

APPLICATION FORM NO. _____

**APPLICATION FORM FOR REGISTRRTION FOR ALLOTMENT OF A PLOT
SITUATED IN “AMRAWATI MIDTOWN”**

Date: _____

M/s. Amrawati Infradevelopers LLP
503/ 58, Baruliya, Daliganj, Lucknow,
U.P

Dear Sir / Madam,

I/We (hereinafter referred to as the “**Applicant(s)**”) request that I/We may be registered for allotment of a plot admeasuring _____ sq. mtrs. or sq. yds. (approximately) (hereinafter referred to as the “**Unit**”) in “**AMRAWATI MIDTOWN**” (hereinafter referred to as the “**Project**”) being developed over a land parcel admeasuring approximately 8.6255 acres situated at Sultanpur Road, adjacent to IIT Lucknow (hereinafter referred to as the “**Project Land**”) as a plotted development by M/s Amrawati Infradevelopers LLP (hereinafter referred to as the “**Developer**”).

I/We am/are fully aware that the Project is duly registered with Real Estate Regulatory Authority – Uttar Pradesh under registration number _____ dated _____ and I/we have carefully perused the particulars of the same available with Real Estate Regulatory Authority – Uttar Pradesh at <https://www.up-rera.in/index>.

I/we have been intimated that though the Project shall have other components also, including but not limited to commercial space and retail space etc., however, this Application is limited to the Unit and shall not relate to any other component being developed / proposed to be developed as a part of the Project.

I/We agree to abide by the Basic Terms & Conditions for registration for allotment of the Unit in the Project as given herein below and annexed hereto, which I/we have read and completely understood. I/We also agree to sign and execute, as and when required, the Agreement for Sale containing detailed terms and conditions of sale of the Unit and other related documents in the format prescribed by the Developer.

I/We agree and undertake to pay the purchase price of the Unit is inclusive of preferential location charges (PLC), applicable taxes, external development charges (EDC), external electrification charges (EEC), bandha shulka, other cess, governmental levies but excluding sewer / water / electricity connection charges and interest free maintenance security (IFMS), and monthly maintenance charges (collectively referred to as “**Additional Charges**”) and other charges and expenses which the Allottee(s) agrees to pay for execution and registration of this Agreement, conveyance deed and other documents in respect of the Unit.

I/We remit herewith a sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as the “**Booking Money**”) vide Bank Draft/ Pay Order/ Cheque No. _____ dated _____ drawn on _____ in favour of **AMRAWATI I LLP COLL A/C FOR MIDTOWN** being the booking amount for the Unit applied for.

I/We have clearly understood that this Application does not constitute an agreement to sell / agreement for sale and I/we do not become entitled to the allotment of Unit notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the Booking Money tendered with this Application. It is only after valid execution and registration of agreement for sale for the Unit (hereinafter referred to as the "**Agreement for Sale**") as required pursuant to the provisions of the Real Estate (Regulations and Development) Act, 2016 and rules made thereunder by the state government of Uttar Pradesh (collectively referred to as "**RERA**"), the allotment shall become final and binding upon the Developer provided that I/we continue to abide by the terms and conditions of such allotment. On execution of Agreement for Sale, the Booking Money shall be considered to be the Earnest Money.

If, however, I/we withdraw/cancel this Application or I/we fail to sign/execute and return the Agreement for Sale for registration within the time prescribed by the Developer or fail to be present for registration of the Agreement for Sale as and when called upon by the Developer, then the Developer may at its sole discretion treat my/our Application as abandoned and cancelled and the Booking Money paid by me/us along with this Application in the form of booking amount shall stand forfeited. My/our particulars are given below:

(For Individuals)

1.	First	Applicant	Mr./Mrs./Ms
	.....		of
	Son/Wife/Daughter		
	Mr./Mrs.....		
	Guardian's	Name	(if
	Mr./Mrs.....		Minor)
	Permanent		
	Address.....		
	.....	City.....State.....	PIN:
	Correspondence		
	Address.....		
	.....	City.....State.....	PIN:
	Date of Birth.....	Age.....	
	Profession.....	Designation.....	
	Nationality.....	Marital Status.....	
	Residential Status: Resident	Non-Resident	Foreign National of Indian Origin
	Office/Business Address.....		
	Tel. Res.....	Office.....	Mobile
	Fax No.....	E-Mail ID.....	
	* Income Tax Permanent Account No.....		
	Aadhar Number		
2.	Second Applicant	Mr./Mrs./Ms.....	
	Son/Wife/Daughter of Mr./Mrs.....		
	Guardian's Name (if Minor) Mr./Mrs.....		
	Permanent Address.....		
	.....	City.....State.....	PIN:
	Correspondence		
	Address.....		
	.....	City.....State.....	PIN:
	Date of Birth.....	Age.....	
	Profession.....	Designation.....	

