

APPLICATION FOR ALLOTMENT

**APPLICATION FOR ALLOTMENT OF A RESIDENTIAL PLOT IN 'ATTALIKA PALMS', VILLAGE
PURSENI, TEHSIL MOHANLALGANJ, DISTRICT LUCKNOW, UTTAR PRADESH**

To,
Attalika Real Estate Private Limited
having its **registered office** at;
248, Tej Kumar Plaza,
1, Trilokinath Road,
Lucknow – 226001 (U.P.)
(hereinafter referred to as the '**Company**')

Dear Sir(s),

I/We request that I/we may provisionally be allotted a residential plot in **Attalika Palms**, a plotting scheme located in Village Purseni, Tehsil Mohanlalganj, Distt. Lucknow, Uttar Pradesh (hereinafter referred as the '**Project**' in this Application) sanctioned by Lucknow Development Authority, Lucknow. The presently approved layout plan is attached as **Annexure No. – I**. I/we understand that the said residential plot is only to construct an individual residential house for the construction of which I/we shall have to get the map sanctioned by Lucknow Development Authority prior to construction. Having understood the type/nature of the plot, I/we apply for the allotment of a residential plot in the said Project. I/we have also read and understood the total price of the said plot and I/we promise to pay the Total Price for the plot as per the Payment Plan opted by me/us as given in **Annexure No. – II** annexed with this Application.

I/We remit herewith a sum of Rs _____/- (Rupees _____ only) by Cheque No. _____ dated _____ drawn on _____ as Booking Amount/Earnest Money as stated in the Company's Payment Plan. I/We hereby confirm that the aforesaid booking amount shall be treated by the Company as the Earnest Money and the said Earnest 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 acknowledge, execute and return the allotment letter (hereinafter referred to as the "**Allotment Letter**") and agreement to sell (hereinafter referred to as the "**ATS**") to the Company within 10 days of its dispatch to me/us. In the event of the Company accepting my/our Application and agreeing to allot a plot (hereinafter referred to as the "**Plot**"), I/we agree to pay the Total Price including External Electrification Charges (EEC), Interest Free Maintenance Security Deposit (IFMS)/sinking fund, maintenance charges and other Government levies/charges/taxes/cesses and all other dues as stipulated in this Application, the Payment Plan and the Allotment Letter and/or other Government levies/charges/taxes/cesses and all other dues which may be levied/enhanced by any authority/court/tribunal.

Further I/we have understood that if for any reason the Company is not in a position to confirm the allotment of the said Plot applied for by me/us within a period of 9 months from the date of this Application, then I/we have given authority to the Company to refund the amount deposited by me/us with a simple interest of 6% per annum by registered post and thereafter upon dispatch of such refund by the Company, this Application (and the Allotment Letter, if executed) shall automatically stand cancelled and be unenforceable in any manner whatsoever and I/we shall be left with no right, title or interest in the said Plot and having agreed to this condition, I/we agree not to raise any dispute or claim against the Company.

I/We have clearly understood that by submitting this Application, I/we do not become entitled to the final allotment of the said Plot notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. I/We further understand that it is only after I/we sign and execute the Allotment Letter agreeing to abide by the terms and conditions laid down therein and the same is also executed by the authorised signatory of the Company and dispatched to me/us that the allotment shall become final and binding upon the Company. I/We further understand, agree and admit that I/we shall sign the Agreement to Sell within one month from the date of it being sent by the Company and hand over the signed copies to the company failing which my allotment shall be deemed to have been cancelled. I/We further admit and agree that I/we shall get the said Agreement to Sell registered with the concerned sub-registrar within one month from the date of allotment and shall bear all its expenses including the cost of stamps, registration fee, administrative expenses etc. I/we shall keep the Company indemnified from any loss/action/penalty accrued upon the Company due to my/our failure to get the registered Agreement to Sell executed with the concerned Sub-Registrar in accordance with the RERA Act and Rules.

