

APPLICATION FORM FOR ALLOTMENT OF UNIT

To,
New Modern Buildwell Private Limited,
511, Ambadeep Building, K.G. Marg,
New Delhi - 110001

Date:

Client ID:

Dear Sir,

I/We am/are desirous to invest in your upcoming project NMBPL TOWER situated at Lucknow, to be developed and constructed by **New Modern Buildwell Private Limited**, (hereinafter referred to as the "**Company**") on land situated at Sector 7, Shaheed Path, Gomti Nagar Extension, Lucknow, Uttar Pradesh.

I/we hereby agree to 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, Investment Agreement, Deed of Adherence and such other documents in 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 specifications of the Unit and I/we shall pay the basic sale price, preferential location charges, additional cost/charges, the applicable Stamp Duty and such other charges as may be applicable, as and when demanded by the Company.

I/we remit herewith a sum of Rs. _____ (Rupees _____
_____) vide Bank Draft/Cheque No. _____
dated _____ drawn on _____ towards payment of **Application Money ("AM")** as a token for the desired Investment in the Unit as mentioned in this Application Form.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/we do not become entitled for the provisional and/or final allotment of the Unit not with standing the fact that the Company may have issued any document acknowledging the receipt of money tendered with this application. It is only after I/we sign and execute the Allotment Letter/ATS, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this Application or I/we fail to sign/ execute and return the Allotment Letter or any other document as may be desired by the Company within such timelines as may be prescribed by the Company, then the Company may at its sole discretion treat my/our Applications cancelled and the Application Money paid by me/us shall stand forfeited.

I/We understand that the **APPLICATION MONEY** paid by me/we is advance for the desired investment in the Unit as mentioned in this Application Form, which will be adjusted in the Total Cost of Unit payable by me/us. The Company shall deposit the Application Money in a separate bank account monitored by Escrow Agent and the Company will not utilize the same until the allotment of Unit. The Company has set a milestone for allotment of Unit, which is 40% of Sale of Total Stock available in the Project. In case of non-achievement of set milestone, company will refund the Application Money without any deduction within a period of 180 Days.

I/We further agree to pay the installments and additional charges 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 allotment will be cancelled and the Booking Amount, along with interest (if any) that may be due, shall be forfeited by the Company.

Signature of 1st Applicant

Signature of 2nd Applicant

My/Our particulars are given below: -

1. First Applicant Mr./ Mrs./ Ms.....

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

Residential Address

Date of Birth.....Profession.....Designation

Nationality.....Marital Status.....No. of Children

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

Office/ Business Address

Tel. Res.....Off.....Mobile.....

Fax No.....E-Mail ID.....

*Income Tax Permanent Account No./ Ward No.

2. Second Applicant Mr./ Mrs./ Ms.....

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

Residential Address

Date of Birth.....Profession.....Designation

Nationality.....Marital Status.....No. of Children

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

Office/ Business Address

Tel. Res.....Off.....Mobile.....

Fax No.....E-Mail ID.....

*Income Tax Permanent Account No./ Ward No.

(*Copy of self attested PAN Card is mandatory to attach).

Signature of 1st Applicant

Signature of 2nd Applicant

3. UNIT TYPE

Service Suite Type-1 Service Suite Type-2 Office Space Shop Restaurant/ Food Shop

4. DETAILS OF UNIT:

- i. Unit No.....
- ii. Floor
- iii. Carpet Area Sq. Ft.....Sq. Mtr
- iv. Super Built-up Area..... Sq. Ft.....Sq. Mtr

5. COST OF UNIT

(A) BASIC COST OF THE UNIT	RATE	AMOUNT	REMARKS
1. Basic Sale Price (BSP)	Rs _____ per Sq. Ft.		
(B) ADDITIONAL CHARGES			
1. Car Parking	-		
2. Lump Sum Maintenance Deposit (LSMD)	Rs _____ per Sq. Ft.		
3. External Electrification Cost (EEC)	Rs _____ per Sq. Ft.		
4. Fire Fighting Equipment Cost (FFEC)	Rs _____ per Sq. Ft.		
5. Power Backup Installation Cost for _____ KVA	Rs _____ per KVA		
6. Preferential Location Charges (PLC) Floor PLC	Rs _____ per Sq. Ft.		
(C) INTERIOR COST			
1. Cost of Interior (if applicable)	Rs _____ per Sq. Ft.		
(D) OTHER CHARGES			
1. External Development Charges (EDC)	Rs _____ per Sq. Ft.		
2. Other Charges (if any)			
TOTAL COST OF UNIT (excluding tax)	(A)+(B)+(C)+(D)		