Nationality..... Marital Status.....
Residential Status: Resident Non-Resident Foreign National of Indian Origin
Office/Business Address.....
Tel. Res..... Office..... Mobile

Fax No..... E-Mail ID.....
* Income Tax Permanent Account No.....
Aadhar Number

3. Third Applicant Mr./Mrs./Ms.....
Son/Wife/Daughter of Mr./Mrs.....
Guardian's Name (if Minor) Mr./Mrs.....
Permanent Address.....
.....City.....State.....PIN:

Correspondence
Address.....
.....City.....State.....PIN:

Date of Birth..... Age.....
Profession.....Designation.....
Nationality..... Marital Status.....
Residential Status: Resident Non-Resident Foreign National of Indian Origin
Office/Business Address.....
Tel. Res..... Office..... Mobile

Fax No..... E-Mail ID.....
* Income Tax Permanent Account No.....
Aadhar Number

(For Company / Partnership Firm / HUF)

1. Applicant M/s.
Acting Through Mr./Ms..... (attach a copy of PAN Card and
Aadhar Card)
Acting Through Karta Mr. / Ms.
Designation.....Authority Details.....
Date of Incorporation.....
Office/Business Address.....
City.....State..... PIN:

Tel. Res..... Office..... Mobile

Fax No..... E-Mail ID.....
* Income Tax Permanent Account No.....

(* Copy of PAN card is to be attached mandatorily)

4. Details of Unit:

(i) Unit No. _____
(iii) Area _____ sq. mtrs./sq. yards

5. Details of Pricing: All charges will be mentioned in sq. mtrs.

Particulars	As per Applicable Price List	Remarks
(A) Cost of the Unit		
1) Basic Sale Price (BSP) @ Rs..... per sq. mtrs./sq. yards	Rs.....	
2) Preferential Location Charges (PLC)		
a. Green Adjacent/Green Facing @ ____% of BSP	Rs.	
b. Green Adjacent & Facing @ ____% of BSP	Rs.	
c. 12 mtr road facing @ ____% of BSP	Rs.	
d. 18 mtr & above road facing @ ____% of BSP	Rs.	
e. Corner @ ____% of BSP	Rs.	
3) External Development Charges @ _____ per sq. mtrs / sq yards.	Rs.	
4) External Electrification Charges @ _____ per sq. mtrs / sq yards.	Rs.	
5) Bandha Shulka	Rs.	
6) Government Cess and Levies	Rs.	
(B) Additional Charges		
1) Interest Free Maintenance Security (IFMS) Deposit @ Rs. ____ per sq. mtrs/ sq yards	Rs.	
2) Sewer Connection Charges	Rs.	
3) Water Connection Charges	Rs.	
4) Electricity Connection Charges	Rs.	
5) Other Charges (if any)	Rs.	
Total (A+B): Amount in Figure	Rs.....	
Amount in Words: Rupees		
Taxes, if any		
GRAND TOTAL (Amount in Figure)		

I/we have perused and considered all the terms and conditions set out in this application form including its annexures to understand the legal implications arising

out of this application form and have sought advice of a competent legal advisor to understand such legal implications.

I/we expressly acknowledge that the Developer has not made any representation and/or any warranty to me/us to induce me/us to make this Application and I/we have decided to make this Application out of my / our own free will.

Declaration:

I/We do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. Any allotment against this Application is subject to the terms and conditions attached to this application form which shall *ipso-facto* be applicable to my/our legal heir(s), successor(s), transferees, and nominee(s). I/We undertake to inform the Developer of any change in my/our address or change in any other particular or information, given above, failing which the particulars shall be deemed to be correct and the correspondence sent at the recorded address by the Developer shall be deemed to have been received by me/ us.

