OMAXE
Turning dreams into reality

APPLICATION FORM

For Official Use: *Application No.* ☐☐☐☐☐☐☐☐☐☐☐☐

Customer Type: (**Kindly (X) the relevant box)** *Marketing Representative:* .....

☐ Individual ☐ Ltd. Company ☐ Pvt. Ltd. Company ☐ Proprietorship ☐ Partnership Firm

☐ HUF ☐ NGO/Charitable Trust ☐ Others If Others, Specify .....

For Office Use Only
Application Status: Accepted/Rejected

Booking Date: ☐☐☐☐☐☐☐☐ Customer ID: ☐☐☐☐☐☐☐☐☐☐☐☐

Booking Mode: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Property No.: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Entry Type: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

M/s Omaxe Garv Buildtech Pvt. Ltd. RERA Registration No.
Regd. Office : 10, LSC, Kalkaji,
New Delhi-110019.
Zonal Office- Cyber Tower, 2nd Floor, TC-34/V2,
Vibhuti khand, Gomti nagar, Lucknow, Uttar Pradesh 226010

Dear Sir,

I/we, the undersigned, apply for allotment of Commercial Shop (hereinafter referred to as the said **'Unit'**) in your Project named as **"Commercial-3 (Block-5)", Lucknow**, ("**said Project**") being developed and constructed under lawful arrangement by M/s Omaxe Garv Buildtech Pvt. Ltd. (herein referred to as "**Promoter**") on land situated at **Omaxe Metro City, Kallipashchim, Raebareli Road, Lucknow, Uttar Pradesh**. (CIN U45400DL2008PTC179470)

In the event of your agreeing to allot the said Unit, I/we agree and undertake to abide by the basic terms and conditions attached to this application form and being part thereof and also agree to sign and execute, as and when desired by the Promoter, the Allotment Letter and/or the Agreement For Sale on the Promoter's standard format and I/we shall accept the specifications pertaining to the Unit and shall pay the Total Price of the said Unit inclusive of Basic Sale Price, Preferential Location Charges and Additional Cost, Government Levies/Taxes, Maintenance Deposit, applicable Stamp Duty etc. as and when demanded by the promoter. I/we hereby remit a sum of Rs. _____ (Rupees _____) vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ towards advance money for allotment of said Unit.

I/we clearly understand that this application does not constitute an agreement for sale and I/we do not become entitled to the allotment of Said Unit notwithstanding the fact that the promoter may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Agreement For Sale, Addendum to the Agreement For Sale, if any and/or such other documents as may be required by the promoter (depending on the option availed) that the allotment shall become final and binding upon the promoter. If, however, I/we cancel/withdraw this application or I/we fail to sign/execute and return signed Agreement for Sale and get the same registered as per instructions from the Promoter, then the promoter may at its discretion treat my/our application as cancelled and the money paid till date by me/us shall stand forfeited.

I/we further agree to pay the installments and additional charges/cost as per the Payment Plan (opted by me/us), as shown in the Price List and/or as stipulated/ demanded by the Promoter, failing which the application/ allotment shall stand cancelled and the booking amount along with interest, if any shall be forfeited by the promoter. My/our particulars are given hereinafter

Applicant's Particulars for Reference and Record

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

SOLE / FIRST APPLICANT DETAILS *(Leave a Space Blank between two consecutive words)*

Customer Name: First Name Second Name

Last name

S/o, W/o, D/o, C/o: First Name Second name

Last Name

DOB/DOI: D D M M Y Y Y Y **Gender:**

Profession:

Designation:

Promoter/ Firm Name

PAN*

Passport No.:

Affix a Recent Colored Passport Size Photograph of the Applicant and Sign Across it.

