

APPLICATION FORM**Number****Date:** / /**To,**

Lohia Developers (India) Private Limited
 Lakri Fazalpur, Delhi Road, Moradabad,
 Uttar Pradesh – 244001.

Subject: Application Form for Booking of Residential/Commercial Unit.**Dear Sir/Madam,**

I/We, the undersigned, hereby apply for the provisional allotment of a Residential Villa (hereinafter referred to as the “Unit”) in your project named “*LOHIA ONE*” (the “Said Project”), being developed under a lawful arrangement by M/s Lohia Developers (India) Private Limited (hereinafter referred to as the “Promoter”) on land situated at Opposite Sector 6, Pakbada, New Moradabad, Uttar Pradesh.

In the event that you agree to allot the Said Unit, I/We agree and undertake to abide by the basic terms and conditions attached to this application form and forming part thereof. I/We also agree to sign and execute, as and when required by the Promoter, the Allotment Letter and/or the Agreement to Sale and agreement for individual membership for club in the Promoter’s standard format, which complies with the format specified by the UP RERA Authority, I/We further agree to accept the specifications pertaining to the Unit and to pay the Price of the Said Unit, Preferential Location Charges, Additional Costs, Government Levies/Taxes, Maintenance Deposit, Possession Charges, Stamp Duty, and any other applicable charges, as and when demanded by the Promoter.

I/We clearly understand that this application does not constitute an agreement for sale, and I/We do not become entitled to the allotment of the Said Unit, notwithstanding the fact that the Promoter may issue a receipt acknowledging the money tendered with this application. The allotment shall only become final and binding upon the Promoter after I/We sign and execute the Agreement to Sale, any Addendum to the Agreement for Sale (if applicable), and/or such other documents as may be required by the Promoter, depending on the option availed.

MY/OUR PARTICULARS ARE GIVEN HEREINAFTER:**1. FIRST/SOLE APPLICANT**

Name: _____
 Son/Wife/Daughter of: _____
 Date of Birth: _____
 PAN No.: _____
 Aadhar No.: _____
 Marital Status: _____
 Nationality: _____

PROMOTER

ALLOTTEE

CO-ALLOTTEE

Residential Status: Resident/Non-Resident
Permanent Address: _____
Correspondence Address: _____

Contact Number:
Residence: _____
Office: _____
Mobile: _____
E-mail ID: _____

PERSONAL DETAILS

Occupation/Business: _____
Name of the Employer/Business: _____
Address of the Employer/Business: _____
Contact No.: _____
Annual Income: _____

FUNDING DETAIL

The purchase consideration shall be paid out of
Own Sources/Savings/Investments
Financing from bank/Financial Institutions
Quantum of Loan to be raised Rs.: _____

2. CO-APPLICANT

Relation with primary applicant: _____

Name: _____
Son/Wife/Daughter of: _____
Date of Birth: _____
PAN No.: _____
Aadhar No.: _____
Marital Status: _____
Nationality: _____
Residential Status: Resident/Non-Resident
Permanent Address: _____
Correspondence Address: _____

Contact Number:
Residence: _____
Office: _____
Mobile: _____
E-mail ID: _____

PERSONAL DETAILS

Occupation/Business: _____
Name of the Employer/Business: _____

Address of the Employer/Business: _____
Contact No.: _____
Annual Income: _____

3. CO-APPLICANT

Name: _____
Son/Wife/Daughter of: _____
Date of Birth: _____
PAN No.: _____
Aadhar No.: _____
Marital Status: _____
Nationality: _____
Residential Status: Resident/Non-Resident
Permanent Address: _____
Correspondence Address: _____

Contact Number: _____

Residence: _____
Office: _____
Mobile: _____
E-mail ID: _____

PERSONAL DETAILS

Occupation/Business: _____
Name of the Employer/Business: _____
Address of the Employer/Business: _____
Contact No.: _____
Annual Income: _____

[If the Applicant is a Company/ Firm]