1st Applicant

2nd Applicant

3rd Applicant

FOR OFFICE USE ONLY

CHECK LIST

Booking Money Cheque	<input type="checkbox"/>	Signed Application	<input type="checkbox"/>	Photographs	<input type="checkbox"/>
PAN Card / Form 60	<input type="checkbox"/>	ID / Address Proof	<input type="checkbox"/>	MOA / BR	<input type="checkbox"/>
AADHAR CARD	<input type="checkbox"/>				

Remarks

Booked by _____ Checked by _____ Approved by _____

**NON EXHAUSTIVE BASIC TERMS AND CONDITIONS APPLICABLE TO THE
UNIT, IF ALLOTTED**

1. THAT Developer has identified the Project Land admeasuring 8.6255 acres for the purposes of development of a plotted development project under the name and style of **Amrawati Midtown**. The name of the Project may be changed by the Developer as per its discretion.
2. THAT the Applicant (s) is/are applying for registration for allotment of the Unit in the Project and does not have any relation to the other components of the Project which may or may not be developed.
3. THAT the Developer has entered into a consortium agreement dated 3.3.2023 (hereinafter referred to as the “**Agreement**”) with the owners of the Project Land, for the purpose of execution of the Project. The Developer was designated as lead member for the purposes of development of the Project.
4. THAT the layout plan of the Project was submitted to and approved by the Lucknow Development Authority with all the requisite no-objection clearances vide permit no. Plotted Resi development / Plotted Housing/06446LDA/LD/22-23/2038/18102022 dated 16.2.2023.
5. THAT the Applicant(s) understand(s) that the Developer is not the owner of the Project Land and has entered into appropriate arrangements with the owners of the Project Land to develop the Project. The Applicant(s) expressly understands that the Agreement for Sale in respect of the Unit shall be executed between the Developer, the Applicant (s) and the Owners of the Land.
6. THAT the Applicant(s) has/have made this Application for registration for allotment of the Unit in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to the Project, which have been completely understood by the Applicant(s) and all queries, if any, have been answered by the Developer to the complete satisfaction of the Applicant(s).
7. THAT the Applicant(s) expressly acknowledges that he/it/they, is/are completely satisfied about the title, rights and interests of the Developer in the Project and the Project Land. The Applicant(s) is/are fully aware of and has/have understood all the limitations and obligations of the Developer in relation to and in connection with the Project.
8. THAT the Applicant(s) has/have seen and accepted relevant documents including but not limited to the permit, plans, designs, specifications of the Project and the Applicant(s) is/are making this Application with full knowledge about the proposed specifications, location of the Unit and the Project and other terms and conditions.
9. THAT the Applicant(s) agrees and acknowledges that the specifications/ design / plans etc. of the Project and / or the Unit may be modified by the Developer in compliance with the provisions of RERA.
10. THAT the Project has already been approved by Lucknow Development Authority, Uttar Pradesh. However, the Developer may, subject to the provisions of RERA affect or if so required by any regulatory / governmental authorities or otherwise make suitable alterations in the layout plan of the Project and / or the Unit which may include change in the dimensions/ area of the Unit, number of Unit, location etc. Regarding all such changes, opinion of the Developer’s architects shall be final and binding on the Applicant(s) for which the Applicant(s) is/are giving his/her/its informed consent by signing this Application. It is clarified that if there is any change in the layout plan of the Project owing to which there is any increase/decrease in the area, **the rate per sq. mtrs. / sq. yards** and other charges will be applicable to the changed area i.e. at the same rate prevalent at the time at which the Unit was allotted to the Applicant(s). If the area of Unit is reduced owing to change in the layout of the Project (fully or partially), the Developer shall adjust the extra amount received from the Applicant(s) towards future instalments to be paid as per the Payment Plan. In case the area of Unit is increased or becomes preferentially located due to such change in the layout of the Project, the Developer shall recover from

the Applicant(s), the additional price, preferential location charges and other proportionate charges without interest, as the case may be. The Developer reserves the right to suitably amend the terms and conditions as specified herein and / or the Agreement for Sale in the event the Developer deems such amendment reasonably necessary in light of certain conditions imposed by any governmental authority / department as part of grant of approval to any plans or proposals of the Developer or otherwise on account of any change in applicable laws including RERA.