Phone No (Residence): AREA CODE NUMBER **Office No.** AREA CODE

Mobile No.: **Fax No.**

Email ID:

Permanent Address:

City

State **PIN** **Country**

Office Address:

City

State **PIN** **Country**

Correspondence Address:

City

State **PIN** **Country**

Kindly (X) the Relevant Box

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

Marital Status: Married ☐ Unmarried ☐ **No. of children** ☐☐

Professional Details:

a. Industry: ☐ IT ☐ IT-ES/BPO/KPO ☐ Manufacturing ☐ Financial Services ☐ Telecom ☐ Retail

☐ Hospitality Services ☐ Medical/ Pharmaceutical ☐ Media/Entertainment ☐ Travel /Transport

☐ Others, Please Specify.....

b. Annual Income:

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

Date:
Place:

First Applicant Signature
(Signature should be within the Box)

Copy of PAN Card to be attached mandatorily

Applicant's Particulars for Reference and Record

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

Co- APPLICANT DETAILS *(Leave a Space Blank between two consecutive words)*

Customer Name: First Name Second Name

Last name

S/o, W/o, D/o, C/o: First Name Second name

Last Name

DOB/DOI: D D M M Y Y Y Y **Gender:**

Profession:

Designation:

Promoter/ Firm Name

PAN*

Passport No.:

Affix a Recent Colored Passport Size Photograph of the Applicant and Sign Across it.

Relationship with the First Applicant:

Phone No (Residence): AREA CODE NUMBER **Office No.** AREA CODE

Mobile No.: **Fax No.**

Email ID:

Permanent Address:

City

State **PIN** **Country**

Office Address:

City

State **PIN** **Country**

Correspondence Address:

City

State **PIN** **Country**

Kindly (X) the Relevant Box

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

Marital Status: Married ☐ Unmarried ☐ **No. of children** ☐☐

Professional Details:

a. Industry: ☐ IT ☐ IT-ES/BPO/KPO ☐ Manufacturing ☐ Financial Services ☐ Telecom ☐ Retail

☐ Hospitality Services ☐ Medical/ Pharmaceutical ☐ Media/Entertainment ☐ Travel /Transport

☐ Others, Please Specify.....

b. Annual Income:

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

Date:
Place:

Second /Co-Applicant Signature
(Signature should be within the Box)

Copy of PAN Card to be attached mandatorily

DETAILS OF SAID UNIT:

Unit No. Block/Tower Type/ Category

Total Area: Sq. Mts. SQ.YD PHASE

DETAILS OF PRICING: (Amount in Rs.)

	As per applicable Price list (Sq Ft/Sq Mtr/Sq Yard)	Price	
Total Price of the Said Unit		Rs	Paisa
A. Basic Sale Price(BSP)	Rs		
B. External Development Charges(EDC)	Rs		
C. City Development Charges (CDC)	Rs		
D. Substation Charges	Rs.		
E. Village Abadi Fee	Rs.		
F. Water/Storm/Sewer Connection Charges(FIXED)	Rs.		
G. PLC (Corner)	Rs.		
H. Interest Free Maintenance Security Deposit	Rs		
TOTAL	Rs		

The total price includes recovery of all cost fee, charges including cost towards proportionate common areas, facilities, amenities, green area, -----KVA power back up, open parking space(s), club membership etc.

Plan Type (Tick whichever is applicable): ***As per attached Annexure***

a. Down Payment Plan b. TLP/CLP Plan

Mode of Booking: **a.** **Direct** **b.** **Dealer** **c.** **Employee Referral** **Employee Name:** ..... **Employee Code:** .....

Dealer Information:

Dealer Name:

Dealer Address:

Dealer RERA Reg. No.:

Dealer Contact No.:

Dealer Signature With Seal:

DECLARATION

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked Unit by the Promoter, if the enclosed document/ information found to be forged or faked. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/ Agreement For Sale, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Promoter of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Promoter shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid Unit through my/our aforesaid dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid Unit, and shall not hold the Promoter responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Unit then I/we shall provide NOC from my/our aforesaid dealer.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रुप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

Name of the Applicant(s)	Signature of the Applicant(s)
1. _____	1. _____
2. _____	2. _____

Note: ***i). All Cheque/ Drafts to be made in favor of "Omaxe Garv Buildtech Collection account for Commercial-3 (Block-5)" payable at par only.***
ii). Persons Signing the Application Form on Behalf of other person/firm/company shall file proper Authorization/Power of attorney.

