G.P.C.L. BUILDERS & DEVELOPERS PVT.LTD. APPLICATION FORM For Official Use: Application No. Customer Type: (Kindly (X) the relevant box) Marketing Representative: ...

I LICATION FORM	J		

For Official Use: App Customer Type: (Kin		vant box) Marke	eting Representati	ve:	COMMERCIAL RETAIL HOTEL SUITES AND OTHER HOSPITALITY SPACES
Individual HUF	Ltd. Comp	any Pvt. Lt	cd. Company Others If	Proprietorship Others, Specify	Partnership Firm
			Office Use Only Status: Accepted/Rej	ected	
Booking Date:			Customer ID:		
Booking Mode:					
Property No.:					
Entry Type:					

M/s G.P.C.L.Builders & Developers Pvt. Ltd. (CIN U70200UP2019PTC122672)

RERA Registration No.

Registered Office - 538KA/362, Triveni Nagar-I, Lucknow - 226020

Zonal Office: Flat No.914,9th Floor, Skyline Plaza-3,

Sushant Golf City, Lucknow-226030

Dear Sir,

I/we, the undersigned, apply for allotment of commercial shops/banquet hall/sffice space/commercial space (herein after referred to as 'Unit') in your Project named as "BRIJ TOWER" being developed and constructed under lawful arrangement at Hi-tech Township by M/s G.P.C.L Builders & Developers Pvt. Ltd. (herein after referred to as "Promoter") on land situated at T-3B at Ansal Sushant Golf City Village- Ahamamau, Sultanpur Road, Tehsil-Sarojni Nagar District-Lucknow (UP) (herein after referred to as "Said Project").

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 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 money paid till date 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	. Nai	ne																		Sec	ond	Nam	е	
													Last r	nam	е																
S/o, W/o, D/o, C/o:							Firs	t Na									S	econ	d na	me											
			 						l	ast I	Nam										<u> </u>	<u> </u>	╢								
DOB/DOI:	D	D	N	/	VI	Υ	Υ	Υ	Υ				Gen	der	: [Affix a Recent Colored Passport								
Profession:							_														<u> </u>		╣					Pas otog			
Designation:						_	_														<u> </u>	<u> </u>						ppl	_		
Promoter/ Firm Name						_																			a	nd		n A	cros	SS	
PAN*						_	_	_													L						j	it.			
Passport No.:																							JL								
														•••••		•••••			ARI	A C	ODE		1 [
Phone No (Residence):		ARE	A ((DDE					NUN	/IBER				No	0.		L														
Mobile No.:														Fa	ax N	0.															
Email ID:																															
Permanent Address:		······			······	·······		T			T						T	T	······												••••
								T		T	İ	Ť		C	ity			T							Ť	T					
State							P	IN	Ī	Ī	Ì			_		Coı	unt	ry		İ	Ť	Ť	Ť	Ť	Ť	Ť					
Office Address:							,		Τ	Т	T	T	T	Τ	T							Ť	Ť	Ť	Ť						
											T			(City				T	T	Ť	Ť	Ť	Ť	T						_
State							P	IN	Γ	'	 	Ť	+			coun	ıtry	7		+	T		$^{+}$	$\overline{}$							
Correspondence Addre	ess:	T							T	T										-			İ	Ť	T			T			ī
		T	T	T	T						Τ	T		C	ity							T				Ť					╗
State			T				P	IN					Ť	_	7	Cour	ntr	y									T				ī
					•••••			 Kir		, (X	 th		leva	mt l	 Rov			•••••	•••••												<u> </u>
	••••••			•••••	•••••	•••••	•••••	••••••						•••••	•••••	•••••		•••••		•••••		•••••			•••••	•••••					••••
Residential Status: Re	esidei	nt			No	n Re	side	ent					Per	son	of I	ndia	n O	rigii	n				Fo	reig	gn N	Vati	ona	ıl			
Marital Status: Ma	arried	d [Ur	nma	rrie	d					No	. of	chil	drer	1														
Professional Details:	Professional Details:																														
a. Industry:		ΙΊ	Γ-ES	/BP	0/K	PO				N	lan	ufac	turii	ng		Fii	nan	cial	Ser	vice	es		Т	'ele	com	ı]]	Reta	il	
Hospitality Services				Me	dical	/ Ph	arn	nace	euti	cal			M	edia	ı/En	terta	ainn	nen	t [Trav	/el	/Tra	ınsı	por	t				
Others, Please Specif	fy																														
b. Annual Income:																															
<15 Lakhs 15-	20 La	ıkhs						20)-30) La	khs					30	-50	Lak	hs					50) La	khs	8 & :	> [
Date:	•••••	•••••			•••••	•••••		•••••	•••••	•••••	•••••						•••••					•••••	•••••	•••••	•••••	•••••	•••••			•••••	 7
Place:																			-:,	Τ Λ		:		1	-4-						
*Copy of PAN Card to be attached mandatorily First Applicant Signature (Signature should be within the Box)																															
(Signature Should be within the DOX)																															