11. THAT the purchase price of the Unit is INR _____ (Rupees _____) and the Applicant(s) shall pay the entire purchase price of the Unit as per the Payment Plan annexed hereto and marked as "**ANNEXURE A**", applicable taxes and Additional Charges, as set out in this application form and Agreement for Sale or any other document in this regard, as and when demanded by the Developer.
12. THAT the Applicant(s) understands, agrees, and is/are fully aware that the purchase price of the Unit is inclusive of preferential location charges (PLC), applicable taxes, external development charges (EDC), external electrification charges (EEC), bandha shulka, other cess, governmental levies but excluding sewer / water / electricity connection charges and interest free maintenance security (IFMS), and monthly maintenance charges (collectively referred to as "**Additional Charges**") and other charges and expenses which the Allottee(s) agrees to pay for execution and registration of this Agreement, conveyance deed and other documents in respect of the Unit.. The Applicant(s) expressly understands, agrees and acknowledges that the purchase price of the Unit and Additional Charges are fixed in view of the current charges, levies, taxes, cess, shulka imposed by the governmental authorities and in the event such charges, levies, taxes, cess and shulka and components of such nature are increased by the governmental authorities in future, then such increased amounts shall be payable by the Applicant(s) without any delay or the demur. It is further accepted and acknowledged by the Applicant(s) that the Developer shall not be liable to pay such increased amounts.
13. THAT the Booking Money shall be considered as the Earnest Money in respect of the Unit as specified in the Payment Plan, once the Agreement for Sale is executed.
14. That of the State Government of Uttar Pradesh is developing a bandh on the banks of river Gomti to safeguard surrounding areas from future flooding. In this connection Bandha Shulka is being demanded by governmental / municipal authorities and such shulka shall be payable by the Applicant(s) proportionately. Consequently, the proportionately amount of Bandha Shulka is included in the Additional Charges in respect of the Unit. In the event, the Bandha Shulka is increased, the proportionate amount of such increase shall be payable by the Applicant(s) as and when demanded by the Developer.
15. THAT the Applicant(s) further understands and agrees that all facilities, utilities and amenities in the Project shall be operated and maintained by the Developer pursuant to the provisions of RERA till the time they are handed over to association of Unit owners of the Project or the concerned authorities, as the case may be. Further, the Applicant(s) understands and agrees that for availing the said facilities, services and / or amenities, the Applicant(s) shall sign and execute separate agreement(s) and / or terms and conditions as may be applicable for use of such services and amenities including payment for the same.
16. THAT the Applicant(s) agrees to pay all charges / fees as and when demanded by the Developer, if imposed upon by the relevant authorities by whatever name called or in whatever form and with all such conditions imposed by the competent authorities. If such charges / fees are increased/demanded (including with retrospective effect) after execution of the conveyance deed, the Applicant(s) agrees to pay such charges directly to the government or to the Developer following a demand by the Developer. The Applicant(s) agrees that the Developer shall have the first charge and lien on the Unit to the extent of unpaid amount, as above.
17. THAT the Applicant(s) agrees that time is the essence with respect to the Applicant(s) obligations to make the payment as per the Payment Plan set out in "**ANNEXURE A**" along with other payments such as applicable taxes, Additional Charges, applicable stamp duty, registration fee and other charges that are more particularly set out in this application form and the Agreement for Sale. All the aforesaid amounts are required to be paid on or before due date or as and when demanded by the Developer, as the

case may be, and also to perform or observe all the other obligations of the Applicant(s) under this application form and the Agreement for Sale. The Applicant(s) understand(s) that the development of the Project and the Unit is dependent upon timely payment of the instalments due as per the Payment Plan and delay in the receipt of payment of more than 30% of the payments due in respect of the units in the Project after allotment, shall be treated as Force Majeure which will have an adverse effect on the development of the Project.