I/We agree to abide by the terms and conditions of this Application including those relating to payment of the 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 me/us that any allotment of a plot in the Said Scheme will be based on the following condition:

That the said Plot allotted to me/us is not transferable or assignable or eligible for nomination for a period of nine months from the date of execution of the Allotment Letter and shall be subject to the payment of monies due and payable by me/us as stated in the Payment Plan. I/We fully agree with the above condition as I/we understand that this condition is made to reduce speculation in the plots and is in the best interest of the Applicants in the said Project and to make the plots available to a wide section of the population for their habitation.

X
(Sole/First Applicant)

X
(Second/Joint Applicant)

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

Please affix
your
photograph
here

1(i) SOLE/FIRST APPLICANT

Title Mr. Mrs. M/s

Name _____

Son/Daughter/Wife of _____

Nationality _____ Age _____ Years _____ Profession _____

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

PAN _____ Aadhar No. _____

Tel No. _____ Mobile No. _____

Mailing Address _____

Permanent Residential Address _____

E-mail _____

(ii) SECOND/JOINT APPLICANT

Please affix
your
photograph
here

Title Mr. Mrs. M/s

Name _____

Son/Daughter/Wife of _____

Nationality _____ Age _____ Years _____ Profession _____

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

PAN _____ Aadhar No. _____

Tel No. _____ Mobile No. _____

Permanent Residential Address _____

E-mail _____

OR

**M/s _____ a partnership firm duly registered under the Indian Partnership Act, 1932, through its duly authorised partner Shri/Smt. _____ having PAN No. _____

X
(Sole/First Applicant)

X
(Second/Joint Applicant)

OR

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

(**Delete whichever is not applicable)

PARTICULARS OF PLOT REQUESTED (alongwith preferential location charges and other payments/charges as described in the payment plan)

Plot Area: _____ sq. mtr. (_____ sq. ft. appox.)

Plot No. _____ Block No. _____

Preferential Location Charges: (at the discretion of the Company)

Preferential Location Charges ('PLC') for preferential location as described as under in addition to Basic Sale Price (BSP):

Preferential Location Attribute(s)	Charges for PLC
(1) Park/Green facing/Adjoining/or on 9 mt. Road or above	5.0% of BSP
(2) Corner plot	7.5% of BSP
Total PLC:	Rs. _____

Only one PLC whichever is greater shall be applicable and payable by me/us in addition to BSP.

In addition to the Total Price I/we shall be liable to pay:

- 1) External Electrification Charges (hereinafter referred to as "EEC") @ Rs. ___/- per square foot shall be payable towards the cost of external electrification.
- 2) A non-refundable Interest Free Maintenance Security (hereinafter referred to as "IFMS") @ Rs. ___/- per square foot shall be payable alongwith advance maintenance charges to the Company/maintenance agency/any other body, as the case may be, entrusted with the maintenance work of the said Project.
- 3) Stamp duty and registration, legal charges etc. which shall be extra at actual.
- 4) Development Charges or any other Government levies/charges as and when demanded by any Government Body/Company.
- 5) Municipal tax, property tax, wealth tax, fees, levies and charges by whatever name called and increased thereof as and when demanded by the Government.
- 6) The aforementioned charges 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 aforementioned charges, the same shall be treated as un-paid sale price of the said Plot and the Company shall have the discretion to withhold the registration of the said Plot.

X
(Sole/First Applicant)

X
(Second/Joint Applicant)

PAYMENT PLAN: Down Payment Plan **Instalment Payment Plan**

Note:

I/We have perused the above and have understood the modes of payment as described in the Payment Plan and have thereafter selected the above plan as per Annexure No. – II. I/We understand that potential funding from a bank(s) and the arrangement of loan are at my/our risk.

