

# “ [ELITE OASIS] ”

## APPLICATION FORM

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

**FOR BOOKING/ALLOTMENT OF A RESIDENTIAL UNIT, IN THE PROJECT, [ELITE OASIS], A RESIDENTIAL GROUP HOUSING COLONY PROJECT  
SITUATED AT GOMTI NAGAR EXTENSION, SECTOR-7, UTTAR PRADESH, INDIA.**

**Registered under Real Estate (Regulation and Development) Act, 2016 and The Uttar Pradesh Real Estate  
(Regulation and Development) Rules, 2016 vide registration no. [●] of [●] bearing [●] dated [●]**

**Checklist of Documents to be submitted along with the Application Form**

*Mandatory to affix passport size photograph in designated areas in the Application Form towards all mentioned below categories:*

**Documents to be submitted - Resident of India**

<input type="checkbox"/>	Copy of PAN Card and Aadhaar Card.
<input type="checkbox"/>	Photograph(s) of Applicant(s).
<input type="checkbox"/>	Any other document/certificate as may be required by the Promoter.
<input type="checkbox"/>	Residence Proof of Applicant(s) and any other document/certificate as may be required by the Promoter.
<input type="checkbox"/>	Proof of Citizenship.

**Non-Resident Indian (NRI)/Foreign National of Indian Origin/Person of Indian Origin (PIO):**

<input type="checkbox"/>	Copy of the Individual's Passport/PIO/OCI.
<input type="checkbox"/>	Photograph(s) of Applicant(s).
<input type="checkbox"/>	In case of Demand Draft (DD) the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
<input type="checkbox"/>	In case of cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third-party.
<input type="checkbox"/>	Residence Proof.

**Partnership Firm/Limited Liability Partnership (LLP)**

<input type="checkbox"/>	Copy of PAN Card of the Partnership Firm/LLP.
<input type="checkbox"/>	Copy of GST Certificate.
<input type="checkbox"/>	Photograph(s) of Partner(s).
<input type="checkbox"/>	Copy of Partnership Deed/Deed of Limited Liability Partnership.
<input type="checkbox"/>	Registration Certificate of Partnership Firm/LLP.
<input type="checkbox"/>	Proof of Principal place of business.
<input type="checkbox"/>	In case of one of the Partner or a person other than Partners signing the document on behalf of other Partners an authority letter signed by all the Partners authorising the said Partner/the said person to act on behalf of the Firm/LLP along with Aadhaar Card.

**Private/Public Limited Company**

<input type="checkbox"/>	Copy of the PAN Card of the Company.
<input type="checkbox"/>	Copy of GST Certificate.
<input type="checkbox"/>	Photograph(s) and Aadhaar Card of Authorised Signatory(ies).
<input type="checkbox"/>	Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary/Managing Director/ Director of the Company.
<input type="checkbox"/>	Proof of Registered office of the Company.
<input type="checkbox"/>	Board resolution authorising the signatory of the Application Form to buy property, on behalf of the Company.

**Hindu Undivided Family**

<input type="checkbox"/>	Copy of PAN Card of HUF.
<input type="checkbox"/>	Copy of GST Certificate.
<input type="checkbox"/>	Photograph(s) of Karta of HUF.
<input type="checkbox"/>	Aadhaar Card of Karta of HUF.
<input type="checkbox"/>	Residence Proof.

*Note to the Applicant(s): The Applicant(s) shall sign all the pages of this Application Form including all annexures attached hereto (which would form part and parcel of this Application Form) in token of the Applicant's acceptance of the same.*

**Applicant's Signature:** \_\_\_\_\_

**Receiving Officer:** \_\_\_\_\_

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

APPLICATION FOR BOOKING/ALLOTMENT OF A RESIDENTIAL UNIT, IN THE PROJECT [GH Project], A RESIDENTIAL GROUP HOUSING COLONY PROJECT  
SITUATED AT GOMTI NAGAR EXTENSION, SECTOR-7, LUCKNOW, UTTAR PRADESH, INDIA

Registered under Real Estate (Regulation and Development) Act, 2016 and The Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 vide registration no. [●] of [●] bearing [●] dated [●]

Customer Name

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EOI Number

---

EOI DATE

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Emaar India Limited

306-308, Square One, C-  
2, District Centre  
Saket, New Delhi-110017

Subject: APPLICATION FOR BOOKING OF A RESIDENTIAL UNIT IN THE PROJECT [GH PROJECT], A RESIDENTIAL GROUP HOUSING COLONY PROJECT SITUATED ON A LAND PARCEL ADMEASURING [●] ACRES (11827.08 SQ. MTRS) OUT OF 226.37 ACRES SITUATED AT VILLAGES SARSAWA, ARDAUNA MAU AND AHMA MAU, PARGANA - LUCKNOW, TEHSIL – SAROJINI NAGAR AND DISTRICT LUCKNOW, NAMED AS GOMTI NAGAR EXTENSION, SECTOR-7, AMAR SHAHEED PATH, LUCKNOW, UTTAR PRADESH, INDIA

Dear Sir(s),

I/We, the Applicant(s), whose particulars is/are mentioned below in this Application, may be allotted the Unit, as described in Annexure – II. The Promoter was granted Licenses by the Lucknow Development Authority (“LDA”) on the Licensed Land, as described in Annexure – VI, for developing a residential group housing colony. The Promoter is constructing and developing a residential group housing colony in the name and style of ‘[●]’ (hereinafter referred to as “Project”) on the said Land, more particularly described in Annexure VI, comprised in the Licensed Land, which is subject to the set of terms and conditions as set out in the Buyer’s Agreement. I/We understand that this Application pertains to the Unit, usage whereof shall be residential in nature.

I/We, the Applicant(s), whose particulars are mentioned below in this Application, agree and understand the following:

1. That Emaar India Limited (“Promoter”) has conceived, planned and is in the process of developing and promoting, in a planned manner over a period of time, the Project on the Said Land owned by the Landowners in accordance with the requisite approvals from the competent authority(ies).
2. That development of the Project or any constituent thereof is proposed to be developed in a planned manner, certain facilities and services might be made available as per the progress and development of the Project. The common facilities being developed as a part of the Project may also cater to the adjoining residential group housing colony and the same may be treated as common facilities for the larger residential group housing colony. The Promoter shall be entitled to co-join the facilities and services proposed to be developed which may *inter-alia* include electric sub-station/ switching station, sewage treatment plant, waste treatment plant, electrical transformer and panel, etc., as may be permitted by competent authorities and applicable laws, for any project that may be added / integrated with the larger residential group housing colony. Also, as a result of such integration of the residential group housing colony, the existing frontage of the Project may increase. The extent of said Land may also be modified by way of addition/ deletion of land parcels forming part of said Land in future including addition of land parcels in the said Land for granting passage / entry / exit in the Project and to the extent as may be acquired/ required/ desired pursuant/ consequent to any directions/ approvals by LDA or any other Government Authority.
3. I/We, the Applicant(s), understand(s) that this Application relates to one such Unit, and this Application shall be confined and limited in its scope to the Unit in accordance with the building plan(s) approved by the Competent Authority.
4. The Promoter has got registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) (“Real Estate Act”/ “RERA”) and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (“UPRERA Rules”) for the State of Uttar Pradesh vide RERA Registration Certificate, as described in Annexure - VI.
5. I/We, the Applicant(s), after having read, understood and agreed to the terms and conditions stated herein and annexed hereto and the terms and conditions contained in the Buyer’s Agreement/Agreement to Sale prescribed by the Promoter pertaining to the allotment of the Unit and the limitations and obligations of the Promoter and the Applicant respectively, do hereby apply for the allotment of the Unit (as defined above) as per the details stated in Annexure II hereof. I/We also agree to sign and execute, as and when desired by the Promoter, the Allotment Letter and/or the Agreement to Sale 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.