18. THAT the Applicant(s) agrees and acknowledges that all those charges, payments, levies, taxes, cess, duties etc. payable to the governmental / regulatory / administrative authorities which are made applicable post the date of this Application shall also be paid by the Applicant(s) as and when demanded by the Developer and shall be deemed to be a part of the total consideration of the Unit which shall be payable by the Applicant(s).
19. THAT The Applicant(s) further agrees and acknowledges that in the event it delays making payment of any agreed amount payable by him/them on its due date, the Applicant(s) shall also be obligated to pay interest on such delayed amount @ State Bank of India's MCLR plus 1 percent per annum, calculated from the due date of payment of such amount till the date when payment is received by the Developer.
20. THAT the Applicant(s) shall pay directly or if paid by the Developer, then reimburse to the Developer on demand, rates, taxes or cesses, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leivable now or in future on the Project or the Unit, by any governmental or statutory authority , as the case may be, and the same shall be borne and paid by the Applicant(s).
21. THAT the undertaking(s) offered by the Applicant(s) in this application form related to adherence to the terms contained herein including timely payment of instalments as per the Payment Plan shall be the basis on which this Application shall be considered for allotment of the Unit to the Applicant(s). It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of this application form, letter of allotment and Agreement for Sale, in respect of the Unit.
22. THAT the Applicant(s) may at his/its/their option raise finances or a loan for the purchase of the Unit. However, responsibility of getting the loan sanctioned and disbursed as per the Payment Plan set out in "**ANNEXURE A**" hereto will rest exclusively on the Applicant(s). In the event of the Applicant(s)' loan not being disbursed, sanctioned or delayed, the Payment Plan, shall not be altered or modified by the Developer in any manner whatsoever. The Developer shall not be bound to give additional time to the Applicant(s) for making payment as set out in this application form or the Agreement for Sale.
23. THAT the Developer shall not be responsible towards any third-party making payment/remittances on behalf of the Applicant(s) and such third party shall not have right in the application/allotment of the Unit applied for herein in any way. The Developer shall issue receipts for payment in favour of the Applicant(s) only. Any payment towards the purchase price of the Unit made by any third party on behalf of the Applicant(s) must be accompanied by a letter issued by such third party addressed to the Developer requesting it to adjust the said amount towards the purchase price of the Unit and issue the receipt thereof in favour of the Applicant(s) and not the said third party.
24. THAT in case of Applicant(s) who are non-residents, all compliance under Foreign Exchange Management Act, 1999 and other acts dealing with foreign exchange in India, shall be the sole responsibility of such Applicant(s) and the Developer shall not be held responsible for the same. Further, the Applicant(s) agrees and undertakes to make the payment of all monies pursuant to this Application within the prescribed time and any delay in obtaining consents, approvals or permissions of the regulatory authorities / Reserve Bank of India etc. shall not be an excuse for not making payments hereunder or delay in making such payments. In the event of any failure on the Applicant(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/it shall be solely liable for any action that may be taken by the competent authorities in this regard. The Applicant(s) shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.