I/We understand that the payments are to be made by A/c Payee Cheque(s) in favour of the Company drawn on 'AREPL – ATTALIKA PALMS MC A/c' payable at Lucknow. I/We admit and understand that in case the cheque issued by me/us towards this booking alongwith this application form is not honoured by my/our bank then it shall be deemed that this application for booking is *void-ab-initio* and this application would become redundant and I/we shall be liable to pay Rs. _____/- towards administrative expenses. Also, in case of dishonour of cheque for booking I/we shall have no right, title and interest on the said Plot.

DECLARATION:

I/We the applicant(s) do hereby declare that my/our Application for allotment of the said Plot 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_____

Signature of Sole/First Applicant

Signature of Second/Joint Applicant

----- FOR OFFICE USE ONLY-----

1. ACCEPTED / REJECTED
2. Plot Allotted: No. _____
Plot Area: _____sq.mtr. (approx.)Plot Area: _____sq. ft. (approx.)
 - i. Payment received vide cheque No. _____ dated _____ for Rs. _____ out of NRE/NRO/FC/SB/CUR/CA _____ Account drawn on _____ Bank _____ Branch
 - ii. Booking receipt no. _____ dated _____
 - iii. BOOKING: DIRECT/BROKER
 - iv. Broker's Name & Address, Stamp & Signature:

 - v. Remarks:

X
(Sole/First Applicant)

X
(Second/Joint Applicant)

TERMS & CONDITIONS FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF A RESIDENTIAL PLOT IN ATTALIKA PALMS, VILLAGE PURSENI, TEHSIL MOHANLALGANJ, DISTRICT LUCKNOW, UTTAR PRADESH.

The terms and conditions given below are binding on the Applicant(s).

1. The Applicant(s) hereby confirm(s) that the Applicant(s) has/have applied for allotment of a residential plot in this Application in the said Project with full knowledge of all the laws/notifications and rules applicable to this area in general and to the said Project in particular which have also been explained by the Company in response to the queries raised and clarifications sought and replies given by the Company and understood by the Applicant(s).
2. The Company has allowed the Applicant(s) to inspect and seek clarification with respect to the right, title, interest and competency of the Company in the said Project and also the present status of approvals including but not limited to the layout plan of the said Project. The Applicant(s) has/have satisfied themselves and thereafter understood all limitations and obligations of the Company and the Applicant(s) in respect thereof. The Applicant(s) has/have confirmed that their due diligence and investigation is complete in all respects. The Applicant(s) has/have confirmed that in his/their opinion the terms and conditions set out in this Application are fair and reasonable and that the Applicant(s) would like to proceed to execute this application without any reservations. The Applicant(s) further confirm(s) that Applicant(s) are fully aware that by executing this Application, it would become binding on the Applicant(s) and the Company will be fully entitled to forfeit the booking amount/earnest money if the Applicant(s) default(s) in complying with the terms of this application and Payment Plan.
3. The Applicant(s) confirm(s) and represents that the Applicant(s) has/have not made any payment to the Company in any manner whatsoever and that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right, title or interest of any kind whatsoever in any lands, building, common areas, facilities and amenities falling outside the said Plot except as specifically provided by the Company in this Application and as may be set out in the Allotment Letter.
4. The Applicant(s) specifically agree(s) that the said Plot shall not be partitioned/sub-divided/fragmented/remodelled/additionally constructed in any manner as this will be a clear breach of the conditions as may be contained in the plan approved by the Competent Authority(ies). Further the Applicant(s) specifically undertake(s) to strictly abide by all norms and conditions of the zoning plan, notifications, rules, bye-laws and/ or any other approvals granted by the Competent Authority(ies) in respect of the said Plot/said Project as may be applicable from time to time. It is specifically made clear to the Applicant(s) that the approval of the building plan(s) etc. shall be at his/her/their sole costs and responsibilities and the Company shall have no role/responsibility in the same whatsoever.
5. The Applicant(s) hereby agree(s) to pay in addition to the BSP, preferential location charges (PLC) and external electrification charges (EEC) as described in this Application and the said charges are required to be paid in the manner and within the time as stated in the Payment Plan attached herewith.
6. While calculating the Total Price of the Said Plot, the Company has not taken into account the Infrastructure Development Charges ("IDC"), and other charges including but not limited to Infrastructure Augmentation Charges ("IAC") as levied by the Government of Uttar Pradesh. The Applicant(s) agree(s) to pay to the Company IDC and IAC and all increases thereof as may be levied by the Government of Uttar Pradesh from time to time as and when demanded by the Company. It is also made clear to the Applicant(s) that all such levies/increases may be levied by the Government of Uttar Pradesh with prospective or retrospective effective date. The Company makes it clear that if it required to pay such levies, IDC, IAC, interest and other charges etc.; in such prospective/retrospective manner, then the Company shall demand, and the Applicant(s) undertake(s) to pay the same proportionately in the manner in which the area of the said Plot bears to the total area of the said Project as calculated by the Company. It is made abundantly clear that all levies, IDC, IAC are solely to the account of the Applicant(s) and the Company shall have no liability in this regard. Further it is made known to the Applicant(s) that the Government of Uttar Pradesh may also levy other charges at any stage including on the completion of the said Project or thereafter the demand for which will be raised by the Company and the Applicant(s) undertake(s) to pay the same on demand to the Company. It is emphasized and understood by the Applicant(s) that there could be future levies/increases in External Development Charges (EDC), External Electrification Charges (EEC), IDC & IAC during the occupation of the said Plot and the same shall be charged and the Applicant(s) agree(s) to be liable and pay all such future levies/increases as and when demanded by the Company and this undertaking by the Applicant(s) shall always survive the conveyance of the said Plot in favour of the Applicant(s).
7. The Applicant(s) agree and admit that timely payment on or before the due date of the Total Price and other amounts payable as per the Payment Plan as accepted by the Applicant(s) or as demanded by the Company from time to time is the essence of this Application and the Allotment Letter.
8. The Applicant(s) has/have applied for the allotment of a residential plot as per the layout plan presently approved by the Lucknow Development Authority (LDA). However, it is made clear by the Company that the present layout plan may be subject to change and