Applicant's Particulars for Reference and Record

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

Co- APPLICANT DETAILS	Leav	re a S	расе	Blan	k be	twee	en tv	vo c	ons	ecut	tive	word	ls)																
Customer Name:						Firs	t Naı	me																	Sec	ond I	Nam	е	
	Щ			<u> </u>								Last r	ame									L		<u>_</u>	<u>_</u>	$\underline{\perp}$	<u>_</u>		
S/o, W/o, D/o, C/o:						Firs	t Na	me .								S	econ	d na	me										
DOD /DOI		_	D.4	D./	Y	Y			ast I	Nam				<u> </u>															
DOB/DOI: Profession:	D	D	M	M	Y	Y	Υ	Υ				Gen	der	: [,			Red			
			+	+																						Pas otog	_		
Designation:	Щ																									Appl			
Promoter/ Firm Name	H																							and		n A	cro	SS	
PAN*	Щ]	it.			
Passport No.:				<u> </u>	Ļ	Щ					L	Ш			Щ						Щ	Ļ	_	_	_	_	_		_
Relationship with the Firs	st Ap	plica	ant:						<u> </u>		<u> </u>												<u></u>	<u> </u>	<u> </u>				
													-					ARI	A C	DDE									
Phone No (Residence):		AREA	COD					NUN	/IBER				No					'											_
Mobile No.:													Fa	ıx N	0.								\perp						
Email ID:																													
Permanent Address:																													
													Ci	ity								Ī							
State					\top	I	PIN								Со	un	ry												
Office Address:	T					-		Τ	T	T	T			T												T	ī		一
	Ť												(City		İ	T					T					司		一
State						P	IN						_		Cour	ntr	y								\exists	T	T		乛
Correspondence Addres	is:							Ī											•	•	<u> </u>	Ī	T	Ŧ	Ŧ	T	Ŧ		ī
						T		Τ	Τ	Τ	T		Ci	ity													Ī		
State						P	IN							7	Cou	ntr	y												
							Kii	ndly	(X)	th	e Re	leva	nt l	 30x	•••••	•••••	•••••	•••••		•••••	•••••	•••••	•••••				•••••		•••••
Residential Status: Res	siden	ıt 「		No	on R	esid	ent			••••	•••••	Per	son	of I	ndia	0	rigi	n]		For	eign	Nat	iona	al [••••••	•••••
Marital Status: Ma	rried		_	U	Jnma	arrie	ed		_			No	. of	chil	dre	n			7	-						_	_		
Professional Details:	•••••			•••••	•••••	•••••	•••••			•••••	•••••	•••••	•••••	•••••	•••••	•••••		•••••		•••••	•••••		•••••	•••••	•••••	•••••	•••••	•••••	•••••
a. Industry: IT		IT-	ES/B	PO/I	KPO				N	lanı	ufac	turiı	ng		Fi	nan	cial	Ser	vice	s		Te	eleco	m]]	Reta	ail	
Hospitality Services	\Box		-	edica		harı	nace	euti		Г				/En	tert			_			rav		Fran:		t.	_			
Others, Please Specify	 7	<u> </u>			•				001					,				· _		-		01 / 1		эрог					
b. Annual Income:		•••	•••																										
	0 Lal	khs [20)-30) Lal	khs					30)-5()Lak	hs					50 I	Lakh	s &	> [
	•••••		•••••		•••••	•••••		•••••	•••••	Da	te:	•••••	Г	•••••			•••••			•••••				•••••		•••••		•••••	7
Place: *Conv of PAN Card to be at	tach	od mi	anda	toril													eco	nnd	/(n-Δi	nnli	can	ıt Sig	ซทล่	tura	2			

