

APPLICATION FORM

(DEALER BOOKING- To be filled by the customer making application through Authorised Dealer of Omaxe Ltd.)

M/S OMAXE LTD.
Omaxe House, 7, L.S.C.
Kalkaji, New Delhi – 110019

Dear Sir,

I/We, having examined the tentative plan of the Group Housing Project known as "OMAXE RESIDENCY LUCKNOW" to be developed and constructed by Omaxe Ltd. (hereinafter referred to as "the Company") on land falling in the revenue estate of Village Sarsawa, Sultanpur Road, District Lucknow, (U.P.), hereby apply for allotment of an Apartment/ Flat in the aforesaid Group Housing Project.

I/We agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company the Allotment Letter or the Buyer's Agreement on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/We shall accept the specifications of an Apartment/ Flat and I/we shall pay Basic Cost, Preferential Location Charges, Additional Cost, Maintenance Security, Govt. Levy (on proportionate basis) and the applicable stamp duty etc. as and when demanded by the Company.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of Apartment/Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter/ Buyers' Agreement, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/ cancel this application or I/We fail to sign/ execute and return the Allotment Letter/ Buyers' Agreement within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited.

I/We remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ being booking money for allotment of said Apartment/ Penthouse.

I/We further agree to pay the installments and additional cost as per the Payment Plan (opted by me/us), as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the application/ allotment will be cancelled and the booking/ earnest money alongwith interest, if any due shall be forfeited by the Company. My/Our particulars are given below: -

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

Son / Wife / Daughter of Mr.

Date of Birth Profession Designation

Company / Firm Name

Nationality

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

Residential Address

Office

Tel. Res. Off Mobile

Fax No. E-Mail ID

Marital Status No. of Children

Income Tax Permanent Account No./ Ward No.

PHOTOGRAPH

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

Son / Wife / Daughter of Mr.

Date of Birth Profession Designation

Company/Firm Name

Nationality

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

Residential Address

Office

Tel. Res. Off Mobile

Fax No. E-Mail ID

Marital Status No. of Children

Income Tax Permanent Account No./ Ward No.

PHOTOGRAPH

3. Details of Apartment:

(i) Unit type: _____, (ii) No. _____, (iii) Floor _____

(iv) Tower/ Block _____ (to be filled after allotment) (v) Approx. Built Up Area: _____ Sq. Mt. (.....Sq. Fts)

PARTICULARS	DETAILS	AMOUNT IN RS.
A. BASIC COST		
(i) Basic Sale Price (BSP)	@Rs.....per. Sq. Mtr. (Rs _____ per Sq.ft.)	
(ii) Preferential Location Charges	@Rs.....per. Sq. Mtr. (Rs _____ per Sq.ft.)	
B. ADDITIONAL COST		
(i) Car Parking (Covered/Open)	Rs.....	
(ii) Club	Rs.....	
(iii) External Electrification Cost (E.E.C) & Fire Fighting Equipment Cost (F.F.E.C)	Rs.....	
(iv) Power Back-up Installation Cost (Minimum 3 KVA)	Rs.....	
(v) Electrical Connection	Rs.....	
(vi) Water Connection	Rs.....	
(vii) Sewerage Connection	Rs.....	
(viii) Storm Water Connection		
(vi) Other Cost	Rs.....	
C. MAINTENANCE SECURITY		
(I) Interest Free Maintenance Security (IFMS)	Rs.....	
D. GOVT. LEVY		
(i) External Development Charges (EDC), (subject to revision)	Rs.....	
TOTAL (A + B + C+ D)	Rs.....	
Cost towards enhanced EDC, or some additionally demanded Govt. Levy, Electricity Sub Station Cost, other cost (if any), Stamp Duty, Registration Fee and allied charges/ cost for execution and registration of Conveyance Deed will be additionally payable by the Applicant/ Allottee before possession.		
Payment Plan Option	Down Payment Plan <input type="checkbox"/>	Installment Linked Payment Plan <input type="checkbox"/>
Dealer Name with Signature, Stamp & Dealer Code	Name & Unique ID of Dealer	Signature with Stamp

(DEALER BOOKING)

Name of the Applicant(s)

Signature of the Applicant(s)

This booking has been made through dealer

Note: Persons signing the Application Form on behalf of other person/firm/company shall file proper Authorization / Power of Attorney

Cheques/DD in favour of "OMAXE LTD".