X
(Sole/First Applicant)

X
(Second/Joint Applicant)

it may lead to a change in the plot number, location and size according to the new layout plan. Any changes/modifications/amendments as may be made/approved by the Competent Authority(ies) in the layout plan for the said Project in future, shall automatically supersede the present approved layout plan.

9. The Applicant(s) hereby confirm(s) that the Applicant(s) shall have no objection if the Company makes suitable and necessary alterations in the layout plan, if found necessary, and such alterations may involve the change in the position of the said Plot, change in the number of the said Plot, change in the dimensions or change in the area of the said Plot etc. however, in case of any major alterations/modifications resulting in +/- 20% change in the area of the said Plot, the Company shall intimate to the Applicant(s) in writing the changes thereof. The Applicant(s) agrees to inform the Company in writing Applicant(s) consent or objections to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his/their full consent to all the alterations/ modifications.

If the Applicant(s) write to the Company within thirty (30) days of intimation by the Company indicating his/her/their non-consent/objections to such alternations/modifications then the Allotment/Booking shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s) along with simple interest @ 6% per annum. The Applicant(s) agree(s) that any increase or reduction in the area of the Said Plot allotted shall be payable or refundable at the same rate per square meter as mentioned in this Application.

10. The Applicant(s) agree(s) that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions including but not limited to any legislation, orders or rules or regulations made or issued by the Government and/or any other authority or if Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot/Said Project or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) becomes subject matter of any suit/writ before a competent court/authority/tribunal and accordingly the time period required for performance of its obligations shall stand extended. If in the opinion of the Company the above stated Force Majeure conditions continue for a considerable time, then the Company may in its sole discretion put the development of the project in abeyance and/or terminate/alter/vary the terms and conditions of this Application/Allotment letter. In case of termination, the Applicant(s) shall be entitled to refund of the amounts deposited/paid by the Applicant(s), without any interest or compensation whatsoever, provided the Applicant(s) is not in breach of any of the terms of this Application/Allotment Letter.