Name of Company/Firm: _____
Registered Address: _____
Incorporation Date: _____
Incorporation/CIN Number: _____
PAN No.: _____
GST No.: _____

Contact Number: _____
Office: _____
Mobile: _____
E-mail ID: _____

Nature of Business of the Company/Firm: _____
Correspondence Address (if different from registered address): _____

Authorized Signatory Details:

Name of Authorized Signatory: _____
Designation of Authorized Signatory: _____
Address of Authorized Signatory: _____

Contact Number:

Residence: _____
Office: _____
Mobile: _____
E-mail ID: _____

[OR]

[If the Applicant is a Partnership Firm]

Name of Company/Firm: _____
Registered Address: _____
Date of formation _____
Details of Registration/Number: _____
PAN No.: _____
GST No.: _____

Contact No.:
Office.: _____
Mobile: _____
E-Mail ID: _____

Nature of Business of the Company/Firm: _____
Correspondence Address (if different from registered address): _____

Authorized Signatory Details:

Name of Authorized Signatory: _____
Designation of Authorized Signatory: _____
Address of Authorized Signatory: _____

Contact Number:
Residence: _____
Office: _____
Mobile: _____
E-Mail ID: _____

DETAILS OF UNIT APPLIED FOR

Unit Type & Unit No.: _____

Plot Size (Sq. Yds./Sq. Mtr.): _____
 Carpet Area (Sq. Ft./Sq. Mtr.): _____
 Built Up (Sq. Ft./Sq. Mtr.): _____
 Saleable Area (Sq. Ft./Sq. Mtr.): _____

Amount Payable

S.No.	Particulars	Unit Price	Taxes (GST)	Total
1	Sale Price			
2	Preferential Location Charges			
	Park Facing Charges: 2% on Sale Price			
	Corner Charges: 1% on Sale Price			
	Road Facing Charges (12 meter): 1% on Sale Price			
	Club facing: 1% on Sale Price			
3	Car Parking			
4	Club Membership			
5	Interest Free Maintenance Security Deposit			
6	EDC (External Development Charges)			
7	IDC (Internal Development Charges)			
8	Other Charges, if any			
	Total			

(Subject to Addition/Modification/Alteration in Taxes, Cess, Duties)

Amount Paid with Application

Paid Rs..... (in words.....)
 vide cheque/DD No./ RTGS/ NEFT.....Dated.....
 Drawn on (Bank).....Branch.....City.....IFSC Code.....
 Favoring Lohia Developers (India) Pvt Ltd. Collection Account for Lohia One.

Construction Linked Plan	
Milestone	Percentage (%) of Total Sale Price
On Booking	10%
Within 45 Days of Booking	10%
On Excavation of Land	10%
On Completion of Foundation & Plinth	10%

PROMOTER

ALLOTTEE

CO-ALLOTTEE

On Laying of Roof Slab of Ground Floor + Club 100%	10%
On Laying of Roof Slab of First Floor+IDC+EDC(100%).	10%
On Commencement of Brick Work & Internal Plaster	20%
On Commencement of Electrical and Plumbing+IFMS (100%).	10%
On Commencement of Flooring & Finishing	5%
On Offer of Possession with Possession Charges	5%
Total	100%

Down Payment Plan	
.....Discount on Basic Sale Price	
Milestone	Percentage (%) of Total Sale Price
On Booking	10%
Within 30 Days of Booking+ Other Charges	85%
On Offer of Possession with Possession Charges + possession charges	5%
Total	100%

Flexi Plan (25:25:25:25)	
Milestone	Percentage (%) of Total Sale Price
On Booking	10%
Within 15 Days of Booking	15%
On Laying of Roof Slab of Ground Floor	25%
On Laying of Roof Slab of First Floor+ other charges	25%
On Offer of Possession + possession charges	25%

Total	100%
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Please Mention Opted/Selected Payment Plan.....