FOR OFFICE USE

Total No. of Applicants _____

Type of Bank Account of Applicants, if NRI/PIO (NRE/ NRO/ FCNR) _____

Remarks:

- _____
- _____

Dealer's Name & _____
Phone No. _____

Booked by _____
(Name with Designation & Signature)

Checked by _____
(Name with Designation & Signature)

Approved by _____
(Name with Designation & Signature)

BASIC TERMS AND CONDITIONS

1. The applicant has applied for provisional allotment of Apartment (**herein after referred to as the said "Unit"**) to be developed and constructed in the Group Housing Project named as "**OMAXE RESIDENCY LUCKNOW**" (hereinafter "**said Project**") to be developed by M/s Omaxe Ltd. (hereinafter referred to as '**the Company**') on land situated in the revenue estate of Village Sarsawa, Sultanpur Road, District Lucknow, (U.P.) under the following terms and conditions:
2. The allotment of the said Unit is entirely at the discretion of the Company. The allotment of the said Unit shall be provisional and shall be confirmed only by signing of Allotment Letter/ Buyer, Agreement on the Company's standard format in this regard which has been read and understood by the applicant(s)/ allottee(s).
3. The applicant(s)/ allottee(s) has fully satisfied himself about the nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per the prevailing byelaws/ guidelines of Lucknow Development Authority, Lucknow (LDA) and/or any other authority and has further understood all limitations and obligations in respect thereof. The applicant/ allottee further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by LDA and/or other authorities in this regard to the Company.
4. The applicant(s)/allottee(s) has examined the tentative plans, designs, and specifications of the said Unit and agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc of the said Unit.
5. The applicant(s)/allottee(s) specifically agrees that application for the said Unit in the said Project is purely tentative and the Company may at its sole discretion decide not allot any or to allot all the said Unit in the said Project to anybody or altogether decide to put at abeyance the project itself without any dispute and protest from the applicant in pursuant to this Application and receipt of part consideration in form of Token Money in this regard.
6. The applicant(s)/allottee(s) agrees that he/ she shall pay the price of the said Unit and other charges calculated on the basis of built-up area, which is understood to include pro-rata share of the common areas in the said Project. It is further understood and agreed by the applicant(s)/allottee(s) that the Built-up area and the Plot area of the said Unit provided herein & subsequently in Allotment Letter/ Buyer(s) Agreement in this regard are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/ increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the allotted plot area/ built-up area of the said Unit, the applicant(s)/allottee(s) shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted plot area/ built-up area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded / adjusted (as the may be) by the Company to the applicant(s) without any protest and demur of the applicant(s) and without any interest therein.
7. The applicant(s)/allottee(s) agrees that the amount paid with the application and in installments as the case may be, to the extent of 25% of sale consideration of the said Unit shall collectively constitute the earnest money to ensure his/her adherence of the terms and condition, as contained herein and subsequently in the Allotment Letter/Buyer(s) Agreement failing which the Company shall be entitled to forfeit the earnest money paid or deposited by the applicant(s)/allottee(s).