25. That, subject to any reason which is beyond the reasonable control of the Developer (“**Force Majeure Event**”) and compliance of the terms hereof by the Applicant(s), the Developer shall use its reasonable efforts to offer the Unit for possession to the Applicant(s) within a period of 36 (thirty-six) months from the date of execution and the registration of the Agreement for Sale. If the offer for possession of the Unit is delayed due to any Force Majeure Event, the period in which the offer for possession is scheduled to be issued pursuant to this clause, shall automatically stand extended by the period during which the Force Majeure Event was in effect and a reasonable period thereafter to cater for proper mobilisation of resources. It is further agreed and acknowledged by the Applicant(s) that he/it/they shall not raise any claims against the Developer for delay in offer of possession of the Unit due to occurrence of any Force Majeure Event.
26. THAT, subject to the Applicant(s) complying with the terms and conditions of allotment, if there is an unreasonable delay in offering the Unit for possession beyond the period as stipulated in Clause 25 herein above other than on account of an Force Majeure Event(s) and other similar circumstances, the Developer would pay to the Applicant(s) compensation in the form of simple interest at applicable rates (as per rules, regulations framed by the state government of Uttar Pradesh under RERA) on the amount paid by the Applicant(s) for the period of delay in offering the possession of the Unit beyond the agreed date. However, such payment shall be first adjusted towards any outstanding dues of the Applicant(s) in respect of the Unit pursuant to this Application or the Agreement for Sale and any balance after such adjustment shall be paid to the Applicant(s). However, in the event of any default or negligence attributable to the Applicant(s)’ fulfilment of terms and conditions of allotment, the Developer shall be entitled to reasonable extension in delivery of possession of the Unit to the Applicant(s).
27. THAT if for any reason the Developer is not in a position to allot the Unit applied for, the Developer shall refund the amount deposited by the Applicant(s) along with simple interest at applicable rates (as per rules, regulations framed by the state government of Uttar Pradesh under RERA) for the period during which monies paid by the Applicant(s) were held by the Developer within a period of 45 (forty five) days of such decision to not offer the Unit to the Applicant(s). However, the Developer shall not be liable for any other damages/compensation/ returns on this account. It is further agreed by the Applicant(s) that if any interest or charges are payable by him/it/them to the Developer pursuant to this Application, that amount shall be set off against the refund due to the Applicant(s) and the balance shall be paid to him/it/them by the Developer.
28. THAT allotment of the Unit shall become binding on the Developer at the time of execution and registration of the Agreement for Sale.
29. THAT after receipt of full purchase price, the applicable taxes, the Additional Charges and other charges payable by the Applicant(s) including stamp duty, registration charges etc and issuance of Possession Certificate by the Developer, a conveyance deed shall be executed and registered in favour of the Applicant(s) in the format specified by the Developer. All expenses towards execution and registration of the said conveyance deed shall be borne and paid by the Applicant(s).
30. THAT the Applicant(s) agrees not to occupy the Unit before issuance of Possession Certificate by the Developer. The Applicant(s) fully understand(s) that in case the Unit is occupied by it before issuance of Possession Certificate by the Developer, the same shall be at his/its own risk, cost and consequences and under such circumstances the Applicant(s) shall be liable to pay such fine, penalty, charges, etc. as imposed by the concerned authorities and / or the Developer at that time. The Applicant(s) shall be construed to have taken the actual physical possession of the Unit only upon issuance of Possession Certificate by the Developer. The Applicant(s) further understands that the Possession Certificate shall be issued by the Developer only after clearance of all dues by the Applicant(s) in respect of the Unit as per the provisions of the Agreement for Sale.
31. THAT the Applicant(s) shall clear his/its/their dues within 30 (thirty) days from the date of issuance of letter of offer for possession of the Unit as per the Statement of Account sent along with the letter of offer for possession of the Unit.