DETAILS OF SAID UNIT:									
Unit No. Block/Tower Type/ Category									
Total Super Area: Sq. Ft. Sq. Mts. Phase									
Carpet Area: Sq. Ft. Sq. Mtr.									
DETAILS OF PRICING:									
AS PER ANNEXURE- A									
Plan Type (Tick whichever is applicable): As per attached Annexure									
A. Down Payment Plan 🗌 B. Flexi Payment Plan -I 🔲 C. Construction Linked 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 Signature With Seal:									
Dealer Contact No.:									
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.									
Name of the Applicant(s) Signature of the Applicant(s)									
1									
2									

DEALER DECLARATION

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

personally verified by me and found to be gen presence. I shall be liable and responsible i cellation of booked Unit by the Promoter. I sresaid Applicant(s). dress & Mobile No.	if the enclosed document/ information	n found to be forged or faked and resulta
	Signature Specimen	
	First Applicant Signature	
Specimen One		Specimen Two
	Co/Second Applicant Signature	
Specimen One		Specimen Two
 Application Form is completely filled w Four Specimen Signatures have been n Cheque for booking amount is in prope Self-attested copies of PAN card and AA Self-attested copy of Passport for all fo Address Proof and other relevant docu 	nade by the Applicant(s) er name and duly signed and dated ADHAAR Card of all applicants are att oreign Nationals of Indian Origin is att	ached with the form
		••••••

Terms & Conditions

- 1. I/we have applied for allotment of Commercial Shops/Banquet Hall/Office Space/Commercial Space (herein after referred to as 'Unit') in your Project named as "BRIJ TOWER" being developed and constructed under lawful arrangement at Hi-tech Township by M/s G.P.C.L. Builders & Developers Pvt. Ltd., a Company registered under the Companies Act,1956, (herein after referred to as "Promoter") on land situated at T-3B at Ansal Sushant Golf City Village-Ahamamau, Sultanpur Road, Tehsil-Sarojni Nagar District-Lucknow (UP) herein after referred to as the "said Project").
- 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 occupancy certificate is granted by the said 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 prescribed MCLR + 1% per annum OR 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 carpet area, which is not more than three percent of the carpet area of the Unit, 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 shall require 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 phase-wise 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 Total Price of the said Unit shall collectively constitute the booking amount.
- 9. 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 details of pricing as mentioned in **Annexure A** and Schedule of Payments mentioned in **Annexure-B** 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 for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard I/we shall be liable to pay interest to the Promoter on the unpaid amount at the prescribed rate MCLR +1% per annum.
- 10. In case I/we fail to make payments of two consecutive demands then I/we shall be liable to pay interest on the outstanding amount and if the default continue for a period beyond 3 (three) 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.
- 11. 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.

- 12. The Promoter will offer for possession of the said Unit to the applicant in writing within two months of receiving occupancy certificate of the project or within the development period as stated in RERA Registration Certificate, 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.
- 13. Upon receiving offer for possession of the said Unit in writing from the Company, in case I/we fail to take possession of the Unit within stipulated period, then I/we shall be liable to pay to the Company holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet are of the Unit for the period beyond three months from the date of receiving occupancy certificate till actual date of taking possession alongwith due maintenance charges of the Unit from the date of receiving occupancy certificate for the Project.
- 14. 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 prescribed MCLR + 1% per annum prevailing at the time of refund within 120 days of receiving the termination notice. 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 Rules, for every month of delay till the handing over of the possession of the Unit which shall be paid by the Promoter to me/us within forty-five days of its 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 Promoter shall return 50% (fifty percent) of the balance amount of money paid by the me/us or to my/our banker/financial institution within 45 days of such cancellation and remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit or at the end of one year from the date of cancellation/withdrawal by the Allottee(s), whichever is earlier.
- 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-B 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 "G.P.C.L. BUILDERS & DEVELOPERS PVT. LTD." 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. 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..
- 16. 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 I/we shall be liable to pay the due installments along with due taxes and interest, as applicable to the promoter.
- 17. 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.
- 18. I/we hereby agree to pay the Interest Free Maintenance Security (IFMS) to the Promoter 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 Promoter /Maintenance Agency and other charges as raised by the Promoter/Maintenance Agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Promoter/ the Maintenance Agency from the date of commencement of maintenance services by the Promoter/ the Maintenance Agency in the said Project, whether the Unit is physically occupied by me/us or not. 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 Promoter/Maintenance Agency. In the event of my/our failure to make payment of monthly maintenance charges, the Promoter/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.