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

6. I/We, the Applicant(s), hereby remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) vide Bank Draft/ Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ as stated in **Annexure III** hereof towards booking of the said Unit.
7. I/We, the Applicant(s) am/are making this Application with full knowledge of the Applicable Laws, rules, regulations, orders, notifications, pertaining to the Project in general and the Unit in particular. I/We agree that the allotment of the Unit shall be subject to my/our Application being complete in all respects and the initial application amount being realized by the Promoter and I/we on completing all other formalities, including but not limited to signing, execution and registration of Agreement for Sale / Buyer's Agreement ("**Agreement**") and timely payments. I/We agree that the allotment of the Unit shall be at the absolute discretion of the Promoter and in case of rejection of my/our Application, I/We undertake not to claim any compensation or interest from the Promoter except refund of my/our initial application amount.
8. I/We, the Applicant(s), agree and undertake, to sign and execute the Agreement for the Unit in accordance with the provisions of the Real Estate Act and the UPRERA Rules and any amendments therein from time to time and prevailing as on date of execution. I/We further undertake to pay the stamp duty and registration fee for registration of the Agreement and/or other expenses incidental thereto as and when required and intimated by the Promoter. Allotment of the Unit shall be subject to the terms and conditions of this Application Form, Allotment Letter and/or Agreement (to be executed) and other such terms and conditions as in future may be applicable and I / we undertake to abide by all such terms and conditions. I/we, the Applicant(s) undertake to sign and execute the Agreement in the form and manner as provided by the Promoter.
9. The Promoter, as the case may be, subject to force majeure conditions and reasons beyond its control, proposes to complete the development of the Project and offer the possession of the Unit upon receipt of entire Total Price from the Allottee(s).
10. I/We, the Applicant(s), have been intimated that the Unit is residential in nature and can be used solely for the purpose of residential use in accordance with the prescribed parameters. This Application Form is confined and limited in its scope to the Said Unit in the Project.
11. I/We, the Applicant, understand that the Promoter may issue demand letters to me/us, the Applicant for making payments, and the Applicant further undertakes and confirms that it shall pay to the Promoter the consideration mentioned in the Payment Plan to the bank account of the Promoter as may be intimated within the stipulated timelines.
12. I/We, the Applicant(s), further understand that this Application Form does not constitute any offer or definitive allotment or any agreement to sell and the Applicant does not become entitled to the final allotment of the Unit, notwithstanding the fact, that the Promoter may have issued a receipt(s) in acknowledgement of the money tendered with this Application Form. I/We, the Applicant, further understand that the Promoter only on the receipt of the money tendered with this application in the bank account of the Promoter, may issue an Allotment Letter for the Unit.
13. I/We, the Applicant(s), understand that the allotment of the Unit does not confer any rights to me/ us in the Unit unless the Agreement has been executed by the Promoter on receipt of at least ten percent (10%) of the Total Price (as defined hereinafter) of the Unit Upon the allotment of the Unit by the Promoter to me/ us, I / We undertake to timely execute the Agreement and other documents in the manner and also in accordance with the provisions of the Applicable Laws being in force at that time, at my/ our expenses/ cost.
14. I/We, the Applicant(s), have understood that only on execution and registration of the Agreement and agreeing to abide by the terms and conditions laid down therein, the allotment shall become final and binding upon the Applicant and the Promoter.
15. I/We, the Applicant(s), after having read, understood and agreed with the terms and conditions (hereinafter referred to as "**Terms and Conditions**"), annexed hereto as '**Annexure – I**', pertaining to the allotment of the Unit, the Total Price whereof mentioned in the price list (hereinafter referred to as "**Schedule of the Prices and Payment Plan**") annexed hereto as '**Annexure – III**' do hereby apply for allotment of the Unit in the Project, under the following payment plans.
16. I/We, the Applicant(s), agree that timely payment of the installments of the Total Price including GST/taxes, as applicable, and other payments, if any, for maintenance of essential services and common facilities, as per the Payment Plan (as mentioned in '**Annexure-III**' hereinafter) is the essence of the allotment and this Application Form. I/We declare and confirm that I/ We have understood the Payment Plan as opted by me/us and the binding effect of the terms and conditions and the implications of non-compliance.
17. I/We have applied with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Uttar Pradesh and the area in general and the Project in particular, which have been duly explained by the Promoter and understood by me/ us.
18. I/We, the Applicant(s), understand that the terms and conditions mentioned in the Term and Conditions are indicative in nature which are subject to changes at the discretion of the Promoter and detailed Terms and Conditions governing the contractual understanding the Applicant and the Promoter shall be set out in the Agreement.
19. I/We, the Applicant(s), understand that I/we shall have no right including the right of ownership in the Project / the Said Land, the facilities and amenities, save and except, as specified herein in this Application. All the rights and interest to develop the Said Land shall vest solely with the Promoter and the Promoter shall have the sole authority to deal in any manner with the Said Land, facilities and amenities.
20. In the event of Promoter agreeing to allot the Unit, I/we the Applicant(s) agree to pay the Total Price payable including GST/taxes, as applicable, in respect of the Unit along with all other dues as stipulated in this Application, to be followed by the Allotment Letter and/or as may be intimated by the Promoter from time to time and in the manner set out in the Schedule of Payments in terms of the payment plan opted by the Applicant(s) which shall form part of the Agreement. The Applicant(s) has / have clearly understood that this Application does not constitute an agreement to sell and the Applicant(s) does / do not become entitled to the final allotment of the Unit, notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the money tendered along with this Application.

21. I/We, the Applicant(s), undertake to sign and return the Agreement, together with all the schedules and annexures and the amounts due and payable including GST/taxes, as applicable, as set forth in the Schedule of Payments within a period of 30 (thirty) days of the receipt of the Agreement. If the Applicant(s) fail(s) to sign the Agreement and deliver the same to the Promoter within the aforesaid stipulated time period, then the Promoter shall issue a notice to the Applicant after the expiry of said 30 (thirty) days to rectify this mistake. If even after expiry of 60 (sixty) days from the date of such notice, the Applicant fails to sign and return the Agreement, the Application of the Applicant may be treated as cancelled by the Promoter and the Promoter shall be eligible to deduct an amount equal to the Earnest Money specified hereunder in this application form and GST amount, if any.
22. I/We, the Applicant(s), agree to abide the Terms and Conditions including but not limited to those relating to the payment of Total Price and other charges including GST/taxes, as applicable, etc. and forfeiture of Earnest Money along with Delayed Payment Charges as laid down herein and GST, if any.
23. The Promoter has the right to conduct Know Your Customer (KYC) Verification of the Applicant by its authorized representative based on the information provided herein. It is the sole responsibility of the Applicant to provide the updated information, if any, from time to time. I/We, the Applicant(s) agree and acknowledge and hereby consent that the Promoter shall be entitled to use, process, disclose and hold any and all information provided by the Applicant to the Promoter, including any personal or sensitive information, in accordance with applicable laws and regulations, including disclosure of such information as may be required for the purposes hereof.
24. The contents of 'Annexure – I', 'Annexure – II', 'Annexure – III', 'Annexure IV', 'Annexure V' and 'Annexure VI' hereof are incorporated in this Application Form by way of reference and shall always be deemed to be part and parcel of this Application Form.

Further, I/We unequivocally undertake to abide by the said terms and conditions.

All communications sent by the Promoter on the E-mail address provided by the First Applicant shall be deemed to have been duly served upon me/us.

**Note:** The word "Applicant" as used in this Application Form means and includes an individual applicant and all joint applicants, jointly and severally, as the case may be. This Application Form is and shall be subject to the provisions of Real Estate Act, UPRERA Rules (along with the rules and regulations as may be framed thereunder).

## DECLARATION

I/We, Applicant(s), have fully read and understood the terms and conditions contained herein and which shall be comprehensively detailed in the Agreement. The Promoter has readily provided all explanations and clarifications to me/ us as sought by me/ us and after giving careful consideration to all facts, terms and conditions; I/ we have now signed this Application Form and paid the application amount after being fully aware and conscious of my/ our duties, liabilities and obligations. I/ We further undertake and assure the Promoter that in the event of rejection of the Application, I/ we shall have no right, interest or lien on the said Unit and in such an event, I/ we shall solely be liable to the real estate agent, if any, through whom this Application and/or booking of the Unit has been made by me/ us. In case of any false or misleading information provided by me/us and/or non-fulfillment of obligation of signing and registering the Agreement within the stipulated timelines, the Promoter shall be entitled to cancel the allotment of Unit and reject this Application Form and the Promoter shall be entitled to forfeit the application amount / Earnest Money deposited by me/us. I/We hereby confirm and agree that the Promoter shall be liable and responsible only for and in relation to the written communication through its authorized personnel and Promoter, its officials and authorized representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant(s) and any Real Estate Agent and/or any third parties and/or person and/or any agreement or understanding arrived at with the aforesaid persons. I/We hereby confirm that I/we are applying for allotment of the above Unit to augment my/our investments as an investor(s).

I/we have relied on my/our own judgment, due diligence and enquiry in deciding to apply for the allotment of the said Unit and have not relied upon and/or is not influenced merely by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by the Promoter or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Project and the Unit. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self-contained and complete in itself in all respects.

Date:

Place:

Yours faithfully,

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

**DETAILS OF APPLICANT****without boxes in capital letters :**

Sole/First Applicant	<input type="text"/>																				<div>(SPACE for Photo) PHOTOGRAPH</div>
	<input type="text"/>																				
Son of/Daughter of/Wife of	<input type="text"/>																				
	<input type="text"/>																				
Mailing Address	<input type="text"/>																				
	<input type="text"/>																				
DOB	<input type="text"/>	<input type="text"/>	<input type="text"/>	Anniversary	<input type="text"/>	<input type="text"/>	<input type="text"/>	Age	<input type="text"/>	<input type="text"/>											
Profession	<input type="text"/>										Designation	<input type="text"/>									
Office/Business Name	<input type="text"/>																				
Address	<input type="text"/>																				
	<input type="text"/>															Pincode	<input type="text"/>				
	<input type="text"/>																				
Telephone	<input type="text"/>			<input type="text"/>			Telephone Fax			<input type="text"/>			<input type="text"/>			<input type="text"/>					
Mobile	<input type="text"/>			<input type="text"/>																	
Email	<input type="text"/>																				
Aadhaar Card	<input type="text"/>																				
Residential Status (Tick one)	Resident	<input type="checkbox"/>	NRI	<input type="checkbox"/>	PIO	<input type="checkbox"/>	Passport No.	<input type="text"/>													
Income Tax Permanent Account No.	<input type="text"/>										Nationality	<input type="text"/>									

**DECLARATION:**

I/ We, the Applicant, hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/ We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of the Applicant

**DETAILS OF APPLICANT**1<sup>st</sup> Applicant  
Applicant2<sup>nd</sup> Applicant3<sup>rd</sup> Applicant4<sup>th</sup>



PHOTOGRAPH

### DETAILS OF APPLICANT

[illegible][illegible][illegible][illegible][illegible][illegible]

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[illegible][illegible][illegible][illegible][illegible]

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[illegible][illegible]

Resident

1

7

9

[illegible][illegible][illegible]

I/ We, the Applicant, hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/ We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Signature of the Applicant**

Fourth Applicant

Son of/Daughter of/Wife of

Mailing Address

PHOTOGRAPH

DOB

Anniversary

Age

Profession

Designation

Office/Business Name

Address

Pincode

Telephone Fax

Telephone

Mobile

Email

Aadhaar Card

Residential Status (Tick one)

Resident

NRI

PIO

Passport No.

Income Tax Permanent Account No.

Nationality

**DECLARATION:**

I/ We, the Applicant, hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/ We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Date:

Place:

Signature of the Applicant

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

In case the Applicant(s) are not natural persons, please provide the status of entity:

As applicable type

As per information available in system: Date of Incorporation/Registration/Formation \_\_\_\_\_

Particulars of Incorporation/Registration/Formation \_\_\_\_\_

GST No. \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Attach copy of PAN Card) \_\_\_\_\_

Registered Address/Principal Office Address: \_\_\_\_\_

\_\_\_\_\_ PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_

Mobile No. \_\_\_\_\_

**AUTHORISED SIGNATORY DETAILS**

Mr./Ms./M/s. \_\_\_\_\_

S/W/D of \_\_\_\_\_

Nationality: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Attach copy of PAN Card): \_\_\_\_\_

UID/Aadhaar No. (in case of Resident/Non-Resident): \_\_\_\_\_ (Attach copy of UID/Aadhaar Card) [for

additional information use separate sheet(s)]

**DECLARATION:**

I/We, the Applicant(s), hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Please affix  
Authorised Signatory  
photograph here  
and sign across it

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

**‘ANNEXURE – I’**

**TERMS AND CONDITIONS FOR BOOKING OF A RESIDENTIAL UNIT, IN THE PROJECT [GH PROJECT], A RESIDENTIAL GROUP HOUSING COLONY PROJECT SITUATED ON A LAND PARCEL ADMEASURING [●] ACRES (11827.08 SQ. MTRS) OUT OF 226.37 ACRES SITUATED AT VILLAGES SARSAWA, ARDAUNA MAU AND AHMA MAU, PARGANA - LUCKNOW, TEHSIL – SARAJINI NAGAR AND DISTRICT LUCKNOW, NAMED AS GOMTI NAGAR EXTENSION, SECTOR-7, AMAR SHAHEED PATH, LUCKNOW, UTTAR PRADESH, INDIA REGISTERED UNDER REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 AND UTTAR PRADESH REAL ESTATE (REGULATION AND DEVELOPMENT) RULES, 2016 VIDE REGISTRATION NO. [●] OF [●] BEARING [●] DATED [●].**

This Application is subject to the terms and conditions given hereunder and shall be binding on the Applicant in respect of the Unit. These terms and conditions are indicative key terms and conditions of the allotment and the Agreement for Sale to be executed between the Applicant(s) and the Promoter and the Landowners and are given with a view to broadly familiarize and acquaint the Applicant(s) with the provisions thereof. Detailed terms and conditions shall be comprehensively set out in the Agreement for Sale.