DEALER DECLARATION

(*To be filled by the Dealer in case of Dealer Booking)

I _____ authorized signatory of M/s_____ having RERA Reg. No._____, do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/ information found to be forged or faked and resultant cancellation of booked Unit by the Promoter. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

Address & Mobile No.

.....
Signature of the Dealer with stamp

Signature Specimen

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

CHECKLIST

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

Remarks *(if any):*

Booking Concession *(if any):* .....

.....

.....	.....	.....
Booked By	**Checked By**	**Approved By**

Terms & Conditions

1. I/we have applied for allotment of **Commercial Shop** (hereinafter referred to as the said **'Unit'**) in the Project named as **"Commercial-3 (Block-5)", Lucknow**, ("**said Project**") being developed and constructed under lawful arrangement by M/s Omaxe Garv Buildtech Pvt. Ltd. (herein referred to as "**Promoter**") on land **situated at Omaxe Metro City, Kallipashchim, Raebareli Road, 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 amount tendered along with this Application.

3. Before applying for allotment of said Unit, I/we have verified the terms/ conditions of allotment and price of the said Unit with other Developers in the vicinity and have fully satisfied myself/ourselves about the terms, conditions, price of the said Unit and nature of rights, title, interest of the Promoter in the said Project, which is being developed/ constructed by the Promoter as per prevailing byelaws/guidelines of the concerned Competent Authority (hereinafter referred to as "**said Authority**") and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof. I/we further agree and undertake to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority in this regard to the Promoter.

4. I/we have received all the information as per prevailing law. I/we hereby understand that the Promoter shall confirm the final area of Said Unit that has been allotted to me/us after the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area, then the Promoter shall refund the excess money paid by me/us within forty-five days with annual interest at the rate prescribed in the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State Government, from the date when such an excess amount was paid by me/us. If there is any increase in the area allotted to me/us, then the Promoter may demand that from me/us as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the booking rate. However, if the Promoter has given any discount/concession to me/us at the time of booking, I/we agree that I/we shall not be entitled to claim such discount/concession from the Promoter if I/we are required to pay towards increase in the area of the said Unit to the Promoter.

5. I/we understand and agree that the Promoter may make any changes to the approved layout plan, sanctioned plan of the Project and nature of amenities in terms of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State Government. The Promoter is entitled to make such minor additions or alterations as may be required by me/us or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer for which I/we grant our consent herewith. In addition thereto I/we grant our consent herewith for any other alteration in the sanctioned plan, layout plan and specifications of the building or common area within the project.

6. The Promoter may develop the project in a phased manner and every Phase therefore will be considered a standalone real estate Project.

7. In case where the Promoter proposes for a revision in layout plan of the Project with my/our consent and thereupon my/our said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund or demand preferential location charges which I/we hereby agree to pay/have refund/have adjusted in last installment as stated in the payment plan opted by me/us.

8. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10 % of Basic Sale Price of the said Unit shall collectively constitute the booking amount.
   (i) I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Unit is the essence of the terms of the booking. I/we agree to make all payments within time as per the terms of Schedule of Payments as mentioned in Annexure-A and/or as may be demanded by the Promoter from time to time and I/we agree that the Promoter is under no obligation to send demand/ reminders for payments. I/we understand and agree that in case I/we fail to make payments as per the Payment Plan annexed hereto, I/we shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Real Estate (Regulation and Development) Act, 2016.

   (ii) In case I/we fail to make payments for a period beyond 2 consecutive months after notice from the Promoter in this regard, I/we hereby authorize the Promoter to cancel the allotment of the Said Unit and forfeit out of the amounts paid by me/us, the booking amount as aforementioned together with any interest on installments, interest on delayed payment due or payable, brokerage, dealer commission etc. The amount, if any, paid over and above the booking amount, interest on delayed payment due or payable, brokerage, dealer commission etc shall, however be refunded to me/us or financial institution, as the case may be by the Promoter without any interest after compliance of certain formalities by me/us and the Agreement For Sale /Allotment Letter executed between the Promoter and me/us shall thereupon stand terminated and I/we shall be left with no right, title, interest, lien etc. on the Said Unit. The Promoter shall intimate me/us about such termination at least 30 days prior to such termination.