The Applicant(s) agree(s) and acknowledges that the Company, in its sole discretion may abandon the said Project, without any assigning any reason thereof and in such an eventuality, the liability of the Company shall be limited only to refund the amounts received from the Applicant(s), along with 6% simple interest per annum from the date of receipt of such amount and the Applicant(s) shall have no other claim of any nature whatsoever.

11. The Company shall endeavour to offer possession of the Said Plot, as may be allotted within the proposed end date as provided in the RERA Project registration certificate/details subject to timely payment by the Applicant(s) of Total Price, stamp duty and other charges due and payable according to the payment plan.

In the event of the Applicant(s) failure to take possession of the Said Plot, as may be Allotted within thirty (30) days from the date of intimation in writing by the Company offering possession, then the same shall lie at Applicant(s) risk and cost and the Applicant(s) shall be liable to pay to the Company holding charges at the rate of Rs. ___/- per month per sq. ft. per month of plot area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified. If the Applicant(s) fail(s) to come forward to take possession of the said Plot for a period of six (06) months from the date of offer of possession by the Company, then the Company shall be entitled to cancel the Allotment of the said Plot and refund all the monies paid by the Applicant(s) after deducting therefrom the Earnest Money along with the interest on delayed payments, brokerage, other charges, and taxes if any incurred by the Company.

The payment of holding charges shall be made prior to the conveyance of the said Plot. The holding charges shall be a charge for delay in taking over the possession and it shall be in addition to maintenance and other charges and not adjustable or substitutable to any other charges as provided in this Application and as may be provided in the Allotment Letter.

- 13.(a) The Applicant(s) agree(s) to enter into a maintenance agreement with the Company/its nominee agency or any other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed by the Company from time to time for the maintenance and upkeep of the said Project and the maintenance of the civic amenities until these are handed over to the local body/ or any government agency. It is made clear to the Applicant(s) that the Maintenance Agency shall render maintenance services only with respect to the common areas falling within the said Project but outside the said Plot and these shall mainly relate to services in respect to the roads, landscaping, water, sewerage, drainage, street lights, pavements etc. The Applicant(s) undertake(s) to pay the maintenance bills of the Maintenance Agency for maintaining various services, facilities as described above raised on a pro-rata basis from the date of the offer of possession by the Company irrespective whether the Applicant(s) has/ have taken possession or is in occupation of the said Plot or not, until the maintenance services are handed over to the government or any local body for maintenance.

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(Sole/First Applicant)

X
(Second/Joint Applicant)