- 19. I/we hereby agree that the charges of such maintenance for 1 (one) year from the date of issuance of occupancy certificate for the Project has not been included in the Total Price of the Unit as given in **Annexure-A** and such cost of maintenance for 1 (one) year shall be charged by the Promoter at tentative estimated rate upon offer of possession of the Unit and the same shall be paid by me/us. The one year advance maintenance charges are calculated and demanded on the basis of tentative estimation, which may be changed as per actuals at the time of offer of possession of the said Unit and in case of any increase or decrease in the said amount, the same shall be additionally paid by me/us on demand or adjusted in the subsequent bills.
- 20. I/We hereby agree to become the member of RWA for availing the Maintenance Services of the Project upon the Promoter handing over the same to the Resident Welfare Association (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 my/our issues of repayment, refund and/ or claims, if any, on account of the same.
- 21. If 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 Conveyance/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 failing which the same shall be settled through process of Arbitration at the joint option of the parties. 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 and **Lucknow** shall have jurisdiction in case of any dispute.

DECLARATION

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the 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.

Name of Applicant (s)	Signature of Applicant(s)
DATE	PLACE

ANNEXURE-A

(DETAILS OF PRICING)

As per applicable Price list (Sq. Ft./ Super Area)								
TOTAL COST OF SAID UNIT	Rupees	Paisa						
(i)Total Sale Price of Said Unit								
(ii) Interest Free Maintenance Security (IFMS)								
(iii) On Offer of Possession								
Total Amount Amount in Figure								
Amount in Words								
Note : GST is applicable as per Govt. norms	s and shall be borne by the allottee							
Remarks (if any):								
Booking Concession (if any):								

Note:

- Cost of the said Unit is exclusive of amenities/provisions, which shall be paid by the Applicant on actual basic to the Promoter before offer of possession.
- 2. All applicable stamp duty, registration charges, Conversion charges and other taxes and charges payable to the Government from time to time and any enhancement thereof shall be additionally payable by the Applicant.
- 3. The charges of maintenance for 1 (one) year from the date of issuance of occupancy certificate has not been included in the Total Cost of the said Unit as given herein above and such cost of maintenance for 1 (one) year shall be charged by the Promoter at tentative estimated rate upon offer of possession of the Unit and the same shall be paid by the Allottee.
- 4. Electricity load and electricity meter as per customer's individual requirement or minimum requirement as per UPPCL will be installed. Cost towards the electricity load and electricity metershall be paid by the customer as per load installed.
- 5. As total sale price of the applied unit is more than Rs. 50 Lacs, the Customer requires deducting and depositing TDS @ 1% against each and every payment to the Company in compliance with the provision of Section 194 (1A) of the Income Tax Act, 1961.

ANNEXURE-B

PAYMENT PLAN-CLP

ON BOOKING	10% OF BSP + OTHER CHARGES
WITHIN 60 DAYS FROM BOOKING	10% OF BSP + OTHER CHARGES
ON COMMENCEMENT OF EXCAVATION	10% OF BSP + OTHER CHARGES
ON COMMENCEMENT OF RAFT	10% OF BSP + OTHER CHARGES
ON COMMENCEMENT OF BASEMENT	5% OF BSP + OTHER CHARGES
ON COMMENCEMENT OF GROUND FLOOR	5% OF BSP + OTHER CHARGES
ON COMMENCEMENT OF FIRST FLOOR	5% OF BSP + OTHER CHARGES
ON COMMENCEMENT OF SECOND FLOOR	5% OF BSP + OTHER CHARGES
ON COMMENCEMENT OF THIRD FLOOR	5% OF BSP + OTHER CHARGES
ON COMMENCEMENT OF FOURTH FLOOR	5% OF BSP + OTHER CHARGES
ON COMMENCEMENT OF FIFTH FLOOR	5% OF BSP + OTHER CHARGES
ON COMPLETION OF PLASTER	5% OF BSP + OTHER CHARGES
ON COMPLETION OF SUPER STRUCTURE OF RETAILS	10% OF BSP + OTHER CHARGES
ON OFFER OF POSSESSION/FIT-OUT	10% OF BSP+OTHER CHARGES+ 100% OF POSSESSION CHARGES