*Post allotment of the Unit by the Promoter to the Applicant(s), the Applicant(s) shall be referred to as the ‘Allottee’. Accordingly, wherever the context requires the term ‘Applicant(s)’ shall be read as ‘Allottee(s)’.*

**Definitions and Interpretation:**

In this Application, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be attributed to their ordinary meaning and/or as specified in the Agreement for Sale.

**“Applicant(s)”** shall mean the applicant, applying for booking and the allotment of Unit whose particulars are set out in this Application and who has/have appended their signatures, as acknowledgement of having agreed to the Terms and Conditions of this Application and the Agreement.

**“Application”** shall mean this application for booking and allotment of the Unit in the Project along with the Terms and Conditions and annexures and schedules contained herein.

**“Applicable Laws”** shall mean and include any applicable Central, State or local laws, statutes, ordinance, rules, regulations, codes, bye-laws etc. including amendments/modifications thereto, any orders, Government, notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgments, decrees or order of a judicial or quasi-judicial authority whether in effect on the date of this Agreement or thereafter.

**“Association of Allottees”** shall mean the association of the allottees in the Project which may be formed by the Promoter under the Applicable Laws.

**“Authority(ies)”/“Competent Authority”/“Government Authority”/“Statutory Authority”** shall mean and refer to any Central or State judicial, quasi-judicial or government authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and / or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Said Land and / or the Project and/or the Unit and the expression **“Authority(ies)” / “Government Authorities”/“Competent Authorities”/“Statutory Authorities”** shall be construed accordingly.

**“Building Plan”** means the Building Plan as detailed under Annexure VI granted by the Competent Authority for the Said Land for the development of the Project in accordance with the licenses granted by LDA.

**“Common Areas”** mean areas as defined under Section 2(n) of the Real Estate Act and Rule 2(1)(d) of UPRERA Rules.

**“Conveyance Deed”** shall mean the deed of conveyance by which the title to the Unit shall be lawfully conveyed and vested in favour of the Applicant in accordance with this Application, the Agreement, the UPRERA Rules and Applicable Laws which shall be executed and registered before the concerned Sub-Registrar;

**“Delayed Payment Charges”** means interest at the rate equivalent to State Bank of India’s highest marginal cost of lending rate plus 1% (one percent) or such other rate prescribed under the applicable law.

**“Earnest Money”** shall mean an amount equal to 10% of the Total Price of the Unit as mentioned in Annexure VI for due fulfillment of the terms and conditions of the Application/ Buyer’s Agreement.

**“EDC” / “External Development Charges”** means the external development charges including interest thereon levied or leviable on the Unit/ said Project (whatever name called or in whatever form) by the Government of Uttar Pradesh or any other Competent Authority and with all such conditions imposed (now or in future) to be paid by the Applicant and also includes any further interest payable thereon and any increase in such charges.

**“Force Majeure”** shall mean the events or circumstances or combination of events or circumstances set out below that affects construction of the Project thereby preventing performance by any Party in fulfilling their obligations under terms of this Agreement (**“Force Majeure Event”**):

- (i) All acts of God including earthquake, flood, landslide, storm, hurricane, cyclone;
- (ii) Acts of terrorism;
- (iii) Industry-wide strikes/ labour disruptions;
- (iv) War, hostilities (whether declared or not), invasion, rebellion, riots, conflict or military actions, ionising radiation, contamination by radioactivity from nuclear fuel, radioactive toxic explosion;
- (v) Compulsory acquisition or takeover by any government agency of the said Land or any part thereof for any reason whatsoever;
- (vi) Pandemics and epidemics, which adversely affects the development of the Project;
- (vii) National emergency proclaimed by the President of India;
- (viii) Delays due to any action or inaction of Governmental Authority;
- (ix) Any notice, order, rule, notification of any government, including a lockdown order, or other public, judicial, or competent authority or court or change in law; and/or
- (x) Any other condition(s), event(s) and/or acts reasonably beyond the control of the Party claiming the Force Majeure.
- (xi) Any stoppage in construction related activities due to any government order/ directive

**“Government Charges”** means the charges or taxes which are levied by any Government Authority.

**“IFMS”** means the interest free maintenance security deposit to be paid by the Applicant as part of the Total Price to the Promoter which shall be transferred to the Maintenance Agency / Association of Allottees as security for payment of periodical Maintenance Charges and to be utilized by the Promoter/ Maintenance Agency / RWA / Association of Allottees, as the case may be, for payment of arrears of Maintenance Charges etc.

**“IAC”** means the infrastructure augmentation charges levied / leviable (by whatever name called, now or in future) by the competent authorities for recovery of cost of augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges and any further increase in such charges.

**“Maintenance Agency”** shall mean either the Promoter itself/ Association of Allottees or any third party employed/ hired/ engaged/ nominated by the Promoter/ Association of Allottees for the purposes of carrying out the maintenance and upkeep of the Common Areas in/ of the said Project.

**“Maintenance Agreement”** shall mean the maintenance agreement to be executed by the Applicant with Maintenance Agency and/or the Association of Allottees upon offer of possession of the Unit by the Promoter to the Applicant, in the format prescribed by the Maintenance Agency, which shall be applicable to and binding for all the unit owners/ and occupants of the Project, as the case may be. The Maintenance Agreement shall be executed for the purposes of upkeep and regular maintenance of the common areas of Project but shall not include the areas within the Unit.

**“Maintenance Charges”** shall mean the charges payable periodically by the Applicant(s) for the maintenance and upkeep of the common areas and facilities in respect of the Project more particularly to be detailed in the Agreement and more particularly in the Maintenance Agreement to be executed by the Applicant and the Promoter/ Maintenance Agency/RWA/ Association of Allottees, as the case may be.

**“Payment Plan” / “Schedule of Payments”** means ‘Annexure-III’ to this Application providing details and price of the Unit.

**“Project”** means “[GH PROJECT]” being developed on the Said Land with the RERA Registration Certificate for which the Promoter had invited/is inviting applications for allotment.

**“RERA Act”** shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 as amended from time to time.

**“State Infrastructure Development Charges (SIDC)” / “IDC”** shall mean the infrastructure development charges, including any interest thereon imposed by the Government of Uttar Pradesh on the Project, now or in future, by whatever name called, to be paid by the Applicant and also includes any interest thereon and any further increase in such charges,

**“Taxes and Cesses”** shall mean any and all taxes payable by the Promoter by way of goods and service tax (GST), works contract tax, or any other taxes, charges, levies by whatever name called paid or payable to the Government and to be collected from the Allottee, wherever applicable at the rates prevailing at the time of respective payments in connection with the development of the Project and the Unit, now or in future.

**“Third Party” or “Third Parties”** shall mean any Person other than a Party.

**“Total Price”** shall be the price of the Unit more particularly detailed in ‘Annexure – II’ of this Application.

**“Unit”** means the specific Unit, which forms part of the Project, applied for by the Applicant, details of which have been set out in this Application.

**“UPRERA”** shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016 having jurisdiction over the Project.

**“UPRERA Rules”** shall mean the Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 and regulations framed thereunder, as amended from time to time.