8. The Basic Sale Price of the said Unit is firm, save and except increases, which the applicant(s)/allottee(s) hereby agrees to pay due to any exorbitant increase in the cost of construction material or charges, increase in super area, increase in cost/ charges, Lease Rent, External Development Charges, Infrastructural Development Charges, Government rates, taxes, cesses etc. and/ or any other charges which may be levied or imposed by the Government/ statutory authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/ said Project requiring the Company to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the applicant(s)/allottee(s) in proportion to the super area of his Unit to the total super area of all the Units in the said project as and when demanded by the Company.
9. The applicant(s)/allottee(s) agrees to pay Preferential Location Charges (PLC) for preferential location as per the payment plan provided in the Allotment Letter/Buyer(s) Agreement in this regard in the manner and within the time as stated in the Payment plan therein. However, the applicant(s)/allottee(s) has specifically agreed that if due to any change in the layout plan, the said Unit ceases to be in a preferential location, the Company may adjust or refund only the amount of preferential location charges paid by the applicant(s) and such amount shall be adjusted in the last installment as stated in the Payment plan. If due to any change in the layout plan, the said Unit become preferentially located, in such case, the applicant(s)/allottee(s) shall be liable and agrees to pay the amount as and when demanded by the Company as preferential location charges.
10. In addition the applicant (s)/allottee(s) hereby agrees to pay all statutory charges, taxes, cess, service tax and other levies including any incidence of enhancement therein demanded or imposed by the concerned authorities, if any, or taxes of all and any kind by whatever name called, whether levied or leviable presently or in further or with retrospective effect as the case may be from the date of this Application shall be payable proportionately by the applicant(s)/allottee(s) from the date of booking prior to the execution of the sale deed/conveyance deed in this regard. If such charges are levied or increased (including with retrospective effect) after the sale deed/conveyance has been executed then these charges shall be treated as unpaid sale consideration price of the said Unit and the Company shall have lien on the said Unit for the recovery of such charges from the applicant(s) and the applicant(S) agrees to pay the same either directly to the concerned authorities or if paid by the company, reimburse the same to the Company on pro-rata basis on demand being raised by the Company on him/her in this regard.
11. Timely payment of installments of Basic Sale Price and Allied Charges pertaining to the said Unit is the essence of the terms of the booking/ allotment. However in the event of breach of any of the terms and conditions of the allotment by the applicant(s)/ allottee(s), the allotment will be cancelled at the discretion of the Company and the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments shall stand forfeited/ deducted from the booking money/ installment amount. The balance amount shall be refundable to the applicant(s)/allottee(s) without any interest, after the said Unit is allotted to some other intending applicant and after compliance of certain formalities by the applicant(s)/allottee(s). Further, if any discount/ concession has been given by the Company in the Basis Sale Price/ in the payment term to the applicant(s)/allottee(s) in lieu of consensus of the applicant(s) for timely payment of installments and other allied charges, then the applicant(s)/allottee(s) hereby authorizes the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the applicant hereby agree to pay immediately. The Company, however, in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for upto one month delay from the due date of payment and @ 24% p.a. thereafter on all outstanding dues from their respective due dates.