MODE OF BOOKING

- A. Direct_____
- B. Channel Partner_____
- C. Employee Referral_____

Employee Name: _____
 Employee Code: _____

CHANNEL PARTNER INFORMATION

Channel Partner Name: _____
 Channel Partner Address: _____

Channel Partner Signature & Stamp _____
 Channel Partner RERA Reg. No.: _____
 Channel Partner Contact No.: _____

Channel Partner Email _____

DECLARATION

I/We hereby solemnly declare that the above particulars provided by me/us are true to the best of my/our knowledge and belief. I/We shall furnish any additional information if required. In the event of any delay on my/our part in furnishing the particulars requested by the Promoter, it shall be at the discretion of the Promoter to reject my/our application. The Promoter/Promoters have no obligation or liability to allot a unit to me/us. In the case of any doubt or difficulty arising from the interpretation of the terms and conditions, I/We shall abide by the decision of the Promoter, which shall be final and binding on me/us.

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

Date: _____
 Place: _____

NOMINATION FORM

Name: _____
 Date of Birth: _____
 PAN No.: _____
 Sex: _____

Relationship with the First Applicant/Co-Applicant: _____
 Address: _____

Specimen Signature (Nominee)

I certify that Mr./Mrs./Ms. _____, son/wife/daughter of _____, has signed in my presence, and I verify his/her signature.

Signature of Applicant(s):

WITNESS

1. Signature: _____
 Name: _____
 Address: _____
 Contact No.: _____

2. Signature: _____
 Name: _____
 Address: _____
 Contact No.: _____

FOR OFFICE USE ONLY

1. APPLICATION

Accepted _____
 Rejected _____

2. DETAILS OF UNIT ALLOTTED

Unit Type & Unit No.: _____
 Plot Size (Sq. Yds./Sq. Mtr.): _____
 Carpet Area (Sq. Ft./Sq. Mtr.): _____
 Built Up (Sq. Ft./Sq. Mtr.): _____
 Saleable Area (Sq. Ft./Sq. Mtr.): _____

S.No.	Particulars	Unit Price	Taxes (GST)	Total
1	Sale Price			
2	Preferential Location Charges			

	Park Facing Charges: 2% on Sale Price			
	Corner Charges: 1% on Sale Price			
	Road Facing Charges (12 meter): 1% on Sale Price			
	Club facing: 1% on Sale Price			
3	Car Parking			
4	Club Membership			
5	Interest Free Maintenance Security Deposit			
6	EDC (External Development Charges)			
7	IDC (Internal Development Charges)			
8	Other Charges, if any			
	Total			

(Subject to Addition/Modification/Alteration in Taxes, Cess, Duties)

Authorized Signatory

Date:

Place:

ALLOTMENT

1. The Applicant(s) has applied for the provisional allotment of a unit with full knowledge of, and subject to, all laws, bye-laws, notifications, and rules applicable to the project, which have been duly explained by the Promoter/Co-Promoter and understood by him/her/them.
2. The Applicant(s) agrees that the allotment of the unit is entirely at the discretion of the Promoter, who reserves the right to reject any application without assigning any reason thereof. It is further agreed that possession of the unit may not be given by the Promoter to the Applicant(s) until all payments, dues, taxes, duties, etc., have been cleared by the Applicant(s) at the time of execution and registration of the sale deed.
3. Notwithstanding anything contained in this application, the Applicant(s) understands that the application will be considered valid, enforceable, and proper only upon realization of the amount tendered along with this application.
4. I/We agree to strictly abide by the sanctioned plan, design, and outer elevation of the said space and, under no circumstances, to undertake any addition, alteration, or change to the said space, including openings, after taking possession of the said unit.