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

## TERMS & CONDITIONS

- 1 Terms and Conditions given below are only indicative to enable the Applicant(s) to acquaint himself / herself / itself / themselves with the terms and conditions as will be comprehensively set out in the Agreement which, upon execution, shall be in addition to the terms and conditions set out herein below and in case of any inconsistency or conflict, the terms and conditions of the Agreement shall prevail.
- 2 The Applicant(s) has / have applied for the allotment of the Unit in the Project with full knowledge and understanding of all the Applicable Laws including but not limited to the provisions of RERA Act, UPRERA Rules and the Regulations made thereunder for the State of Uttar Pradesh, and other Applicable Laws /notifications and rules applicable to the location and area in general and this Project in particular, which have been understood by the Applicant. The Applicant acknowledges that the Applicant has seen the relevant documents/papers/ approvals pertaining to the Project and is fully satisfied about the right and interest of the Landowners of the Said Land and that of the Promoter to develop the Project and has understood all limitations and obligations in respect thereof. The Applicant(s) agrees that there will not be any objections by the Applicant(s) with respect to title/interest of the said Landowners and/or the right or interest of the Promoter in respect of Said Land for the purposes of development of the Project. The Applicant(s) further agrees to comply with any rules, policies, regulations and guidelines made with respect to the Unit by the Promoter / the Maintenance Agency / the competent authority(ies) / registered Association of allottees / RWA. If this Application is accepted by the Promoter, the allotment of the Unit in pursuance thereof shall be subject to the Terms & Conditions stated herein and subject to further terms and conditions as may be stipulated in the Allotment Letter and the Agreement.
- 3 The Promoter has entered into collaboration agreements with the Landowners for the development of the Licensed Land (the “**Definitive Agreements**”).
- 4 Thereafter, in pursuance of the Definitive Agreements executed between the Promoter and the Landowners, the Promoter was granted Licenses by the Lucknow Development Authority (“**LDA**”) for setting up the residential group housing colony which in the Licensed Land which *inter-alia* comprises of residential group housing colony, open areas, landscaped gardens, etc. The Promoter is constructing and promoting a residential group housing colony under the name and style of “**[GH PROJECT]**” (hereinafter referred to as “**Project**”) on the Said Land registered under Real Estate (Regulation and Development) Act, 2016 and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 for which RERA Registration Certificate has been granted and is subject to the set of terms and conditions as set out in this Application Form and the Agreement and the Schedules and annexures attached thereto; the provisions of the Real Estate Act and the UPRERA Rules. The Promoter may extend the Said Land by adding, revising, altering to the extent as permissible under the Applicable Laws by procuring additional license, if directed by LDA / competent authorities and/or as may otherwise be in the interest of the Project and further developments by the Promoter to which the Applicant(s) agree(s), confirm(s) and gives his / her / its / their consent not to object in future.
- 5 The Promoter shall carry out the internal development within the Project, which *inter alia*, includes laying of roads, water lines, sewer lines, STP, WTP, storm water lines, electrical lines, electrical transformer and panel room, low voltage lines etc. as per the overall planning in line with the sanctions and approvals so received. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, covering of drain/ nallah, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Applicant hereby confirms and acknowledges that the Promoter is not liable for development / construction / repairs / maintenance of such sector road and/or the service road which are to be constructed and maintained by the concerned competent authorities apart from those which forms part of license/Project. The Promoter is dependent on the Competent Authorities for providing such external linkage and the Promoter shall not be responsible for any unfinished works, save and except towards payment of EDC/ SIDC/ IAC, as the case may be, as applicable. In the event the Competent Authorities are not able to provide such external linkage, the Applicant agrees and undertakes not to hold the Promoter responsible for the same.
- 6 The Applicant(s) has/have made this Application for the booking and the allotment of the Unit in the Project with full knowledge of and subject to all the Applicable Laws as may be applicable to the location and the area in general and this Project in particular, which have been understood by the Applicant(s). The Applicant(s) further acknowledge that the Applicant(s) has / have seen and inspected the details of registration of the Project under the provisions of Real Estate Act and UPRERA Rules and other documents/declarations filed including license, layout, architectural control sheet, environmental clearance, revised zoning plan etc., more particularly set out in Annexure V and is satisfied with the same.
- 7 The Applicant(s) has/have gone through all the terms and conditions of the draft Agreement which has been made available to him/ her/ them for his/ her/ their perusal and understanding at the time of the Application and the Applicant has/ have understood the mutual rights and obligations detailed therein.

## APPLICANT'S DECLARATION

- 8 The scope of the Agreement shall be limited to the conditions for allotment/ sale of the Unit in the Project being developed as per currently approved sanction, layout plans and for the consideration agreed herein only. All the amounts, including GST/taxes, if any, as set out in this Application Form shall be payable by the Applicant in accordance with the Payment Plan and shall be solely in lieu of the consideration for the sale/ conveyance of the Unit so allotted.
- 9 The Applicant(s) acknowledges and accepts that the terms and conditions of this Application and those of the Agreement have been carefully read over and explained to the Applicant with their full legal import and effect and the Applicant has/ have obtained independent advice on

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>



all the aspects and features before deciding to proceed further with the Application.

- 10 The Promoter has displayed at the Project site, the sanctioned plans, layout plans, along with specifications of the Project and the Applicant(s) has seen, understood and accepted the approved plans, specifications, amenities and facilities to be provided in the flat/Unit and the time schedule of completion of the Project displayed at the site.
- 11 The Applicant(s) confirms that the Applicant(s) has/ have relied on its own independent judgment, investigation, physical inspection of the Project site and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has/ have not based its/their decision upon and/or has/ have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. The Applicant confirms that it has/ have obtained appropriate professional advice before proceeding further with this Application. The Applicant has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to make this Application for the purchase of the Unit. The Applicant further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project.
- 12 The Applicant(s) understands and agrees that the Promoter for better habitation may make any changes in the approved site plan, sanctioned / building plans and specifications, and the nature of fixtures, fittings and amenities of the Project as per the provisions of the Real Estate and the UPRERA Rules framed thereunder by the concerned State Government. The Promoter is entitled to make such minor additions or alterations as may be required or such minor changes or alterations as may be necessary due to the architectural and structural reasons duly recommended and verified by the authorized Architect or Engineer after proper declaration and intimation to him/her/them.
- 13 The Applicant(s) has represented and warranted to the Promoter that he / she / it has/they have the legal and valid power and authority to apply for the allotment and make this Application and there is no legal restraint / impediment in this regard and further the Applicant and/or his spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any competent authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter and/or other associates of the Promoter for the development under the brand 'EMAAR' and/ or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoter, any of its affiliates or associates. The Applicant hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Application and the consequent allotment and the Agreement and the Applicant shall be liable to all the consequential action thereunder.
- 14 In respect of all remittances, acquisition / transfer of the Unit it shall be the sole responsibility of non-resident / foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Laws and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill its obligations under the Application / Agreement. Any refund or transfer of security, as the case may be, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. In the event of any failure on behalf of the Applicant to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, the Applicant shall be solely liable for any action that may be taken by the concerned statutory authorities/ competent authorities in this regard. The Promoter shall, under no situation whatsoever, be liable and held responsible for and accepts no responsibility in this regard and the Applicant shall, at all points in time, keep the Promoter fully indemnified and harmless in this regard.

#### PAYMENT

- 15 Upon the allotment of the Unit, the Applicant shall pay the Total Price of the Unit, including GST/taxes as applicable, in terms of the Payment Plan annexed hereto in a timely manner and without any delay, demur or default. The Applicant confirms and represents that neither the Landowners nor the Promoter has indicated/promised / represented /given any impression of any kind (in an explicit or implicit manner) whatsoever that the Applicant shall have any right, interest or title of any kind whatsoever, in the Said Land (other than the Unit), common areas, amenities and facilities and open spaces. The Applicant shall be entitled only to the ownership of the Unit in the Project as per the terms set-out in the Buyer's Agreement /Agreement for Sale and upon payment of Total Price, all dues including payment of requisite stamp duty, registration charges, administration charges and GST/taxes, as applicable, by the Applicant and also subject to the Applicant having complied with all the obligations set out in the Agreement for Sale and all formalities and execution of all requisite documentation as prescribed by the Promoter, for conveying the title of the Unit to the Applicant. The Applicant also understands that the common areas and facilities are common for the Project and same shall be used harmoniously by the Applicant along with other occupants of the Project without causing any hindrance or obstruction.
- 16 The Applicant(s) shall be entitled to ownership of an undivided proportionate share of the Common Areas as defined under Section 2(n) of the Real Estate Act and Rule 2(1)(d) of the UPRERA Rules. It is further clarified that the general common areas like lawns, greens, roads, entrance, etc., facilities/amenities, etc. of the Project are common and for the benefit of all allottees of the entire Project including the allottees of the Project. All rights and interest to develop the Said Land / Licensed Land shall vest solely with the Promoter and the Promoter shall have the sole and absolute authority to deal in any manner with such Said Land / Licensed Land, facilities and amenities. The Promoter, relying on this specific undertaking of the Applicant in this Application Form, may finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant, his/her legal representatives, successors, administrators, executors, assigns, etc.
- 17 In accordance with the development plan of the Project, the Promoter shall develop a community building ("Club") in the Project. The Membership for the usage of the said Club is included in the Total Price as per **Annexure III**. Further, the Applicant shall be liable to pay its usage charges as and when demanded by the Promoter / Maintenance Agency.
- 18 The Applicant(s) has applied for allotment of the Unit and is fully aware of all the limitations and obligations of the Promoter in relation to and in connection with the Project and has also satisfied himself / herself / itself about the rights, title, interest of the Landowners and that of the Promoter in the Project and has understood all limitations and obligations in respect thereof.
- 19 The Applicant(s) has clearly understood all limitations, restrictions, requirements and obligations of the Promoter and that of the Applicant

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

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pursuant to the allotment of a Unit. The Applicant has seen, duly reviewed, and accepted relevant documents including but not limited to the plans which are tentative, and the Applicant is making this Application with the full knowledge about the proposed dimension, topography and location of the Unit and other terms and conditions. However, the same are tentative and may be changed, altered, amended, modified, revised, added, deleted, substituted or recast as the Promoter may deem fit and necessary or as directed by the competent authority and/or architect at any time even after layout plans for the Project are sanctioned which shall be in accordance with the UPRERA Rules and other Applicable Laws. The Applicant has, in token of his acceptance of various plans of the Project, signed and executed the annexures attached and which forms part and parcel of this Application and shall also form a part of the Agreement. The Applicant shall not raise any dispute / claim against the Promoter in this regard. The extent of the Project may be modified by way of addition / deletion of land parcels and merging with the Project in future to the extent as may be acquired / required / desired pursuant / consequent to any directions / approvals by the competent authority and/or as may be permissible under the RERA Act and UPRERA Rules. The Promoter shall have the right to effect suitable necessary alterations / additions in the Building plan of the Project in accordance with and including but not limited to the UPRERA Rules, and all other Applicable Laws, as the case may be. These alterations / additions may involve all or any of the changes such as change in the position of Unit, change in the Unit number /or change in its dimensions or change in its area and to implement any or all of the above changes and appropriate document(s), if necessary, shall be duly executed. The Promoter shall confirm the final carpet area of the Unit after the construction of the Building is complete and the occupation certificate is granted by the concerned authority. However, GST amount recovered earlier from the Applicant shall not be refunded. The Total Price payable for the Unit shall be recalculated and the Applicant hereby agrees and undertake that in the event of increase in the carpet area of the Unit, which is not more than three percent of the carpet area of the Unit allotted to Applicant, the Promoter may demand that from the Applicant as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter/square foot as stated in Annexure – II hereof. In case of reduction in the area of the Unit, the excess amount paid by the Applicant in respect of the Unit shall be adjustable in the last installment payable by the Applicant or refunded by the Promoter to the Applicant, within 45 (Forty-Five) days with annual interest at the rate prescribed in the UPRERA Rules, from the date when such an excess amount was paid by the Applicant(s). However, GST amount recovered earlier from the Applicant shall not be refunded.