Signature of the Applicant(s)

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12. The company has defined the standard of internal development and in case of any change at a later stage in the specifications of internal development thereby resulting in the Company incurring any extra charges on account of such changes, the same shall be recovered on pro-rata basis from the applicant(s) and shall be payable as and when demanded by the Company.
13. The price of the said Unit is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, culverts, laying of underground cabling, fixing poles and making provision for electrification and street lighting, laying of pipes and constructing underground/overhead water tanks for water supply, sewerage line and providing road side horticulture, development of parks etc. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the said Project.
14. The basic selling price of the said Unit does not include the cost for external electrification, water and sewerage connection, power backup, storm water connection, lease rent, interest free Advance Maintenance Security, club, electricity meter connection cost etc. and other administrative cost and expenses, which shall be payable by the applicant(s)/allottee(s) in addition to the basis price of the said Unit. The applicant(s)/allottee(s) shall pay the amount to the Company on demand.
15. The applicant(s)/allottee(s) agrees that if any reserved covered parking space(s) allotted to him for his use, the same shall be understood to be together with the said Unit as its integral part and the same shall not have independent legal entity detached from the said Unit. The Buyer(s) undertakes not to sell/ transfer/ deal with the reserved covered parking space independent of the said Unit. The Buyer(s) undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the said Land. The Buyer agrees that the allotted parking space is only for right to use and the Buyer shall not press the Company to transfer the title of the said parking space in its favour. The Buyer(s) agrees and confirms that the reserved covered parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, and repossession etc. of the said Unit under any of the provisions of this Agreement. Further, the Buyer agrees that the car parking opted at the time of application/ allotment is tentative and the same shall be confirmed at the time of offer of possession of the said Unit as per actual availability.
16. It is agreed by the parties, that the Fire fighting equipment and/or preventive measures may be installed by the Company in the common area/ township if required by any law/ byelaws, order or directions or guidelines of the Government/ any Statutory Authority/ Body or if deemed necessary by the applicant(s)/allottee(s) and the costs thereof shall be chargeable extra from the applicant(s)/allottee(s) on pro-rata basis.
17. The applicant(s)/allottee(s) agrees that specifications shown in the brochure/ pamphlet/ advertisings etc. are indicative only and that the Company may on its own provide any additional/ better specifications and/ or facilities other than those mentioned in the brochure/ pamphlet/ advertisings etc. due to technical or aesthetic reasons including due to non availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/ said Unit. The applicant(s)/allottee(s) agrees to pay for the cost of additional/ better specifications and/or facilities as additional cost proportionately or as the case may be, as and when demanded by the Company.
18. The applicant(s) hereby agrees that in case of cancellation of booking or assignment of allotment right of the said Unit, he shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
19. All payments by the applicant(s) shall be made to the Company through demand drafts/ cheques drawn upon scheduled banks in favour of "Omaxe Ltd.." payable at Par only. If any of the cheque(s) submitted by the applicant(s)/allottee(s) along with this application form and subsequently with and for the allotment letter is dishonored then the allotment/booking of the said Unit may be deemed to be cancelled and the Company will not be under any obligation to inform the applicant about the dishonor of the cheque or cancellation of the allotment/booking. The applicant(s) will not be entitled to tender new cheque in place of dishonored cheque unless or otherwise agreed by the Company. It is further agreed that this application form shall be processed only after Cheques tendered by the applicant along with this application form are fully encased.
20. Assignment of allotment of the said Unit by the applicant(s)/ allottee(s) may be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of booking/ allotment as case may be.
21. The maintenance of the common areas will be carried out by the maintenance agency but those inside the said Unit will be carried out by the applicant(s) only and further the applicant(s) shall responsible for proper transportation of all waste, garbage, refuse etc. by using covered cans/bags as biodegradable and non biodegradable waste.
22. In order to provide necessary maintenance services the Company may, after offer of possession of the said Unit to the applicant(s)/ allottee(s), hand over the maintenance of the said Project to any body corporate or an association (hereinafter referred to as "Maintenance Agency") as the Company may in its sole discretion deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the Project buildings including landscaping and common lawns, water bodies and other common areas of the Project will be undertaken by the Company or its nominated Maintenance Agency. The applicant(s)/allottee(s) agrees and consents to the said arrangements. The applicant(s)/allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominated Maintenance Agency from time to time depending upon the maintenance cost. Any delay in making payment will render the applicant liable to pay interest @18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common areas and services.
23. The applicant(s)/allottee(s) agrees to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the applicant(s)/allottee(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The applicant(s)/allottee(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the said Unit is physically occupied by the applicant(s)/allottee(s) or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the applicant(s)/allottee(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further the applicant(s)/allottee(s) hereby authorizes the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and hereby agrees that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, the applicant(s)/allottee(s) hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, the applicant(s)/allottee(s) shall pay maintenance charges along with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle the applicant(s)/allottee(s) to the enjoyment of common services including electricity, water etc.

Signature of the Applicant(s)

Signature of the Applicant(s)