AMOUNT IN WORDS : Rupees

Payment Plan

DOWN PAYMENT PLAN (DP) CONSTRUCTION LINKED PLAN (CLP)

Signature of 1st Applicant

Signature of 2nd Applicant

DISCOUNT (if any)

_____ % Discount on BSP on payment of _____ % of BSP within _____ days

BOOKING THROUGH

Direct Real Estate Agent

Agent Name :

Agent RERA Number

Agent Stamp

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. Any allotment against this Application is subject to the terms and conditions attached to this Application Form, the Allotment Letter and such other documents that may be entered into *inter alia* between me/us and the Company. I/we agree that the aforementioned terms and conditions 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 change in any other particular or information, given above, till the Unit is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us.

Signature of 1st Applicant

Signature of 2nd Applicant

BASIC TERMS AND CONDITIONS

1. I/we ("Allottee/s") have applied for allotment of a Unit in the Project named as "NMBPL TOWER" ("Project") to be developed by New Modern Buildwell Private Limited (hereinafter referred to as the "Company") on land situated at Sector 7, Shaheed Path, Gomti Nagar Extension, Lucknow, Uttar Pradesh.
2. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the Application Money tendered along with this Application.
3. Before applying for allotment of the Unit, I/we have fully satisfied myself/ourselves 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 prevailing byelaws/guidelines of the Lucknow Development Authority (LDA) and/or any other authority 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 Lucknow Development Authority (LDA) and/or other Authorities in this regard to the Company. The allotment of the Unit is entirely at the discretion of the Company. The allotment of the Unit shall be provisional and shall be confirmed on the issuance of the Allotment Letter / ATS in the Company's standard format which has been read and understood by me/us.
4. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and I/we is/are 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, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property on which the Project is proposed to be developed, the Project and the Unit (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 own judgment and investigation(s) for applying to allotment of the Unit.
5. I/we hereby agree and understand that the area of the Unit provided herein & subsequently in Allotment Letter/ATS are tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our

Signature of 1st Applicant

Signature of 2nd Applicant

consent for change (decrease/ increase) in the area of the Unit, its dimension, size, location, number, etc. The final super area, size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the Unit, I/we shall pay for the initial 10% increase in area at the rate at which the Unit has been booked and shall pay for balance increased area at then prevailing Company's rate/ market rate. In case of decrease of the allotted area of the Unit, the amount received in excess over and above the total cost of the Unit based on the changed area, shall be adjusted/refunded (as the case may be deemed fit by the Company) to me/us without my/our protest and demur and without any interest thereon.

6. I/we have examined the tentative plans, designs and specifications of the Unit and have agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and be 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 Unit.
7. 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 Unit shall collectively constitute the Booking Amount.
8. (i) I/we understand and agree that timely payment of installments of basic cost and allied/additional cost, government levy etc. pertaining to the Unit is the essence of the terms of this Application Form and all other documents as may be executed by and between me/us and the Company. If I/we fail/default in making payment of due amount within stipulated time, then the Company shall have rights mentioned herein below:
 - (a) to keep on abeyance/suspension of the booking or cancel the allotment of the Unit;
 - (b) to forfeit/deduct the Booking Amount together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments; and
 - (c) to re-allocate the provisional allotment of the Unit which includes change in area and location of the Unit.
- (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 Unit 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 (c) as above and as a result thereof, there are any changes in dimension, size etc. of the Unit, then the price towards increase/decrease of re-allotted Unit 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 been given by the Company on the total consideration in respect of the Unit/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 authorize the Company to withdraw such discount/concession and demand the payment of such discount/concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. [The Company in its absolute discretion may condone the delay by charging penal interest as per UP RERA Real Estate Rules]
9. I/we further agree that in case of payment plan with discount option, if I/we fail to pay the installments in the promised time frame, then the discount payment plan shall be automatically considered as construction linked installment plan. In concurrence of the same, the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 8 above and shall have right to **withdraw** the rebates or any other discounts provided in the payment plan with discount option in relation to the Unit. The payment plans are annexed herewith as **Annexure-A**.
10. All payments by the Allottee/s shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favour of **"NMBPL TOWER LUCKNOW"** or such other accounts as may be intimated by the Company. The Allottee/s shall be permitted to assign the Unit to any third party 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 agrees to abide by all the terms of the allotment. I/we hereby clearly agree and understand that the development period of the Unit shall be reckoned with effect from the date of assignment of the Unit in favour of my/our Assignee (s).
11. All statutory charges, taxes, cess, Goods and Services 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 contrary as mentioned herein above, I/we hereby understand that Goods and Services Tax ("**GST**") (as may be applicable) shall be payable in accordance with my/our opted payment plan for sale consideration of the Unit. If I/we fail to disburse the installment along with applicable GST in timely manner, in such eventuality, the unpaid GST shall be construed as unpaid sale consideration of the Unit and I/we shall be liable to pay the due installments along with due GST and with interest as given in clause no. 8 (IV).