#### **CANCELLATION**

- 20 In case the Applicant(s) proposes to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money paid for the allotment (i.e. earnest money being 10% of the Total Price) and the Delayed Payment Charges, if any (payable by the customer for breach of the Agreement and non-payment of any due payable to the Promoter) as may be permitted to be deducted/ forfeited under law. 50% of money paid by the Applicant over and above the earnest money, i.e. 10% of the Total Sale Price, if any, shall be returned by the Promoter to the Applicant, within 45 (forty five) days of such cancellation/ withdrawal, and the remaining 50% of the money paid by the Applicant shall be returned by the Promoter on re-allotment of the Unit or at the end of 1 (one) year from the date of cancellation/withdrawal by the Applicant, whichever is earlier. Upon such cancellation/ withdrawal, the Applicant(s) shall be left with no right, lien or interest whatsoever over and in the Unit in any manner whatsoever. However, GST amount recovered earlier from the Applicant shall not be refunded.

#### **POSSESSION**

- 21 Subject to Force Majeure, Court Orders, Government policy / guidelines, decisions affecting the regular development of the Project and fulfillment of all the terms and conditions under this Application and the Agreement, by the Applicant, including but not limited to timely payment of the Total Price payable alongwith applicable GST/taxes in accordance with Payment Plan, along with stamp duty, registration charges and administrative charges in connection thereto due and payable by the Applicant and also subject to the Applicant having complied with all formalities or documentation as prescribed by the Promoter, the Promoter proposes to complete the development of the Project and offer the possession of the Unit to the Applicant on or before 30th November, 2030, as mentioned in Annexure – VI, or as may be further revised / extended by the competent authority/UPRERA. It is clarified that the Promoter shall be entitled to the extension of time beyond the Committed Period for delivery of the possession of the Unit to the Applicant on account of reasons mentioned in this clause.
- 22 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the timelines set out in the Agreement, or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Rera Act; or for any other reason; the Promoter shall be liable, on demand of the Applicant, in case the non-defaulting Applicant wishes to withdraw from the Project, to return the total amount received in respect of the Unit along with Delayed Payment Charges in the manner as provided under the UPRERA Rules within 45 (Forty-Five) days of it becoming due. However, GST amount recovered earlier from the Applicant shall not be refunded. Provided that where if the Applicant does not intend to withdraw from the Project, the Promoter shall pay the non-defaulting Applicant Delayed Compensation for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Applicant within 45 (Forty-Five) days of it becoming due.
- 23 The Applicant(s) further agrees and understands that in case the Promoter is able to get additional FAR/ density, the Promoter shall have the sole right to utilize the additional FAR/ density in the manner it may deem fit including but not limited to making additions to the said Building or making additional buildings in and around the land of the Project and the Promoter shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Applicant acknowledges that the Applicant has not made any payment towards the additional FAR/ density and shall have no right to object to any of such construction activities carried on the Building/ Project.
- 24 The Applicant(s) agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement and a separate maintenance agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter/ Maintenance Agency/ registered Association of Allottees/RWA for the maintenance and upkeep of the Project as and when required along with declarations and undertakings contained therein. The Applicant accepts that the execution of the said documents and receipt of entire Total Price shall be a condition precedent to the execution of the Conveyance Deed for the Unit.
- 25 The Applicant(s) shall make the payment of Total Price as applicable with respect to the Unit as mentioned in the 'Annexure- III' of this Application Form as per the opted Payment Plan. The Applicant(s) shall further be liable to pay any enhancements in any tax/charges including any fresh incidence of tax as may be levied by the government or any statutory authority/ competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter on the Unit.

- 26 The Applicant shall further be liable to pay any enhancements in any tax/charges including any fresh incidence of tax as may be levied by the government or any statutory authority/ competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter on the Unit. In arriving at the Total Price, GST shall be leviable at the rate as applicable on the date of execution of this Application Form. However, the Applicant shall further be liable to pay any enhancement in GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project.
- 27 The Applicant(s) shall pay, as and when demanded by the Promoter, the pro-rata share of the Goods & Services Tax (GST) applicable and/ or any other statutory taxes, duties, charges, cess(es), levies, and the like as applicable or as may be applicable to the Project or payments to be made by the Applicant to the Promoter. The Applicant(s) shall be liable to pay any change/ modification/ fresh incidence in Taxes as may be levied by the Government or any statutory / competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Unit). The Applicant(s) confirms that he/ she shall not claim any GST credit and/or claim any reduction in price of the Unit on account of payment of GST, as applicable, on the Project.
- 28 Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc., after the expiry of the Completion Date of the Project as stated in the UPRERA registration with the UPRERA Authority, as mentioned in Annexure – VI, which shall include the extension of the registration, if any, granted to the Project by the UPRERA Authority, as per the RERA Act, the same shall not be charged from the Applicant unless otherwise permitted by applicable laws. Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Applicant to the Promoter for the sale of Units to the Applicant(s), shall be payable by the Applicant(s) as applicable from time to time as per the applicable rates.
- 29 The Applicant(s) is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June 2013) to deduct tax at source (TDS) at the prescribed rate from each instalment/ payment. The Applicant(s) shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (Seven) days from the date of remittance of payment to the Promoter so that the appropriate credit may be allowed to the account of the Applicant.
- 30 The Promoter has made clear to the Applicant(s) that the Promoter and/or its nominees/ assigns/ purchasers shall be carrying out extensive development / construction activities in the future in the entire area falling within/ outside the Project in which the Unit is located and that the Applicant shall not have a right to raise any objections or make any claims or default in any payments as demanded by the Promoter on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such development/ construction activities or incidental / related activities. The Promoter shall have the discretion and absolute authority to deal in any manner with all land(s), facilities and amenities as mentioned above including but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi- government, any other authority, body, any person, institution, trust and / or any local body(ies), which however shall only be as per the provisions of UPRERA Rules and in accordance with other applicable laws, which the Promoter may deem fit.
- 31 The Total Price above includes Taxes and Cess(es) (consisting of Tax and Cess(es) including but not limited to Goods and Services Tax paid or payable by the Promoter, in connection with the development of the Project payable by the Promoter up to the date of handing over the possession of the Unit, as the case may be, after obtaining the sanctions/approvals from the competent authority in respect of the Project. Provided however that in case there is any change/modification in the applicable taxes, the subsequent amount payable by the Applicant to the Promoter shall be increased/reduced based on such change/modification.
- 32 Provided further that if there is any increase in the GST/taxes after the expiry of the Completion Date of the Project, as mentioned in Annexure – VI, as per registration with the UPRERA Authority, which shall include the extension of registration, if any, granted to the Project by the concerned authority, the same shall not be charged from the Applicant(s).
- 33 The Applicant(s) shall pay, as and when demanded by the Promoter, the stamp duty, registration charges, administrative charges and all other incidental and legal expenses for execution and registration of the Agreement and conveyance/sale deed of the Unit in favour of the Applicant which shall be executed and got registered upon receipt of the Total Price, Taxes & Cess(es) and/ or other specified charges alongwith applicable GST/taxes in terms of the Agreement as may be payable by the Applicant as per the Schedule of Payments.
- 34 The Applicant(s) agrees and understands that in the event any property tax or the like is assessed separately in respect of the Unit, the same shall be payable by the Applicant(s), to the concerned authority.
- 35 It is agreed that Goods and Services Tax is applicable on Delayed Payment Charges. Pursuant to foregoing, Delayed Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Applicant shall make such payments to the Promoter in terms of this Application and the Agreement. GST shall be leviable at the rate as applicable on the date of execution of this Application Form. However, the Applicant shall further be liable to pay any enhancement in GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project.
- 36 The Total Price shall be escalation free, save and except increases which the Applicant(s) hereby agrees and undertakes to pay, on account of any revision in the EDC, IAC, SIDC or any other statutory or other charges, Taxes and Cess(es), fees, which may be levied or imposed by the concerned authority(ies). The Promoter undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/charges imposed by the concerned authorities, the Promoter shall enclose the said applicable laws to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments and if there are no subsequent payments left to be made, the Applicant shall be entitled to pay the same to the Promoter on forthwith basis on demand made by the Promoter in said connection upon the Applicant.

#### MAINTENANCE

- 37 The Applicant(s) has paid to the Promoter, non-refundable IFMS as part of Total Price, to be used for (i) unpaid Maintenance Charges payable by the Applicant(s), if any, after the expiry of the 12 (Twelve) months' period from the Maintenance Charges Commencement

Date, (ii) major maintenance issues like capital expenditure on the assets of Project, (iii) capital expenditure incurred to fulfill the directions of any competent authority after the receipt of Occupation Certificate for the building in which the Unit is situated.

- 38 As regards payment of Maintenance Charges, the same have already been included in the Total Price, the Promoter / Maintenance Agency / Association of Allottees shall thus be entitled to adjust the Maintenance Charges from the Total Price from the Maintenance Charges Commencement Date, as described in Annexure – VI. GST on Maintenance Charges shall be leviable at the rate as applicable on the date of execution of this Application Form. However, the Applicant shall further be liable to pay any enhancement in GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project. The Applicant shall enter into a separate Maintenance Agreement with the Promoter or the Maintenance Agency nominated by the Promoter on the terms and conditions as may be provided at the time of the intimation for the execution of the conveyance deed/ sale deed or any time prior to such intimation.
- 39 The abovesaid Maintenance Charges shall be paid by the Applicant directly to the maintenance agency appointed by the Promoter, details whereof, shall be provided by the Promoter at the time of Intimation for Offer of Possession.
- 40 In case, the Applicant(s) / Association fail(s) to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter shall have the right to recover / charge the Maintenance Charges from the Applicant(s) beyond its scope. Therefore, in such an event, the Applicant(s) shall thereafter be under an obligation to pay Maintenance Charges from the expiry of the abovesaid 12 (Twelve) months from the Maintenance Charges Commencement Date. The Maintenance Charges shall then be recovered on such estimated basis, from all Applicant/s chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis or any other basis, as may be decided by the Promoter/Maintenance Agency and reconciled against the actual expenses with a markup including but not limited to management fee of Maintenance Agency on the Maintenance Charges, as may be decided by the Maintenance Agency from time to time, as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year.
- 41 The Applicant(s) hereby agrees that due performance of all the obligations under this Application including the timely payment of the Total Price and other applicable dues/ charges/ payment/GST/taxes and adherence to the opted Payment Plan shall be the essence of this Application.
- 42 In case the Promoter enriches/ enhances the specifications of the Unit/ Project on the express instructions and advise of the Applicant, duly accepted by the Promoter, and/or provides additional amenities and facilities over the norms specified by the competent authority in this regard, then the Promoter shall be entitled to raise the demand of such additional sums for such additional service(s)/ specification(s) to the Applicant as additional costs and charges and the Applicant agrees to pay the same to the Promoter, without any delay, demur and protest.
- 43 The Applicant(s) is aware that the Promoter or its agents may at their discretion without being under any obligation and subject to such government approvals as may be necessary, enter into any arrangement for procuring and supplying water to the said Project. The Applicant agrees to pay on pro-rata basis, the cost of the water supply equipment installed for procuring and supplying water to the Project, by whatever name called either directly to the concerned authorities, or if paid by the Promoter, reimburse the same to the Promoter on a demand on a forthwith basis and as per the demand so raised by the same.
- 44 The Applicant(s) shall become a member of any association/society in respect of the Project that may be/has been formed by the Promoter on behalf of all unit buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.