TITLE

PROMOTER

ALLOTTEE

CO-ALLOTTEE

5. The Applicant(s) has satisfied himself/herself/themselves regarding the interest and title of the Promoter in the land on which the said project/unit is being constructed and has understood all limitations and obligations in respect thereof.
6. Before applying for the allotment of the said unit, I/We have verified the terms and conditions of allotment and the price of the said unit with other developers in the vicinity and have fully satisfied myself/ourselves regarding the terms, conditions, price of the said unit, and the nature of rights, title, and interest of the Promoter in the said project. The project is being developed/constructed by the Promoter as per prevailing by-laws/guidelines of the concerned competent authority and subsequent amendments thereof. I/We have further understood all limitations and obligations in respect thereof. I/We further agree and undertake to abide by the terms and conditions of all permissions, sanctions, directions, etc., issued by the competent authority to the Promoter in this regard.

LAYOUTS AND PLANS

7. The Applicant(s) has seen, understood, and accepted the approved plans, specifications, amenities, and facilities to be provided in the project/unit.
8. The Applicant(s) agrees and undertakes to abide by the terms and conditions of all permissions, sanctions, or directions issued by the concerned authority and shall not interfere with the implementation of the layout, plans, and drawings. Furthermore, the Applicant(s) shall not modify the internal/external structure or scheme, even at a later stage, to maintain the harmony and spirit of the project.
9. The Applicant(s) understands and agrees that the Promoter may make changes to the approved layout plan, sanctioned plan, specifications, and the nature of fixtures, fittings, and amenities of the project as per the provisions of the Real Estate (Regulation and Development) Act, 2016, and the Rules and Regulations framed thereunder by the concerned State Government. The Promoter is entitled to make minor additions or alterations as required or such minor changes as may be necessary for architectural and structural reasons, duly recommended and verified by an authorized Architect or Engineer, with proper declaration and intimation to the Applicant(s).
10. The area of the unit may increase or decrease upon actual construction, and this shall be considered as per the provisions of applicable laws or the terms and conditions of the Agreement for Sale. Accordingly, the price of the unit may be adjusted, and the Applicant(s) agrees to pay the recalculated balance (if any) as per the terms and conditions of the agreement.
11. For a unit in a prime location, the Applicant(s) shall be liable to pay applicable prime location charges.
12. In cases where the Promoter proposes a revision in the layout plan of the project with the consent of the Applicant(s), and the said unit subsequently becomes or ceases to be in a preferential location, the Promoter shall either refund or demand preferential location charges without any interest. The Applicant(s) hereby agrees to pay, be refunded, or have the amount adjusted in the last instalment, as stated in the payment plan opted by him/her/them.

AGREEMENT FOR SALE/ALLOTMENT LETTER

13. The Applicant(s) agrees to sign and execute, as and when desired by the Promoter, the allotment letter and/or the Agreement for Sale in adherence to the provisions of the

Real Estate (Regulation and Development) Act, 2016, and the Rules and Regulations framed thereunder by the concerned State Government, in the prescribed format provided by the Promoter.

PAYMENTS

14. Notwithstanding anything contained herein in this application, I/We understand that my/our application will be considered valid and proper only upon realization of the amount tendered along with this application.
15. The Applicant(s) agrees to pay the sale price of the unit, along with any additional charges, taxes, duties, and cesses, as fixed and informed by the Promoter.
16. The expenses for stamp duty, etc., for the execution of any legal document such as the Agreement for Sale, Sale Deed, etc., along with legal fees, miscellaneous charges, and registration charges etc, shall be borne by the Applicant(s). Any penalty or fine for delay in the execution or registration of legal documents shall also be solely borne by the Applicant(s).
17. All payments shall be made on time as per the schedule of payments/payment plans mentioned in the Application Form and/or as may be demanded by the Promoter from time to time, without any reminders from the Promoter. Payments shall be made through Cheque/DD/NEFT/RTGS issued in favour of Lohia Developers (India) Pvt. Ltd. collection account for Lohia One, payable at Moradabad. A/c No. 43711463236, Bank Name – State Bank Of India, Branch Name- Commercial Branch, Civil Lines, Moradabad, IFSC Code- SBIN0004113, Branch Code- 4113.

In case RTGS/NEFT is done by the Applicant(s) and the same is not informed to the Promoter, under such circumstances, a receipt for such a deposit may not be issued, and the Applicant(s) agrees not to raise any complaints regarding the same.