24. It is clearly understood and agreed by the applicant(s) that he/she shall have no right to claim partitions of the said land and /or common areas/facilities. The possession of the common area remains with the Company or the maintenance agency appointed by the Company and is not intended to be given to the applicant(s) except a limited right to user subject to payment of all such charges.
25. Applicant, having NRI/ PIO status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the Company will not be liable in any manner on such account.
26. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Unit may be availed by the applicant(s). However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant(s) shall not make such refusal an excuse for non-payment of further installments/dues. In case of the applicant(s) who have opted for long term payment plan arrangement with any financial institutions/banks, the conveyance of the said Unit in favour of the applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions/banks.
27. The applicant(s)/allottee(s) hereby agrees that the Company and/or its nominee shall manage the Club (if any) and may invite persons other than applicant(s)/allottee(s) of Apartment/ Flat in the said Project for club membership. The applicant shall not interfere in the management and/or maintenance of the Club in any manner whatsoever and shall be entitled to avail the Club facilities/ services as per the rules and regulations of the Club. It is clarified that the applicant(s)/allottee(s) shall not have any ownership right in the Club, its equipment, buildings & constructions and in the land underneath whether its management is done by the Company and/ or its nominee appointed for this purpose.
28. The applicant(s)/allottee(s) shall before taking possession of the said Unit, must clear all the dues towards the said Unit and have the Conveyance Deed for the said Unit executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses. The applicant shall be fully responsible for paying any deficient stamp duty and other charges to the Govt. authorities. Unless a Conveyance Deed is executed and registered, the Company shall continue to have all authority over the said Unit and all amounts paid by the applicant(S) under this Application form and subsequently in the Allotment Letter/Buyers Agreement in this regard shall merely be a token payment for allotment/purchase of the said Unit and shall not give him/her any lien or interest on the said Unit unless and until she/he has complied with all the terms and conditions of this Application Form and subsequent Allotment and Conveyance of the said Unit has been executed and registered in his favour.
29. The applicant(s)/allottee(s) shall use/cause to be used the said Unit for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the said Unit and forfeiture of the earnest money and other dues as stated in Clause 6 hereinabove and the applicant/allottee will have to compensate the Company for all other losses resulting therefrom.
30. The Company shall put its best efforts to complete the development of the Unit within 30 (Thirty) months or within an extended period of six months from the date of signing of Allotment Letter/ Agreement, as the case may be, by the applicant(s)/ allottee(s) in this regard. However the computation of the development period commence only after the receipt of confirmation regarding provisional allotment of the said Unit by the Company and same always be subject to force majeure conditions mentioned in this application form and subject to various said Unit applicant(s)/Allottee(s) making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons including untimely payment by the applicant(s)/allottee(s) and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the applicant(s)/allottee(s). The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Govt. holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.
31. The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Application Form if such performance is prevented, delayed or hindered by act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company. Further, the Company shall not be held liable for any delay in offer of possession of the said Unit to the Applicant(s)/Allottee(s) if the delay is caused as a result of any Act, Order, Rule, Notifications etc. of the Government or any competent Authority or due to delay in sanction of layout/ zoning plans/ grant of completion/ occupation certificate by the Competent authority or due to carrying out any alternate/additional work demanded by the Buyer(s) in the said Unit at any point of time during development of the said Unit. However, in case of delay in construction of the said Unit attributable to delay of Company subject to Clause herein, the Company would pay to the Buyer a sum of Rs. 5/- (Rupees Five only) per sq. ft. per month for the Super Area for the period of delay. However in case the buyer(s) fails to adhere the terms and condition provided in this Application Form/ Allotment Letter/ Agreement or default in making any timely payment as per payment plan opted by him, on such eventuality Buyer(s) hereby agrees not to claim any penalty for delay in construction of the said Unit or offer of possession of the said Unit.
32. The Company shall after completion of the development of the said Unit, offer in writing to the applicant(s)/allottee(s) to take over, occupy and use the said Unit within thirty (30) days from the date of offer of possession and the Company shall hand over the Unit to the applicant(s)/allottee(s) for his occupation and use subject to the applicant(s)/allottee(s) having complied with all the terms and conditions of Application Form/ subsequent Allotment Letter/ Buyer(s) Agreement etc. in this regard. If the applicant(s)/allottee(s) fails to take over the said Unit as aforesaid within the time limit prescribed by the Company in its notice, the said Apartment /Flat shall lie at the risk and cost of the applicant(s)/allottee(s) and the Company shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the said Unit or for any other purpose. Further it is agreed by the applicant(s)/allottee(s) that in the event of his failure to take over the said Unit in the manner as aforesaid, the applicant(s)/allottee(s) shall pay to the Company holding penalty at the rate of Rs. 5/- (Rupees Five only) per sq. ft. of the built-up area of the said Unit per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Unit till the entire holding penalty with applicable over due interest at the rates as prescribed in this Application Form is fully paid.
33. The applicant(s)/allottee(s) after taking possession of the said Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession of the said Unit by the applicant(s)/allottee(s) or his authorized representative.