#### INDEMNIFICATION

- 45 The Applicant further undertakes to indemnify the Promoter (including its employees, directors, agents etc.) against all claims, costs, expenses, actions, demands, litigation, penalty that may arise on account of default on the part of Applicant for not executing the Conveyance Deed. In the event, the delay in execution of Conveyance Deed or completion of formalities for taking possession of the flat/unit is on the part of the Applicant, then the Promoter shall not be liable for any consequences thereof.
- 46 The Applicant(s) agrees that if it is in default of any of the payments as mentioned hereinabove, then the Promoter shall have the right to withhold the possession of the Unit and the registration of the Conveyance Deed in the Applicant's favor till full and final settlement of all dues to the Promoter including the Delayed Payment Charges is made by the Applicant. The Applicant undertakes to execute the Conveyance Deed within the time stipulated by the Promoter in its written notice, failing which and subject to event of default provisions under the Agreement for Sale, the Applicant authorizes the Promoter to cancel the allotment and terminate the Buyer's Agreement /Agreement for Sale and to forfeit, out of the amounts paid by the Applicant, the Earnest Money along with Delayed Payment Charges, if any, and to refund the balance amount, if any, in the manner prescribed in the Agreement for Sale.
- 47 The Applicant(s) understands that the permitted use of the Unit is for residential purposes only and the Applicant(s) hereby agree(s) to indemnify the Promoter against any penal action, damages or loss due to misuse of the said Unit for which the Allottee(s) shall be solely responsible. If the Applicant(s) uses or permits the use of the said Unit for any purpose other than as provided for in this Application Form, then the Promoter may send a notice to the Applicant(s) to rectify/ cure the defect within a period of thirty (30) days. In case the Applicant(s) does / do not cure/rectify the defect, the Applicant(s) shall be required to pay penalty/ damages as applicable, to the Promoter till the default is not cured/ rectified.

#### GENERAL TERMS AND CONDITIONS

- 48 Time is of the essence with respect to the Applicant's obligations to pay the Total Price as provided in the Payment Plan along with other payments such as applicable enhancement in the GST/taxes, stamp duty and registration fee that will be more specifically stipulated in the Agreement for Sale, to be paid on or before due date or as and when demanded by the Promoter, as the case may be, and also to perform or observe all the other obligations of the Applicant under the Agreement, failure of which shall attract Delayed Payment Charges. However, the Promoter may, in its sole discretion, waive its right to terminate the allotment/ Buyer's Agreement /Agreement for Sale and enforce all the payments and seek specific performance of the Agreement for Sale.
- 49 The Promoter, upon obtaining the occupation certificate in respect of the Building in which the Unit is situated in the Project, shall offer in writing the possession of the Unit ("**Notice for Intimation of Possession**") to the Applicant as per terms of the Agreement, *inter alia* subject to (i) payment of the Total Price by the Applicant; (ii) Delayed Payment Charges (if applicable thereon); (iii) payment of the entire stamp duty, registration charges and applicable taxes; (iv) execution of necessary indemnities, undertakings, Maintenance Agreement and other documentation as the Promoter may prescribe; (v) NOC (No Objection Certificate) or letter from Bank/Financial Institution to allow



- possession / registration of the property in the name of Allottee(s) / nominee, and (vi) the Applicant(s) shall not be in breach of the terms hereof.
- 50 The Promoter agrees and undertakes to indemnify the Applicant in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Applicant, after taking possession, agree(s) to pay the Maintenance Charges and Holding Charges as determined by the Promoter/Association of Allottees/competent authority, as the case may be.
- 51 The Promoter, shall handover the possession of the Unit, to the Applicant subject however to fulfillment by the Applicant of following conditions precedent ("**Conditions Precedent**"):
- The Applicant shall have paid the Total Price and Delayed Payment Charges, if any;
  - The Applicant shall be deemed to have taken possession on the due date mentioned in the letter offering possession. The Applicant shall be liable to pay enhancement in the statutory dues and taxes, as applicable, from the said due date to the Promoter /competent authorities as the case may be.
  - The Promoter shall be deemed to have handed over the flat/unit to the Applicant on the date of possession offered in the letter. In case of delay in taking over the possession by Applicant(s), the Promoter shall hand over the flat/unit on 'as is where is' basis, on the date on which the Applicant takes actual possession and Promoter shall not be liable to cover up normal wear and tear due to passage of time/delay on part of Applicant. The Applicant(s) further agrees not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.
  - The Applicant shall have paid the enhancement in all the Taxes and Cesses, costs, charges, stamp duty required towards execution of the Conveyance Deed and the Agreement and all other costs and charges required to be paid by the Applicant in accordance with the terms of this Application Form and there shall be no amounts outstanding in respect thereof;
  - The Applicant shall not be in breach of the terms hereof.
  - Possession of the Unit shall be simultaneous to the execution of Conveyance Deed.
  - The Promoter shall have the first lien and charge on the Unit for all its dues that may/ become due and payable by the Applicant(s) to the Promoter.
- 52 After the receipt of all installments and other dues, if any, "**No Dues Certificate**" will be issued by the Promoter to the Applicant. After the issuance of No Dues certificate, the Applicant shall be required to get the Conveyance Deed executed.
- 53 In the event the Applicant fails to take the possession of the Unit upon being intimated about the same by the Promoter and/or fails to execute requisite indemnities, undertakings and such other documentation as per the Agreement, the Promoter shall have the option to cancel Applicant's allotment and invoke the remedies as stipulated in the Agreement or the Promoter may, without prejudice to its rights under the Agreement and at its sole discretion, decide to condone the delay by the Applicant in taking over the flat/unit in the manner as stated in the Agreement.
- 54 That the Applicant(s) in such an event shall pay to the Promoter charges at the prescribed and applicable rates for the period beyond 12 (Twelve) months till actual date of possession in addition to Maintenance Charges and also to withhold conveyance or handing over the possession of the flat/unit till the holding charges of Rs. 2/- (Rupees Two Only) per sq. ft. of the Carpet Area of the Unit from the expiry of 3 (Three) months of issuance of Notice for Intimation of Possession till actual date of possession , and other outstanding dues and charges with applicable overdue interest, if any, are fully paid. It is made clear to, and further agreed by the Applicant that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to Maintenance Charges or any other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant.
- 55 The Applicant hereby authorizes and permits the Promoter to raise finance/loan from any financial institution/bank by way of mortgage/charge/ securitization of the receivables, if any, accruing or likely to accrue therefrom, subject to the Unit being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant. Such mortgage or charge shall not affect the right and interest of the Applicant.
- 56 The Applicant(s) may obtain finance from any financial institution/bank or any other source but the Applicant's obligation to fulfill the terms set out in the Buyer's Agreement /Agreement for Sale shall not be contingent on the Applicant's ability or competency to obtain such finance.
- 57 The Applicant(s) has specifically acknowledged to the Promoter that the allotment of the Unit shall be subject to the strict compliance of bye-laws, rules, Guidelines, etc. that may be framed by the Promoter for occupation and use of the Unit and such other conditions as per the applicable laws and terms of the license issued by competent authority.
- 58 The Applicant(s) shall not transfer, assign or create any further right with respect to his/her/their/it's right, title, or interest, in allotment of the said Unit or any portion thereof until 20% of the Total Price along with all the dues or charges payable to the Promoter are duly paid and the Agreement for Sale has been executed and registered between the Promoter and the Applicant. The Applicant is, however entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Promoter who may at its discretion permit the same on such terms and conditions and charges as it may deem fit. The Applicant shall pay to the Promoter administrative charges as applicable from time to time in respect of such substitutions or nominations. Further, the Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Applicant in violation of the Agreement shall be a default on the part of Applicant entitling the Promoter to cancel the Buyer's Agreement /Agreement for Sale and to avail of remedies as set forth in the Agreement.
- 59 If the Applicant(s) fails to execute and deliver to the Promoter the Agreement within the 30 (thirty) days from the receipt of the Agreement and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a written notice to the Applicant for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Applicant, this Application and the allotment of the Unit in favor of the Applicant shall be treated as cancelled and the Promoter shall be entitled to forfeit the Earnest Money and Delayed Payments Charges.
- 60 The Promoter shall adjust any payment received from the Applicant first towards statutory levies and then towards interest on overdue instalments, thereafter towards overdue instalments or any other outstanding demand and finally the balance, if any, towards the current payable instalment or current dues.
- 61 The allotment of the Unit shall be subject to strict compliance of community rules and regulations that may be made by the Promoter for occupation and use of the Unit more specifically set out in the Agreement/Conveyance Deed.

- 62 An Application not containing PAN details of the Applicant and other required details is liable to be summarily rejected. The Application should be signed by the Applicant, or by the Applicant's registered Power of Attorney holder. Similarly, in the case of a Company/ LLP/ Partnership/ Society/ Trust applying for a Unit, the Application should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution/ Authorization.
- 63 The Promoter has the right to conduct Know Your Customer (KYC) Verification of the Applicant by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant to provide the updated information, if any, from time to time. The Applicant agrees and acknowledges and hereby consents that the Promoter shall be entitled to use, process, disclose and hold any and all information provided by the Applicant to the Promoter, including any personal or sensitive information, in accordance with applicable laws and regulations, including disclosure of such information as may be required for the purposes hereof.
- 64 In case of joint applicants, all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant.
- 65 All the rights and obligations of the Parties under or arising out of this Application shall be construed and enforced in accordance with the RERA Act including other Applicable Laws of India for the time being in force. All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Application, the Allotment Letter and the Agreement, 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 within 30 (thirty) days, failing which Parties have the right to approach Uttar Pradesh Real Estate Regulatory Authority, Lucknow to resolve the same.
- 66 The Applicant(s) shall inform the Promoter in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Promoter shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant.
- 67 The Terms and Conditions mentioned in the Buyer's Agreement /Agreement for Sale shall be in addition to the Terms and Conditions mentioned herein. However, in case of any contradiction between the Terms and Conditions mentioned herein and terms and conditions specified in the Agreement, the terms and conditions specified in the Agreement for Sale, shall supersede the Terms and Conditions as set out herein.