   (iii) Further, if any discount/ concession has been given by the Promoter in the Basic Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied cost, then I/we hereby authorize the Promoter to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of Total Price of the said Unit, which I/we hereby agree to pay immediately.

9. The Promoter will offer for possession of the Said Unit to the applicant on the date which shall be mentioned in the allotment letter/Buyers Agreement, subject to force majeure circumstance and reasons beyond the control of the Promoter with a reasonable extension of time for possession subject to making of timely payment of installments to the Promoter by me/us.

10. Subject to the Force Majeure, the Promoter shall be considered under a condition of Default, if the Promoter fails to provide possession of the Said Unit to me/us as period specified hereinabove or fails to complete the Project within the stipulated time after occupation/completion certificate, as the case may be, has been issued by the competent authority. In such case, I/we shall have the option of terminating the Agreement For Sale in which case the Promoter shall be liable to refund the entire money paid by me/us towards the purchase of the Said Unit, along with interest at the rate prescribed in the Real Estate (Regulation and Development) Act, 2016 per annum prevailing at the time of refund within forty-five days of receiving the termination notice after the deduction of taxes and misc. expenses towards the unit. If I/we do not intend to withdraw from the project or terminate the Agreement For Sale/Allotment Letter, I/we shall be paid, by the Promoter, interest at the rate prescribed in the Real Estate (Regulation and Development) Act, 2016 at the time of refund for every month of delay till the handing over of the possession of the Said Unit which shall be paid by the Promoter to me/us within forty-five days of it becoming due.

11. I/we hereby understand that I/we shall have a right to cancel/withdraw my/our allotment in the Project. In case I/we propose to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit booking amount paid for the allotment, interest and other dues payable for the allotment. The balance amount of money paid by me/us shall be returned by the Promoter to me/us without interest in the period and manner as provided in the RERA Act/Rules/Guidelines of such cancellation.

12. I/we hereby agree that in case of cancellation of booking of the said unit, I/we shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.

13. I/we agree to make all payments within time in terms of schedule of payments as mentioned in Annexure-A and/or as may be demanded by the Promoter from time to time without any reminders from the Promoter through demand drafts/cheques drawn upon scheduled banks in favor of "**Omaxe Garv Buildtech Collection account for Commercial-3 (Block-5)"** payable at par.

14. I/we further agree that in case I/we make any payment towards the said Unit from any third party account, then I/we shall ensure that there would be no claim by such third party in the said Unit against the payment made from third party account and I/we further agree that the Promoter shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third party account then I/we hereby agree to submit a declaration signed by such third party to the Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue receipt of such payment made by me/us from third party account.

15. I/we agree that the offer for allotment of the said Unit and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment) shall be subject to the permissions granted by the said Authority and the usage of the said Unit and construction thereon, if any, by the applicant shall be subject to approval of plan of the said Unit by the Competent Authority as per zoning conditions, rules and regulations of the said Authority and shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usages in the said Unit. I/we further agree that irrespective of the size of the Said Unit to be allotted through Agreement For Sale, I/we can only be entitled to construct the building thereon only in the area approved in zoning plan. If the concerned Authority may impose the certain restriction/ permission towards built up area on the said Unit, in such eventuality I/we shall be liable to comply with such restriction/ permission to its fullest extent.

16. Assignment of allotment of the Said Unit by the applicant shall be permissible at the discretion of the Promoter on payment of such administrative cost as may be fixed by the Promoter from time to time, provided 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 allotment.

17. All statutory charges, taxes, cess 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 Promoter. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that all applicable taxes shall be payable in accordance with the opted payment plan for payment of Total Price of the said Unit. If I/we fail to disburse the installment along with applicable GST on Total Price of the said Unit in timely manner, in such eventuality, any such unpaid tax shall be construed as unpaid payment of Total Price of the said Unit and Applicant shall be liable to pay the due installments along with due taxes and interest, as applicable.