Signature of 1st Applicant

Signature of 2nd Applicant

12. (A) That upon the completion of construction of the Unit excluding the Final Finishing (defined herein below), Company shall issue Final Demand Notice (FDN) to the Allottee/s. Final Finishing means & includes painting (internal & external), polishing, fixing of CP fittings 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 of the Unit will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
- (B) (1) The possession of the Unit will be given after execution of Transfer/Sale Deed, subject to B(1) Force majeure Condition and B(2) payment of all the amounts due and payable by the Allottee/s up to the date of such possession including Lump sum Deposit for Maintenance (defined hereinafter), MRMC (defined hereinafter) & stamp duty and other charges etc. to the Company.
- (2) The Allottee/s has to make up-to-date payment of all dues within 30 days of Final Demand Notice (FDN).
- (3) The Allottee/s (except in Service Suite) has to take possession of the said Unit within 60 days of the written offer of possession or Final Demand Notice (herein "Said Period") from the company, failing which the said Unit will lie at the risk & cost of the Allottee/s. In other words, possession of the Unit shall become due on the date of expiry of the Said Period (herein "Possession Due Date"). The Allottee/s understands and agrees that the LSMD, MRMC (defined hereinafter), Holding charges, 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, whether or not the Allottee/s takes possession of his/her/their Unit.
- (4) The Allottee/s (except in Service Suite) understands and agrees that in the event of his/her failure to take over the possession of the said Unit beyond 60 days from the possession Due Date, then besides the levy of applicable Holding charges, chowkidari charges, LSMD, MRMC, other charges etc. the Said Unit will be handed over to the Allottee/s on "as in where is" basis. The Allottee/s further agrees not to raise any claim, dispute etc. in this regards at any time (present or future) whatsoever.
- (C) The Allottee/s agrees and undertakes to sign the standard format of possession document/s, Maintenance Agreement etc. as and when called upon to sign by the Company and shall abide by its terms and condition. The Allottee/s shall pay charges towards insurance, LSMD, MRMC, stamp duty, and other charges as maybe demanded by the Company at the time of FDN.
- (D) The construction of Unit is likely to be completed within the period of 48 Months with an extension period as approved by RERA subject to the receipt of requisite building/revised building plans/ other approvals & permissions from the concerned authorities; Force Majeure Condition; restraints or restrictions from any courts/authorities; non-availability of building materials; disputes with contractors /work force etc. and circumstances beyond the control of the Company & also subject to timely payments by the Allottee/s in accordance with the terms and conditions herein contained. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over of possession on account of the aforesaid reasons.
13. Monthly Recurring Maintenance Charges (MRMC) proportionate to the area of the Unit shall be charged for the running & maintenance of common services and spaces of the Project like running of lifts i.e. power consumption and cost of liftman, supply of drinking water i.e. electric bills of water pumps and cost of pump operator, lights in common areas (stairs, corridors, parking, parks etc.) i.e. electric bills and replacement/ repairing of minor defects, cost of sweeper, gardener, security personnel, maintenance of sewerage system or any other facility of common nature. Since this Project is a part of Complex in which there are three towers in which basement and certain services are common in nature, allottee will sign and execute the Maintenance Agreement for maintenance and up keeping of the overall Complex
14. In case of application for allotment in Service Suite:
- (A) A co-operative society will be registered under the provisions of the Uttar Pradesh Co-operative Societies Act, 1965. The Company will nominate initial Office Bearers.
- (B) It shall be incumbent on each allottee in Service Suite to join this Society formed with the support of Company for the purpose of maintenance of the Service Suites and to abide by the rules of the Society.
- (C) Allottee in Service Suite understands and agrees that his allotted unit is not for his residential purpose and may be leased to hotel operator to run the Hotel from the date of possession by the company.
- (D) Society may appoint Hotel Operator to sub-lease the Service Suites, to run the Hotel in Service Suites and to generate the income for owners of Service Suites.
- (E) Society will collect the revenue offered by the Hotel Operator and further distribute to the owners of Service Suite in proportion to their Investment Amount since there are two sizes of Service Suites available in the Project