19. In case the Applicant(s) opts to pay in advance of the scheduled payment plan, a suitable discount may be allowed at the sole discretion of the management. However, the completion schedule shall remain unaffected.
20. The Applicant(s) agrees to pay the balance amount as per the payment schedule provided by the Promoter. The Applicant(s) understands that timely payment is essential to the terms of booking. If the Applicant(s) delays payment of any amount due, he/she/they shall be liable to pay interest at the rate prescribed in the applicable rules.
21. As the construction of the unit depends on the timely payment of instalments, any delay in payment by the Applicant(s) will result in a delay in possession, for which the Promoter will not be held responsible. The Applicant(s) shall not be entitled to any penalty or compensation from the Promoter for delayed possession due to late payment of instalments by him/her/them.
22. The Applicant(s) agrees to pay extra charges for any additional facilities provided by the Promoter in the future during construction.
23. The Applicant(s) agrees that in case any payment is made toward the said unit from a third-party account, such third party shall have no claim on the said unit against the payment made. The Promoter shall not be liable or responsible for any inter-se transactions between the third party and the Applicant(s). In the event of such a payment, the Applicant(s) agrees to submit a declaration signed by the third party to the Promoter. Upon receipt of this declaration and realization of the payment, the

Promoter shall issue a receipt for the payment made by the Applicant(s) from the third-party account.

24. Apart from the above-mentioned charges, expenses for electricity connection, Electrical Infrastructure Development Charges, gas connection, maintenance charges, club maintenance charges, water and sewerage connection, dual meter, FTTH (Fiber to the home), or any other services will be charged extra at the time of possession offer.

NOTE:

25. In case the cheque comprising the registration amount is dishonoured for any reason, the "Promoter" reserves the right to cancel the registration without providing any notice to the Applicant(s).
26. All amounts received from the intending Allottee(s), other than resident Indians, shall be from an NRE/NRO/Foreign Currency account only as per FEMA guidelines.

CANCELLATION

27. In the event that the Applicant(s) cancel the application within 7 (seven) days from the date of application, he/she/they shall be entitled to a refund of the amount paid, subject to the deduction of any applicable taxes, administrative charges, duties, cess, or other expenses that have been remitted by the Promoter to the relevant department or authority in relation to the said Unit.

28. In the event that the Applicant(s) cancel the application after 7 (seven) days from the date of filing and submitting the application form along with the booking amount, the Applicant(s) are not entitled to a refund of the booking amount, and the allotment shall be deemed cancelled. The Promoter shall return 50% (fifty percent) of the balance amount, if any (after deduction of booking amount), to the Applicant within 45 (forty-five) days of such cancellation/withdrawal of booking, and the remaining 50% (fifty percent) of the amount shall be paid on re-allotment of the Unit to new Applicant(s) or at the end of 1 (one) year from the date of cancellation/withdrawal of booking by the Applicant(s), whichever is earlier.

29. The Applicant(s) shall submit and comply with all formalities with respect to such refund, i.e., submission of affidavit undertaking, application, consent letter, settlement letter, payment receipts, etc.

30. In the event that the Applicant(s) fail to make payments in accordance with the payment plan annexed hereto, notwithstanding receipt of notice, the Applicant(s) shall be obligated to pay interest at a rate equivalent to the Marginal Cost of Lending Rate (MCLR) of the State Bank of India plus an additional 1%, unless otherwise stipulated by the applicable Rules. Should the Applicant(s) fail to comply with the payment schedule, the Promoter shall issue reminders up to the third level. Should the default continue unabated, the Promoter shall proceed to issue a notice of cancellation, following which the allotment shall be deemed cancelled.

31. In the event of cancellation of the unit, the Applicant shall have no right, lien, or interest in the said unit, and the Promoter shall have the sole right to sell the said unit to any other person at its sole and absolute discretion.