I/ We have fully read and understood the above-mentioned terms and conditions and agree, confirm and declare to fully abide by the same. I/We understand that the above-mentioned terms and conditions are binding in nature and are also indicative of the terms and conditions of the Agreement which shall be comprehensively elucidated and delineated in the Agreement. I/We, the Applicant do hereby declare that my/ our Application is irrevocable.

I/ We hereby confirm and agree that the Promoter shall be liable and responsible only for and in relation to the written communication through its authorized personnel and the Promoter, its officials and authorized representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant and any real estate agent and/or Person and/or any agreement or understanding arrived at with the aforesaid persons.

I/ We am/ are fully conscious that it is not obligatory on the part of the Promoter to send any reminder / notice in respect of my / our obligations as set out in this Application and as may be mentioned in the Agreement and I/we shall be fully liable for any consequences in respect of any default in not abiding / adhering by the terms and conditions contained herein and/or as may be contained in the Agreement. The Promoter has readily provided all explanations and clarifications to me/ us as sought by me/ us and after giving careful consideration to all facts, terms and conditions, I/ We have now signed this Application and paid the amount being fully aware and conscious of my/ our duties, liabilities and obligations. I/We further undertake and assure the Promoter that in the event of rejection of the Application and/or cancellation of my/ our booking or allotment, I/ We shall have no right, claim interest or lien on the Unit.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Signature of Sole/First Applicant**

**Signature of Second Applicant (if any)**

\_\_\_\_\_  
**Signature of Third Applicant (if any)**

\_\_\_\_\_  
**Signature of Fourth Applicant (if any)**

*Note: The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two; reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted; & reference to the words "include" or "including" shall be construed without limitation.*

**ANNEXURE -II**

**DETAILS OF UNIT REQUIRED FOR ALLOTMENT**

Name of Project	“[GH PROJECT]”
Unit No.	
Tower No.	
Type of Unit	
Carpet Area	_____ Sq. Meter (approx.) _____ Sq. Feet (approx.)
Area of Balconies	_____ Sq. Meter (approx.) _____ Sq. Feet (approx.)
Area of Verandah	_____ Sq. Meter (approx.) _____ Sq. Feet (approx.)
Area of open Terrace	_____ Sq. Meter (approx.) _____ Sq. Feet (approx.)
Address of Property	A RESIDENTIAL UNIT, IN THE PROJECT [GH PROJECT], A RESIDENTIAL GROUP HOUSING COLONY PROJECT ON A LAND PARCEL ADMEASURING [●] ACRES (11827.08 SQ. MTRS) OUT OF 226.37 ACRES SITUATED AT VILLAGES SARSAWA, ARDAUNA MAU AND AHMA MAU, PARGANA - LUCKNOW, TEHSIL – SAROJINI NAGAR AND DISTRICT LUCKNOW, NAMED AS GOMTI NAGAR EXTENSION, SECTOR-7, AMAR SHAHEED PATHREGISTERED UNDER REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 AND UTTAR PRADESH REAL ESTATE (REGULATION AND DEVELOPMENT) RULES, 2016 VIDE REGISTRATION NO. [●] OF [●] BEARING [●] DATED [●]
Status of Unit (for tax purpose)	Under Construction <input type="checkbox"/> <input type="checkbox"/>
Direct Sales/through real estate agent	Direct sales / real estate agent
Name of real estate agent	
RERA Registration no/details of real estate agent	
Contact details of real estate agent	

**TOTAL PRICE:** As stated in **Annexure III**. It includes amongst others, the following –

- A. Unit Price including \_\_ (\_\_\_\_) car parking
- B. EDC/IDC/ and any interest thereon, as applicable;
- C. Interest Free Maintenance Security Deposit
- D. Maintenance Charges as stated in Annexure VI.
- E. Proportionate cost of Common Areas
- F. Taxes and Cesses payable by the Applicant(s) including GST at the rate as applicable on the date of execution of this Application Form. However, the Applicant shall further be liable to pay any enhancement in any tax/charges/GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project.
- G. Membership charges for the following facilities:  
Access and use of Club.

**Special instructions/ Remarks (if any)**\_\_\_\_\_

**\*Note:**

- i. The Total Price is subject to final confirmation at the time of possession.
- ii. Total Price is inclusive of exclusive rights to use specified No. of car parking as mentioned below in line with type of Unit.
- iii. Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement as well as administration charges for conveyance deed etc. which shall be borne and paid by the Applicant shall be extra.
- iv. Payments to be made by cheque(s)/banker cheque(s)/pay order(s)/demand draft(s) only, drawn in favour of '[●]', payable at PAR.
- v. The abovesaid Maintenance Charges shall be paid by the Applicant directly to the maintenance agency appointed by the Promoter, details whereof, shall be provided by the Promoter at the time of Intimation for Offer of Possession.

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

- vi. Allotment to Non-Resident and National of Indian Origin shall be subject to Applicable Laws of Republic of India.
- vii. For non-residents / foreign nationals of Indian origin all remittances, acquisition / transfer of the said Unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be the sole responsibility of the Applicant.
- viii. The Application would be considered for allotment subject to realization of the Earnest Money amount. The date of clearing of the instrument/ receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.
- ix. The allotment shall be valid only subject to clearance of amounts tendered by the Applicant and subject to future payments on time along with payment of GST/taxes, as applicable.
- x. The Total Price is inclusive of External Development Charges ("EDC"), Infrastructure Development Charges ("IDC"), Infrastructure Augmentation Charges ("IAC") if any, Applicable Statutory Charges, Tax, GST, Labour Cess, Duty, as applicable. Any revision in EDC, SIDC, IAC, Statutory Charges, Taxes, GST, Labour Cess etc., if any, shall be communicated and shall be charged as applicable from time to time as per the applicable rates and as permissible under the Applicable Law.
- xi. The Applicant shall pay, as and when demanded by the Promoter, the pro-rata share (if any), of Goods & Services Tax (GST) as applicable on the date of execution of this Application Form and/or any other statutory taxes, duties, charges, cesses, levies, and the like, as applicable or as may be applicable to the Project, or payments to be made by the Applicant to the Promoter (collectively referred to as "Taxes"). The Applicant shall further be liable to pay any change/ modification/fresh incidence in Taxes including GST, as may be levied by the Government or any statutory/competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the flat/unit). The Applicant confirms that he/ she shall not claim any GST credit and/or claim any reduction in price of the flat/unit on account of payment of GST, as applicable, on the Project.
- xii. The heads as mentioned herein and more particularly the payment schedule, inclusive of GST/taxes, are subject to change as per and as permissible under the applicable laws and more particularly the rules to be notified by the Government of Uttar Pradesh, RERA Act read with UPRERA Rules and UPRERA Regulations (along with the rules and regulations as may be framed thereunder by the State of Uttar Pradesh) and any modifications thereunder.
- xiii. On "Intimation for Offer of Possession" all other payments due for previous milestones, including applicable GST/taxes, if not called for shall become payable within prescribed timelines.
- xiv. In the event any amount by the Applicant is prepaid, the Promoter is entitled to retain and adjust the balance/excess amounts received against the next instalment due.
- xv. The Applicant shall be liable to make instalment payment(s) within the time limit specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Applicant and/or sanction of bank loan/ lending facility etc. Any delay or default in making payment of the instalments, the Promoter shall charge interest at the rate of State Bank of India highest marginal cost of lending rate plus 1% (one percent) per annum from the due date or as may otherwise be prescribed under the provisions of the RERA Act read with UPRERA Rules and UPRERA regulations (along with the rules and regulations as may be framed thereunder by the State of Uttar Pradesh) and any modifications thereunder.
- xvi. To avoid penal consequences under the Income Tax Act, 1961, where sale consideration for the flat/unit exceeds . 50,00,000/- (Indian Rupees Fifty Lakhs only), the Applicant is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01<sup>st</sup> June, 2013), by deducting Tax at Source (TDS) @ 1% (one percent) from each instalment/payment. Applicant shall be required to submit TDS certificate and Challan showing proof of deposition of the same within 7 (seven) days from the date of tax so deposited to the Promoter so that the appropriate credit may be allowed to the account of the Applicant(s).
- xvii. TDS: It shall be the sole responsibility of the Applicant to comply with section 194-IA of the Income Tax Act and accordingly deduct 1% of Total Price as TDS. TDS is payable on all commercial/retail/ residential units where the value of the Unit is Rs.50 lacs or more. Kindly mention the correct Assessment Year in your form 26QB & 16B for the respective deposit of TDS under Section 194IA. For example, the assessment year for the amount deposited in the FY 2014-15 shall be Assessment Year 2015-16. Kindly share TDS Form 16 (B) to enable us pass credit of TDS against your unit on feedback.in@emaar.ae For detailed information on TDS, kindly visit <https://www.protean-tinpan.com>

Name : EMAAR INDIA LIMITED  
Registered Address : 306-308, 3RD FLOOR, SQUARE ONE, C-2, DISTRICT CENTRE, SAKET, NEW DELHI - 110017 PAN : AABCE4308B  
Email ID for TDS only : DirectTaxation@emaar.ae  
Mobile No. for TDS only : +91 9667773949

B. Here are a few details to keep in mind if you are paying through RTGS:

Taxation particulars of **Emaar India Limited**  
PAN: AABCE4308B  
ID of GST: 06AABCE4308B1ZC

\*Conditions apply

\*The term 'Allottee' shall come into force upon Allotment, accordingly wherever the context requires, the Applicant shall be read as Allottee, as the case may be.