Signature of the Applicant(s)

Signature of the Applicant(s)

34. In case of any supervening event like acquisition or any other decision of the Government or Local Authorities, the company is unable to complete the development/ construction of the said Unit, The Buyer(s) shall remain obliged to make payment to the Company proportionate to the extent of the completion thereof and as may be certified by the Architect of the Company. The decision so made shall be final. However the Buyer(s) shall be entitled to transfer of the right to receive the compensation (if any) of the Company from the Government in respect of the said Unit.
35. The applicant(s)/allottee(s) shall have no objection in case the Company creates a charge/mortgage/ securitization of receivables on the project land/said Unit during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be got vacated before execution of sale deed/transfer deed in this regard. The Company/ Financial Institution/Bank shall always have the first lien/charge on the said Unit /project land in respect of the loan granted for the purpose of the construction of the said Tower/Project.
36. Detailed terms and conditions shall form part of the Allotment Letter/Buyer's Agreement which the applicant(s)/allottee(s) shall execute on confirmation of allotment.
37. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s)/allottee(s) that reference shall be made to the detailed terms of the Allotment Letter/Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by the applicant(s)/allottee(s).
38. The applicant(s)/allottee(s) hereby confirms and agrees that towards its application/booking of the said Unit, the Company may honor only written commitment made by the Commercial Head of the Company. The Commercial Head of the Company is only authorized signatory of the Company in this regard. If any oral/ written commitment made by the any other person to the applicant(s)/ allottee(s) on such eventuality the Company will not be liable to honor such commitment.
39. The applicant(s) agrees that , if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority refuses, delays, withholds , denies the grant of necessary approvals for the said Unit and or said Project for if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority become subject matter of any suit/writ before a competent court or due to force majeure conditions or any reason beyond the control of the Company, the Company, after provisional and/or final allotment, is unable to deliver the said Apartment and/or allotted parking space to the applicant for his/her occupation and use, the applicant agrees that the Company shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
40. If for any reason the Company is not in a position to allot the said Unit applied for, the Company may consider for an alternate allotment for the said Unit of having more or less similar area and specification and the applicant(s) agrees to take such alternative allotment of the Unit without any protest or demur..
41. The applicant(s)/allottee(s) confirms that the Company reserves right to transform the Project from the High rise to Low rise vice-versa at any time for betterment of the Project and in such case the applicant(s) agrees to cooperate with the Company in this regard and continue with his booking of unit in the said Project.
42. The Allotment in pursuant to this Application is subject to the terms and conditions of sanction of layout plan and/or licenses issued by Town Planning Authority (herein LDA) or any other Competent Authorities in respect of the said Land/said Project to the Company and the applicant(s) hereby accept and agrees to abide by the same.
43. The applicant(s)/allottee(s) shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. In all communications the reference of the allotted said Unit must be mentioned clearly.
44. In case there are joint applicants/allottees, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicant(s)/allottee(s).
45. The applicant(s) have read and understand the terms and condition herein. The terms and conditions herein are to be read in conjunction with the Allotment Letters/ Buyers Agreement, sale/ conveyance and post maintenance agreement and letter sent by the Company, specific to the project.
46. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant(s)/allottee(s), the allotment will be cancelled and the earnest money as mentioned in hereinabove shall be forfeited and the applicant(s)/allottee(s) shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
47. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/ New Delhi. The Courts at Lucknow and Delhi alone shall have jurisdiction in case of any dispute.
48. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

Declaration:

I/We the undersigned applicant (Sole/First and Second Applicant), do hereby declare that the above mentioned particulars/ information given by me/us are irrevocable, true and correct to the best of my Knowledge and belief to be true and nothing has been concealed therefrom. I/we have gone through the terms and conditions written herein above (i.e. the instant Application Form) and accept the same without any coercion, inducement, enticement etc., The terms and conditions shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/We declare that in case of non- allotment of the said Unit, my /our claim shall be limited only to the extent of amount paid by me/us in relation to this application form and subsequently Allotment Letter/ Agreement in this regard. I/We further undertake to inform the Company of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us.

Name of the Applicant(s)

Signature of the Applicant(s)