18. I/we hereby agree that upon completion of the said Project/Building I/We shall enter into a Maintenance Agreement with the Promoter or any other nominated maintenance agency or other body as appointed by the Promoter for the maintenance and upkeep of the common areas and common services of the said Project and I/We hereby undertakes to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Promoter or its nominated maintenance agency.

19. I/we hereby agree to pay to the Company, Interest Free Maintenance Security (IFMS) in order to secure adequate provision of the maintenance services and for my/our due performance in paying promptly the Maintenance Charges/ Bills as and when demanded by Company/Maintenance Agency and other charges as raised by the Company/Maintenance Agency from time to time. I/we also agree to pay one-year advance maintenance charges demanded at the time of offer of possession whether the Unit is physically occupied by me/us or not and after the period of one year I/we further agree to make payment of monthly maintenance charges in respect of the said Unit regularly on monthly basis as per bills raised by the Company/Maintenance Agency which shall be 10% higher than the previous year maintenance charges. In the event of my/our failure to make payment of monthly maintenance charges, the Company/Maintenance Agency shall deduct monthly maintenance charges from the Interest Free Maintenance Security till such period the Interest Free Maintenance Security are fully exhausted. After the exhaustion of Interest Free Maintenance Security, I/we hereby agree to replenish the shortfall in the IFMS within 15 days. Further, in case of non-payment of maintenance charges by me/us within the time specified, I/we shall be liable to pay maintenance charges along with interest at the rate of 15% per annum and non-payment of maintenance charges shall also disentitle me/us to the enjoyment of common services including electricity, water etc.

20. I/We hereby agree to become the member of Resident Welfare Association (RWA) if any, for availing the Maintenance Services of the Project upon the Promoter handing over the same to the RWA. I/we hereby agree to join the said RWA. Further the Promoter shall have the right to transfer the balance Advance Maintenance Charges after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Applicant(s) to such RWA/ Maintenance Agency, as the Promoter may deem fit, and thereupon the Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Applicant(s) on account of the same.

21. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Promoter, the amount paid towards booking and further consideration will be returned by the Promoter as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Promoter will not be liable in any manner on such account.

22. The Promoter shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant to the Promoter. Loans from financial institutions to finance the said 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 said 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 refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.

23. In case the Promoter is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Promoter shall refund the amount paid by the applicant as per prevailing law.

24. I/we shall before taking possession of the Said Unit, must clear all the dues towards the Said Unit and have the Sale Deed for the said Unit executed in my/our favor by the Promoter after paying applicable stamp duty, registration fee and other legal charges/ expenses.

25. I/we shall use/ cause to be used the said Unit for designated purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Said Unit and forfeiture of the booking amount and other dues as stated hereinabove and the applicant will have to compensate the Promoter for all other losses resulting there from.

26. I/we shall have no objection in case the Promoter creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Said Unit to me/us.

27. I/we shall get my/our complete address and e-mail ID registered with the Promoter at the time of booking and it shall be his responsibility to inform the Promoter through letter by Registered A.D. about all subsequent changes in his 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 him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. I/we hereby agree that the Promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Promoter.

28. 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/ Agreement for Sale, 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/Agreement for Sale 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/ Agreement for Sale in this regard.

29. In case there are joint applicants, all communications shall be sent by the Promoter to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.

30. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the booking money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

31. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Said 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. The courts at Lucknow shall have jurisdiction in case of any dispute arises between the parties.

DECLARATION

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Promoter 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, I/we shall be left with no right, title, interest or lien under this Application qua the said Unit. If any other Persons 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.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रुप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

Name of Applicant (s)	**Signature of Applicant(s)**
_____	_____
_____	_____

Annexure- A

DOWN PAYMENT PLAN

TIME LINKED / CONSTRUCTION LINKED PAYMENT PLAN FOR SAID UNIT