15. The Company has made it clear to the Allottee/s that it shall be carrying out extensive development/construction activities for many years in future in the Project and shall also be connecting/linking the amenities/facilities viz electricity, water, sanitary/drainage system etc of additional development/ construction with the existing ones in the Project. The Allottee/s has confirmed that he/she/they shall not make any objection or made any claim or default any payment as demanded 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/facilities etc. as above said.
16. The Allottee/s shall get exclusive possession and title of the Unit along with allotted proportionate undivided share in land on which said Project is constructed herein through Sale/Transfer deed. The Allottee/s shall have no right, title and interest 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 herein above, and carved out in the Project as per sanctioned lay out plan.
17. The Allottee/s agrees and understands to pay to the Company all amounts as may be intimated by the Company towards City Development Charges (CDC), Bandha Charges, melba Charges, water Charges, water & sewer connection charges, EDC, EEC, Administrative Expenses or any other charges levied by LDA/Nagar Nigam / Government Body etc.
18. In the event Future Purchasable /Additional FAR is granted by the Approving Authority/ Government to the Company, the Company shall have the right to construct additional Units/units in the said Project and in such a situation the allottee shall have no right to restrict the Company for the construction of the additional Units/units in accordance with such additional FAR.
19. Carpet area means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes area covered by the internal partition walls of the Unit.
20. 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 as amended from time to time 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 in any manner on such account.
21. The Company shall have the first lien and charge on the Unit for all its dues and other sums payable by the Allottee/s to the Company. Loans from financial institutions to finance the Unit may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the Unit and I/we hereby agree to pay the sale consideration of the aforesaid Unit according to opted payment plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/Bank refuses to extend financial assistance on any ground, the Allottee/s shall not make such refusal an excuse for non-payment of further installments/dues.
22. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the Allottee/s upon compliance of necessary formalities by him/her/them.
23. The Company shall endeavor to give possession of the Unit to the Allottee/s as early as possible, subject to force majeure circumstance and reasons 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. I/we shall before taking possession of the Unit, must clear all the dues towards the Unit and have the Conveyance Deed/Agreement for Sale in respect of the Unit executed in my/our favour by the Company after paying applicable stamp duty, registration fee and other legal charges/expenses.
24. I/we shall have no objection in case the Company creates a charge on the land on which the Project is proposed to be developed during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be satisfied before handing over possession of the Unit to me/us.
25. 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, failing which, all demand notices and letters posted at the first 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 therefrom. 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.

Signature of 1st Applicant

Signature of 2nd Applicant

RERA No. TEMPPRJ18109

26. 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 condition 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.
27. In case there are joint Allottee/s, all communications shall be sent by the Company to the Allottee whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the Allottee and no separate communication shall be necessary to the other named Allottee.
28. If any misrepresentation/concealment/suppression of material facts are found to be made by me/us, the allotment will be cancelled and the Booking Amount as mentioned here in above shall be forfeited and the Allottee/s shall be liable for such misrepresentation/concealment/suppression of material facts in all respect.
29. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of the Unit) 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 process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow. Subject to Arbitration as referred above, the Courts 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 detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the APPLICATION MONEY as advance for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this Application Form, I/we shall be left with no right, title, interest or lien under this Application Form or against any Unit. If any other person has signed this Application Form on behalf my/our behalf, then he shall be presumed to be duly authorized by me/us through proper Authorization/Power of Attorney/Resolution etc.

Signature of 1st Applicant

Signature of 2nd Applicant

FOR OFFICE USE ONLY

CHECK LIST

1. Whether the Application Form is completely filled-up with Photograph (Two Photographs)?
2. Whether the Application Form is duly executed and signed in all pages by all Applicants?
3. Whether the Cheque for booking amount is in proper name and duly signed & dated?
4. Whether the self attested copy of the PAN Card of the Applicant(s) is/are received?
5. Whether the self attested copy of Identity Proof is lare received?

Remarks:

Booked by.....Checked by.....Approved .

Signature of 1st Applicant

Signature of 2nd Applicant