32. THAT the Applicant(s) shall comply with all legal requirements for conveyance deed of the Unit and sign all requisite applications, forms, affidavits, undertakings, etc. as required for the purpose by the Developer or any other governmental authority.
33. THAT the Applicant(s) agrees and acknowledges that the Developer shall be entitled to forfeit the Earnest Money in case of non-fulfilment/ breach of the terms and conditions contained of the Agreement for Sale.
34. THAT in the event the Applicant(s) choose(s) to cancel the registration and booking of the Unit or surrenders the Unit allotted to him/it/them at any stage before the execution and registration of the Agreement for Sale, the Booking Money paid by the Applicant(s) shall stand forfeited.
35. THAT the Applicant(s) expressly acknowledges and agrees that in case it fails to make payment of 2 consecutive demands made by the Developer as per the Payment Plan opted for by the Applicant(s), despite having been issued notice in that regard and the default continues for a period beyond 3 consecutive months, the Developer may, after serving for 30 days' notice on the Applicant(s), cancel the allotment of the Unit in favour of the Applicant(s) and refund the 50% of the money paid by them after deducting the Earnest Money, accrued interest, taxes and brokerage paid by the Developer in respect of the Unit within a period of 45 days from the date of such cancellation and the balance 50% shall be paid by the Developer to the Applicant(s) within a period of 45 days from the date of allotment of the Unit to any other applicant.
36. THAT after execution and registration of the Agreement for Sale, if the Applicant(s) does not fulfil the terms and conditions of the Agreement for Sale or surrenders the Unit allotted to him/her, the Earnest Money paid in respect of the Unit shall be forfeited and mechanism set out in clause 35 of these basic terms and conditions shall be applicable *mutatis mutandis*.
37. THAT the Applicant(s) shall also sign and execute a separate agreement for upkeep and maintenance of the common areas and services and facilities & installations of the Project, more specifically described in the Maintenance Agreement. The said agreement shall be executed at the time of issuance of Possession Certificate of the Unit and shall spell out in detail the services and facilities to be provided and maintained in relation to the Unit and the Project.
38. THAT subject to the provisions of RERA, the Applicant(s) shall pay the maintenance charges for upkeep and maintenance of various common services and facilities in the Project as determined by the association of allottees. The maintenance charges for a period of 2 (two) years along with applicable GST shall be payable in advance, at the time of offer of possession of the Unit.
39. THAT the Applicant(s) shall, if allotment of the Unit is made to it, shall ensure that no damage is caused to the property of other allottee(s) in the Project, common areas of the Project, equipment installed by the Developer in the Project by any action of the Applicant(s).
40. THAT the Applicant(s) shall also pay an amount of INR ____/- per sq. mtr./ per sq. yards. for the creation of sinking fund in order to secure adequate provision for the replacement, refurbishing and major repairs of the facilities and equipment etc., installed in the Project and other similar capital expenditure. The sinking fund deposit shall be handed over to the resident welfare association constituted for the Project at the time of handover of the maintenance of the Project to the said association. The interest earned, if any, on the amount of the sinking fund shall be used by the Developer to meet the cost of replacement, refurbishing, major repairs of the facilities and equipment etc., installed in the Project or on account of any unforeseen occurrence in future. In case the Applicant(s) fails to pay the amounts due as set out in this application form or the Agreement for Sale, then in such a scenario the Developer shall be entitled to set off the amount credited to the sinking fund against such outstanding payments.
41. THAT the Applicant(s) further understands and agrees that other than the Unit, all rights of ownership of land(s), facilities, utilities, the common areas and amenities of the Project shall be vested solely with the Developer who shall have the sole right and authority to deal in any manner with such land(s), facilities, utilities and/or amenities. The Applicant(s) expressly undertakes not to raise any claims over such components of the Project.

42. THAT the Applicant(s) shall get his/its/their complete address registered with the Developer at the time of booking and it shall be his/its/their responsibility to inform the Developer by registered letter about all subsequent changes in his/its/their address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by his/its/them at the time when those should ordinarily reach such address. The Applicant(s) shall not be entitled to plead that since it/they have changed its/their address, they were not aware of any approaching deadline for performance of any of its/their obligation(s) pursuant to this application form and they shall be responsible for any default in performance of any such obligation. Further, 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 Applicant(s) and no separate communication shall be necessary to the other named applicant. The receipt of any dispatch by the first applicant of any communication shall be deemed to be received by the all the joint applicants.

43. THAT the Applicant(s) shall indemnify and keep the Developer, its agents, employees, representatives indemnified and harmless against the payments and observance and performance of all the covenants and conditions, forming part of this application form and the Agreement for Sale and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s) as mentioned in this application form and the Agreement for Sale.

44. THAT the Applicant agrees that the Developer shall have the right to transfer ownership of the Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement, as may be decided by the Developer without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.

45. THAT the Applicant(s) shall not sell, transfer, assign or part with his/its/their right, title, or interest, in the Unit, even after the allotment is made in his/its/their favour, until all the dues payable to the developer are fully paid and a conveyance deed is executed in his/its/their favour. The Applicant is / or, however entitled to get the name of his nominee(s) substituted in his place with the prior approval of the Developer, which may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant shall pay to the Developer, transfer charge as applicable from time to time for the purpose of such substitution.

46. THAT the Applicant(s) understand(s) that the Developer shall be carrying out extensive development / construction activities in the Project over a period of time. The Applicant(s) further acknowledges that various structures / amenities / facilities, etc., comprising the Project, shall be completed in phases or over a period of time as they may not be ready by the time the unit is offered for possession and agrees not to raise any objection or make claim or default in any payments as demanded by the Developer / Maintenance Agency on account of such situations or inconvenience, if any, due to such development / construction activities in phases over a period of time.

47. THAT the Applicant(s) undertakes not to create obstructions / impediments in usage of common areas, roads, green areas etc. by other residents / occupants of the Project at any time.