- 13.(b) In order to secure adequate provision of the maintenance services and also to secure the due performance of the Applicant(s) in paying promptly the maintenance bills and other charges as raised by the Company/Maintenance Agency, the Applicant(s) agrees to deposit, as per the payment plan and to always keep deposited with the Company/Maintenance Agency an Interest Free Maintenance Security (IFMS)/sinking fund calculated @ of Rs. _____ per square foot of the area of the said Plot. In case of failure of the Applicant(s) to pay the maintenance bills, other charges on or before the due date the Applicant(s) in addition to permitting the Company to deny him/her/them the right to avail the electrical connection, water and sewer connection, maintenance services etc. In case of the default, the Applicant(s) further authorize(s) the Company to adjust the amount of the IFMS/sinking fund against such defaults. If there is any adjustment from the IFMS due to default, then the Applicant(s) hereby undertake(s) to make good the shortfall within fifteen (15) days of demand by the Company else an interest @ MCLR+1% shall be charged on such shortfall.
- 13.(c) The Company/maintenance agency reserves to right to increase the IFMS from time to time in keep with the increase in the cost of maintenance services and the Applicant(s) agrees to pay such increases within fifteen (15) days of demand by the Company/its nominee (including Maintenance Agency). If the Applicant(s) fail(s) to make good the shortfall as aforesaid on or before its due date then the Applicant(s) authorises the Company/ Maintenance Agency to have the first charge/lien on the said Plot in respect of any such non-payment.
- 13.(d) The Company may transfer to the Maintenance Agency/Society/Competent Authority, as the case may be, the balance value of the IFMS/sinking fund received from the Applicant(s), after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Applicant(s) at any time and thereupon the Company shall stand completely absolve/ discharged of all its obligations and responsibilities concerning the IFMS/sinking fund. The Maintenance Agency/Society upon transfer of the IFMS or in case of fresh IFMS is sought from the Applicant(s) as stipulated hereinabove, reserves the sole right to modify/revise all or any terms of the IFMS.
14. The Applicant(s) shall pay, as and when demanded by the Company, the Stamp Duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the said Plot in favour of the Applicant(s) which shall be executed and got registered after receipt of the Total Price and other dues and as set out in this Application and as may be set out in the Allotment Letter and the Agreement to Sell.
15. It shall be incumbent on the Applicant(s) to comply with the terms of payment and/or other terms and conditions of this Application/Allotment Letter/ATS failing which the Company shall forfeit the entire amount of booking amount/Earnest Money, interest on delayed payment, brokerage, GST, other charges and taxes, if any incurred by the Company, etc. and the Application/Allotment Letter/ATS shall stand cancelled and the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said Plot. The Company shall thereafter be free to resell and/or deal with the said Plot in any manner whatsoever at its sole discretion. The amount(s), if any paid over and above the booking amount/Earnest Money, processing fee, interest on delayed payment, brokerage, other charges and taxes as may be applicable etc. would be refunded to the Applicant(s) by the Company only after realising such amounts to be refunded on resale but without any interest or compensation of whatsoever nature in accordance with the RERA Act and Rules. The Company shall have the first lien and charge on the Said Plot for all its dues payable by the Applicant(s) to the Company.

Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments as per Payment Plan but on condition that the Applicant(s) shall pay to the Company interest as prescribed under the RERA Act and Rules which shall be charged from the due date.

16. It is made clear to the Applicant(s) that the Company shall not permit any transfer or nomination till six (09) months from date of execution of the Allotment Letter. However, subsequent to the nine months period, the Company may, at its sole discretion, upon payment of transfer charges as applicable from time to time and subject to applicable laws and notifications or any Government/its agency body directions as may be in force, upon receiving a written request from the Applicant(s)/it nominee, permit the Applicant(s) to get the name of the Applicant(s) nominee's substituted in Applicant(s) place subject to such terms and conditions as the Company may impose. The Applicant(s) shall be solely responsible and liable for legal, monetary or any other consequences that may arise from such nominations.
17. The Applicant(s) hereby authorize(s) and permits the Company to raise finance/loan from any Financial Institution/Bank by way of Mortgage/charges/securitization of receivables of his/their plot subject to the said Plot being free of any encumbrances at the time of execution of sale deed. The Company/financial institution/bank shall always have the first lien/charge on the said Plot for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of construction.
18. In case the Applicant(s) who have made arrangement with any Financial Institutions/Bank, the sale deed of the said Plot in favour of the Applicant(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.
19. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the Said Plot is shall be the sole responsibility of non-resident/ foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 (FEMA),

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(Sole/First Applicant)

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(Second/Joint Applicant)

and rules and regulations made thereunder or statutory enactments or amendments thereof and rules and regulations of the Reserve Bank of India or any applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfil its obligations under this Application or Allotment Letter. The Applicant(s) understand(s) and agrees that in the event of any failure on Applicant(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Applicant(s) shall be liable for any action under the FEMA, and rules and regulations made thereunder as amended from time to time. The Applicant(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

