences specified elsewhere in this Application.
55. THAT the rights and obligations of the Applicant(s) and the Developer shall be construed in accordance with RERA including other applicable laws prevalent in the state of Uttar Pradesh for the time being in force.
56. THAT the Applicant(s) agrees that in event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the Developer, such dispute shall be referred to a sole arbitrator who shall be jointly appointed by the Developer and the Applicant(s). The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The seat and venue of the arbitration proceedings shall be at Lucknow only.
57. THAT subject to the arbitration mechanism as aforesaid, the Courts at Lucknow alone shall have the jurisdiction to adjudicate upon all issues and matters arising out of/related to this Application or the transaction contemplated herein.

58. THAT the general terms and conditions as mentioned above are not exhaustive for the purpose of final allotment and sale of the Unit and may further be supplemented and/or amended by the terms and conditions of allotment as mentioned in the allotment letter, Agreement for Sale and thereafter in the conveyance deed.

I/We, the Applicant(s) herein do hereby declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us. I/We the Applicant(s) herein unequivocally agree affirm and undertake to abide by the terms and conditions as mentioned herein.

1st Applicant

2nd Applicant

3rd Applicant