48. THAT the Applicant(s) is/are aware that the Developer shall be applying for and thereafter will receive the permission, from State Electricity Boards or from any other body/commission/ regulatory authority constituted by the Government of U.P for such purpose, to receive and distribute supply of electrical energy in the Project, under prevailing rules and byelaws of the Government and that the Applicant(s) undertakes to pay on demand to the Developer, proportionate share as determined by the Developer of all deposits and charges paid/ payable by the Developer to the said U.P. State Electricity Board and /or any other body/commission/regulatory authority constituted by the Government of U.P. and /or any other authority or private party, failing which the same shall be treated as unpaid portion of the sale price payable by the Applicant(s) for the Unit and the conveyance of the Unit shall be withheld by the Developer till full payment thereof is received by the Developer from the Applicant(s). Proportionate share of cost, incurred by the Developer for creating infrastructure like HT Feeder, EHT Substation, connection from Unit to the Feeder etc. shall also be payable by Applicant(s) on demand. Further in case of bulk supply of electrical energy, the Applicant(s) agrees to abide by all the conditions of sanction as

granted by the U.P State Electricity Board or any other body responsible for such bulk supply of electrical energy. The Applicant(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Developer, from time to time.

49. THAT the Applicant(s) is/are aware that the Developer or its agents may at their sole 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 Project from any nearest river, canal, reservoir and/or any other source. The Applicant(s) agrees and undertakes 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 Developer, reimburse the same to the Developer on demand.
50. THAT the Applicant(s) shall pay to the Developer or its agents as the case may be, such amount(s) and other charges for the consumption of water so supplied to the Unit based on such tariff as may be fixed by the Developer or its agents in their sole discretion. The Applicant(s) agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the Unit and the Developer shall have the first charge and lien on the Unit to the extent of such unpaid amount.
51. THAT the allotment of Unit is at the discretion of the Developer and the Developer has a right to reject any offer / application without assigning any reason. In the event the Developer decides to reject this Application, the Developer shall not be obliged to give any reason for such rejection and any such decision of the Developer rejecting this Application shall be final and binding on the Applicant(s).
52. THAT the allotment of the Unit shall be subject to strict compliance of the community rules and regulations that may be made by the Developer for occupation and use of the Unit more specifically set out in the Agreement for Sale.
53. THAT the Developer may, at its sole discretion, decide not to allot the Unit to the Applicant(s) or altogether decide to put at abeyance the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the Application and receipt of the Booking Money by the Developer from the Applicant(s). Further, the provisional and/or final allotment of the Unit is entirely at the discretion of the Developer and the Developer has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
54. THAT the Applicant(s) expressly agrees and acknowledges that the Developer will base its decision, as to whether or not to allot the Unit to the Applicant(s), based on the assurance given by the Applicant(s) regarding timely performance of its/their obligations in this application form and any breach by the Applicant(s) in performance of its/their obligations herein under shall be a serious breach of the assurances given in this application form which will entail consequences specified elsewhere in this application form.
55. THAT the rights and obligations of the Applicant(s) and the Developer shall be construed in accordance with RERA including other applicable laws prevalent in the state of Uttar Pradesh for the time being in force.
56. THAT the Applicant agrees that in event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the Developer shall be referred to a sole arbitrator who shall be proposed by the Developer and shall be confirmed and be appointed by the Developer and the Applicant(s), whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The seat and venue of the arbitration proceedings shall be at Lucknow only.
57. THAT subject to the arbitration mechanism as aforesaid, the Courts at Lucknow alone shall have the jurisdiction to adjudicate upon all issues and matters arising out of / related to this application form or the transaction contemplated herein.

58. THAT the general terms and conditions as mentioned above are not exhaustive for the purpose of final allotment and sale of the Unit and may further be supplemented and / or amended by the terms and conditions of allotment as mentioned in the Agreement for Sale and thereafter in the conveyance deed.

I / We, the Applicant(s) herein do hereby declare that the above terms and conditions have been read and understood by me / us and the same are acceptable to me / us. I / We the Applicant(s) herein unequivocally agree affirm and undertake to abide by the terms and conditions as mentioned herein.

1st Applicant

2nd Applicant

3rd Applicant

ANNEXE A

DETAILS OF PAYMENT PLAN