20. The Applicant(s) shall inform the Company in writing any change in the mailing address mentioned in this Application failing which all demands, notices, etc. by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant(s). In case of joint Applicants, all communications shall be sent to the first named Applicant in this Application.
21. The allotment of the Said Plot is entirely at the discretion of the Company and the Company has a right to reject any allotment without assigning any reasons thereof. The Applicant(s) shall have the right to cancel/withdraw this application for allotment subject to the Company herein being entitled to forfeit the booking amount/Earnest Money paid alongwith this application of allotment and all amounts paid by the Company towards brokerage, taxes, levies, expenses and interest due upon instalments/late payments. The Company shall return 50% (fifty percent) of the balance amount of money paid by the Applicant(s) after deduction of the aforementioned amounts within 45 (forty five) days of such cancellation/withdrawal without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of plot or at the end of one year from the date of cancellation/withdrawal by the Applicant(s) without any interest, whichever is earlier.
22. It is agreed between the parties that the sale of the Said Plot is subject to force majeure conditions or happening of events which the Company could not have reasonably prevented or controlled.
23. It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Allotment Letter shall supersede the terms and conditions as set out in this Application.
24. All or any disputes arising out or touching upon or in relation to the terms of this Application and/or Allotment Letter 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 and Conciliation Act, 1996 or any statutory amendments/ modifications thereof from time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow by a sole arbitrator who shall be appointed by the Company. The Applicant(s) hereby confirms that the Applicant(s) shall have no objection to such appointment by the Company or any doubts about the impartiality of the sole arbitrator appointed by the Company. The Courts at Lucknow alone and the Allahabad High Court (Lucknow Bench) at Lucknow alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Application and/or Allotment Letter regardless of the place of execution of this Application which is deemed to be at Lucknow.

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(Sole/First Applicant)

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(Second/Joint Applicant)

**PAYMENT PLAN
PLOTS IN ATTALIKA PALMS – LUCKNOW**

PRICES

Basic Selling Price (BSP)	As applicable
Preferential Location Charges (PLC)	As applicable
External Electrification Charges (EEC)	Rs. ___/- per sq.ft.
*Infrastructure Development Charges (IDC)	As applicable
*Government Charges	As applicable
Down Payment Rebate	___%
Interest Free Maintenance Security (IFMS)	Rs. ___/- per sq. ft.

DOWN PAYMENT PLAN

On Application for Booking	Rs. _____
Within 60 days of Booking	95% of the Total Price + 100% of EEC
On Offer of Possession/Registration	5% of the Total Price, + 100% IFMS + 100% of IDC, Stamp Duty & Registration Charges and other charges, if any.

INSTALLMENT PAYMENT PLAN

On Application for Booking	Rs. _____
Within 45 days of Booking	10% of the Basic Selling Price (including booking amount)
Within 3 ½ months from the date of Booking	15% of the BSP.
Within 6 ½ months from the date of Booking	15% of the BSP.
Within 9 ½ months from the date of Booking	15% of the BSP.
On laying of sewer line in front plot	7.5% of the BSP + 50% of PLC.
On laying of water line in front plot	10% of the BSP.
On start of Landscaping Work	5.0% of the BSP + 50% of PLC.
On start of Electrification Work in front of plot	7.5% of the BSP + 100% of EEC.
On start of WBM Road Work in front of plot	10% of the BSP
Possession/Registration	5% of the Total Price, + 100% of IFMS, Stamp Duty & Registration Charges + 100% of IDC/other charges, if any.

Notes:

1. Stamp Duty/ Registration Charges/ Administration Charges shall be payable alongwith the last instalment as applicable.
2. * Infrastructure Development Charges, if any would be received on pro-rata basis from the Customer. **As of now no Infrastructure Development Charges (IDC) are applicable.**
3. Prices and Payment Plan indicated above are applicable as on date of acceptance of the application by the Company and are subject to revision from time to time at the sole discretion of the Company.

RERA REGISTRATION: UPRERAPRJ..... LDA PERMIT NO: MAP 20180927134413700

X
(Sole/First Applicant)

X
(Second/Joint Applicant)