\*Kindly mention the correct Assessment Year in your form 26QB & 16B for the respective deposit of TDS under Section 194IA. For

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>



example, the assessment year for the amount deposited in the FY 2014-15 shall be Assessment Year 2015-16. Kindly share TDS form16 (B) to enable us pass credit of TDS against your unit on feedback.in@emaar.ae

For detailed information on TDS, kindly visit <https://www.protean-tinpan.com>

Name : EMAAR INDIA LIMITED  
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PAN : AABCE4308B  
Email ID for TDS only : [DirectTaxation@emaar.ae](mailto:DirectTaxation@emaar.ae)  
Mobile No. for TDS only : +91 9667773949

RTGS Details for '[●]'

Bank Name: [●]  
Account No.: [●]  
IFSC Code: [●]  
Bank's Address: [●]  
Swift Code: [●]  
MICR: [●]

I/We, the Applicant, does hereby declare that my/our Application for the allotment of the Unit to the Promoter is irrevocable and that the above particulars / information / details given by me/us are true and correct and nothing has been concealed therefrom. I/We have now signed this Application Form and paid the application amount after being fully aware and conscious of my / our duties, liabilities, and obligations. I/ We further undertake and assure the Promoter that in the event of rejection of the Application, I/ We shall have no right, interest or lien on the said Unit and in such an event, I/ We shall solely be liable to the RERA Registered Real Estate Agent, if any, through whom this Application and/or booking of the Unit has been made by me/ us. I/We have fully read and understood the Terms and Conditions contained herein and which shall be comprehensively detailed in the Agreement. Further, I/we unequivocally undertake to abide by the said Terms and Conditions. In case of any false or misleading information provided by me/us and/or non-fulfillment of obligation of signing and registering the Agreement within the stipulated timelines, the Promoter shall be entitled to cancel the allotment of Unit and rejection of this Application Form and the Promoter shall be entitled to forfeit the application amount deposited by me/us. I/ We, further undertake and assure the Promoter that in the event of rejection of the Application, I/ We shall have no right, interest or lien on the said Unit and the Promoter shall be free to deal with the same in any manner it may deem fit.

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Second Applicant (if any)

\_\_\_\_\_  
Signature of Third Applicant (if any)

\_\_\_\_\_  
Signature of Fourth Applicant (if any)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

**ANNEXURE -III  
SCHEDULE OF THE PRICES  
AND  
PAYMENT PLAN**

Project Name	[GH PROJECT]			
Unit Number				
Unit Typology				
OC Received				
Booking Source				
Car Parking Space				
Area Approx.:	Square meter	Square feet		
Carpet Area				
Balcony Area				
<b>Pricing Details (In INR):</b>				
Component	Price	Discount	GST	Total Amount
Unit Price				
EDC				
Interest Free Maintenance Security (IFMS)				
CAM Charges				
Total Price				

**PAYMENT PLAN**



Notes/Terms:

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

- All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order/Demand Draft payable at PAR only or through electronic transfer mode (as permissible under applicable Law) drawn in favour of / to the account of "[●]", having Account No. [●], Swift Code [●], with IFSC Code [●] in [●].
- The date of clearing of the instrument / receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant account and credit shall be granted from the date of actual receipt of funds.
- The Application shall be valid only subject to clearance of amounts tendered by the Applicant.
- The allotment in furtherance of the Application shall be valid only subject to clearance of amounts tendered by the Applicant and subject to future payments on time.
- With the issuance of the Allotment Letter, the Applicant / Allottee shall be liable to pay the Total Price specified herein as per the Schedule of Payments hereunder, time being of all essence.
- The Applicant shall, in relation to the Unit, make all payments to the Promoter from his own bank account only and not from and/or through the bank accounts of any third party.
- In the event any amount by the Applicant is prepaid, the Promoter is entitled to retain and adjust the balance/excess amounts received against the next instalment due.
- The Applicant shall be liable to make instalment payment(s) within the time limit specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Applicant and/or sanction of bank loan/ lending facility etc. Any delay or default in making payment of the instalments, the Promoter shall charge Delayed Payment Charges from the due date or as may otherwise be prescribed under the provisions of the RERA Act read with UPRERA Rules and any modifications thereunder.
- Stamp duty and registration charges on actuals shall be payable by the Applicant / Allottee over and above the Total Price.
- It shall be the sole responsibility of Non-Residents Indians/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereto & rules & regulations of the Reserve Bank of India and other competent authorities and the Applicant(s) shall be liable, responsible and accountable for due compliance with all the legal provisions, as applicable.
- To avoid penal consequences under the Income Tax Act, 1961, where sale consideration for the Unit exceeds INR 50,00,000/- (Indian Rupees Fifty Lakhs only), the Applicant(s) is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013), by deducting Tax at Source (TDS) @ 1% (one percent) from each instalment/payment. Applicant(s) shall be required to submit TDS certificate and Challan showing proof of deposition of the same within 7 (seven) days from the date of tax so deposited to the Promoter so that the appropriate credit may be allowed to the account of the Applicant(s). Kindly mention the correct Assessment Year in your form 26QB & 16B for the respective deposit of TDS under Section 194IA. For example, the assessment year for the amount deposited in the FY 2014-15 shall be Assessment Year 2015-16.
- Kindly share TDS form 16 (B) to enable us pass credit of TDS against your unit on [feedback.in@emaar.ae](mailto:feedback.in@emaar.ae) For detailed information on TDS, kindly visit <https://www.protean-tinpan.com>

Name : EMAAR INDIA LIMITED  
Registered Address : 306-308,3RD FLOOR, SQUARE ONE, C-2, DISTRICT CENTRE, SAKET, NEW DELHI - 110017  
PAN : AABCE4308B  
Email ID for TDS only : [DirectTaxation@emaar.ae](mailto:DirectTaxation@emaar.ae)  
Mobile No. for TDS only : +91 9667773949

Taxation particulars of Emaar India Limited  
PAN: AABCE4308B  
ID of GST: 06AABCE4308B1ZC

\*Conditions apply  
Here are a few details to keep in mind if you are paying through RTGS  
RTGS Details for "[●]"  
Bank Name: [●]  
Account No.: [●]-122129-001  
IFSC Code: [●]  
Bank's Address: [●]  
Swift Code: [●]  
MICR: [●]

Annexure-IV

Schedule of said Land

[To be incorporated]

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>

**Annexure V**

**Documents to be attached along with Application Form**

Sr. No.	Documents	Details
1	Approved site plan	Memo No. [•] dated [•]
2	Approved architectural control sheet	Memo No. [•] dated [•]
3	Environmental Clearance	EC Identification No. [●] dated [●]
4	Revised zoning plan	Memo No. [•] dated [•]

#### Annexure-VI

1. Licenses shall mean License No. [●] of [●] dated [●] [renewed vide Memo No. [●] dated [●] valid till [●], License No. [●] of [●] dated [●] [renewed vide Memo No. [●] dated [●] valid till [●] and License no. [●] of [●] dated [●] bearing [●] and valid till [●] issued by the Lucknow Development Authority.
2. Licensed Land shall mean land admeasuring 226.37 acres situated in Villages Sarsawa, Ardauna Mau and Ahma Mau, Pargana - Lucknow, Tehsil – Sarojini Nagar and District Lucknow, named as Gomti Nagar Extension, Sector-7, Amar Shaheed Path Lucknow, Uttar Pradesh, India, which *inter-alia* comprises of residential group housing colony, open areas, landscaped gardens, etc.
3. Said Land shall mean land admeasuring [●] acres (11827.08 sq mts) out of 226.37 acres situated in Villages Sarsawa, Ardauna Mau and Ahma Mau, Pargana - Lucknow, Tehsil – Sarojini Nagar and District Lucknow, named as Gomti Nagar Extension, Sector-7, Amar Shaheed Path Lucknow, Uttar Pradesh, India.
4. Landowners shall mean (i) Emaar India Limited (CIN: U45201DL2005PLC133161, PAN: AABCE4308B), (ii) Achates Buildcons Private Limited (CIN: [●], PAN: [●]), (iii) Acorn Developers Private Limited (CIN: [●], PAN: [●]), (iv) ADZE Properties Private Limited (CIN: [●], PAN: [●]), (v) Bhavishya Buildcon Private Limited (CIN: [●], PAN: [●]), (vi) Chum Properties Private Limited (CIN: [●], PAN: [●]), (vii) Hake Developers Private Limited (CIN: [●], PAN: [●]), (viii) Kartikay Buildwell Private Limited (CIN: [●], PAN: [●]), (ix) Perpetual Realtors Private Limited (CIN: [●], PAN: [●]), (x) Pushkar Projects Private Limited (CIN: [●], PAN: [●]), (xi) Sacred Estates Private Limited (CIN: [●], PAN: [●]).
5. RERA Registration Certificate shall mean Registration No. [●] of [●] bearing [●] dated [●] granted by the Uttar Pradesh Real Estate Regulatory Authority for Lucknow at Lucknow, Uttar Pradesh, India.
6. Booking amount as stated under clause 6 in favour of “[●]” towards the booking of the Unit:

Serial No.	Cheque(s)/Banker Cheque(s)/Pay Order(s)/Demand Draft(s) bearing no(s)/NEFT/RTGS/UTR/UPI	Dated	Drawn on	Amount in (Rs.)

7. Total Price: As per **Annexure III**, includes the following:
  - A. Unit Price including \_\_ (\_\_\_\_) car parking
  - B. EDC/IDC/ and any interest thereon, as applicable: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as on date;
  - C. Interest Free Maintenance Security: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
  - D. Maintenance Charges for first 12 (Twelve) months @ Rs. \_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) commencing from issuance of Intimation for Offer of Possession + 75 (Seventy Five) days or 30 (Thirty) days from the handover date of the Unit, whichever is earlier.
  - E. Proportionate cost of Common Areas
  - F. Taxes and Cesses payable by the Applicant(s) including GST at the rate as applicable on the date of execution of this Application Form. However, the Applicant shall further be liable to pay any enhancement in any tax/charges/GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project
  - G. Membership charges for the following facilities:  
Access and use of Club
8. Building Plan shall mean the building plan bearing memo no. [●] dated [●].
9. Monthly holding charges: @ Rs. 2/- (Rupees Two Only) per sq. ft. of the Carpet Area of the Unit.
10. Committed Period: [●]
11. Completion Date of the Project: [●]
12. Period of Maintenance Charges included in Total Price: 12 (Twelve) months
13. Maintenance Charges Commencement Date shall mean the Maintenance Charges for the first 12 (Twelve) months including GST, if any, commencing from issuance of Intimation for Offer of Possession + 75 (Seventy Five) days or 30 (Thirty) days from the handover date of the Unit, whichever is earlier.



Footer : on every page :-Unit Code/Application Reference no.

1<sup>st</sup> Applicant  
Applicant

2<sup>nd</sup> Applicant

3<sup>rd</sup> Applicant

4<sup>th</sup>