32. The Applicant(s) hereby agree that in case of cancellation of the booking of the said unit, he/she/they shall submit a 'No Objection Certificate' from the concerned dealer/Channel Partner, if any, in this regard.

POSSESSION

33. The Promoter shall endeavor to give possession of the unit to the Applicant(s) within the committed period, unless there is a delay due to force majeure circumstances or any other reasonable circumstances, and on receipt of all payments as per the installment/payment plan from the date of booking, and upon receipt of complete payment of the total sale price and other charges due and payable up to the date of possession, according to the payment plan applicable to him/her/them.

34. The Applicant(s) agrees that the sale of the unit is subject to the force majeure clause, which inter alia includes cases of war, flood, drought, cyclone, earthquake, or any other natural calamity caused by nature affecting the regular development of the real estate project. The Promoter shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the said premises on account of force majeure circumstances.

35. It is understood and agreed that, as per the provisions of RERA, the proportionate undivided share in the common area would be transferred to the Association of Allottees or the competent authority, as the case may be, and not to the customer/buyer.

36. I/we agree and undertake that upon the offer of possession of the said unit, I/we shall clear all the dues towards the said unit.

37. The Applicant(s) shall, after taking possession or deemed possession of the said unit, as the case may be, or at any time thereafter, have no objection to the Promoter constructing or continuing with the construction of the project building or other building(s)/villa(s) adjoining the unit sold to the allottee.

33. After taking possession of the unit, the Applicant(s) shall have no claim against the Developer regarding any structural defect, or any other defect in workmanship, quality, provision of services, or any other obligations of the Developer.

MAINTENANCE

34. The Applicant(s) of the unit shall pay the necessary charges, including the security deposit, for maintaining and upkeeping the unit and common area, providing various services as determined by the Promoter or its nominated agency, as and when demanded by the Promoter or its nominee. This arrangement will be carried out until the services are handed over to the Association of Allottees or the competent authorities, as the case may be. The Applicant(s) agree(s) and consent to this arrangement and will not question the same, singly or jointly with other Applicant(s).

35. The advance maintenance charges would be calculated and demanded based on a tentative estimation, which shall be subject to change as per actuals at the time of the offer of possession of the said unit space. In case of any increase or decrease in the said amount, the same shall be additionally paid by me/us on demand or adjusted in the subsequent bills.

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

I/we hereby agree to pay the Promoter an Interest-Free Maintenance Security (IFMS) in order to secure adequate provision of maintenance services and for my/our due performance in paying promptly the Maintenance Charges/Bills as and when demanded by the Promoter/Maintenance Agency and other charges as raised by the Promoter/Maintenance Agency from time to time.

The Applicant agrees and confirms that the Applicant shall not hold the Promoter responsible for any act, omission, commission, or deficiency in services of any nature whatsoever on the part of the Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortious, vicarious, civil, or criminal) for its acts, commission, or omission in rendering services to the Applicant in terms of the Maintenance Agreement. The Applicant hereby expressly discharges the Promoter from the effects of any act, omission, negligence, or deficiency in services on the part of the Maintenance Agency.

36. The Applicant(s) hereby agrees to become a member of the Association of Allottees (AOA)/Resident Welfare Association(RWA) for availing the maintenance services of the project upon the Promoter handing over the same to the AOA/ RWA. The Applicant(s) hereby agrees to join the said AOA/RWA. Further, the Applicant(s) shall enter into a separate maintenance agreement.

37. The Applicant(s) consents to allow the maintenance staff to enter their unit/duct, etc., for cleaning, maintaining, or repairing the pipes, leakage, seepage, or any other issues in their unit or any other unit.

INDEMNIFICATION

38. The Applicant(s) shall indemnify and keep the Promoter, its agents, employees, representatives, estate, and effects indemnified and harmless against all actions, proceedings, losses, costs, charges, expenses, or damages suffered by or caused to the Promoter by reason of any breach, non-observance, or non-performance of the terms and conditions contained herein by the Applicant(s), and/or due to non-compliance with any rule, regulation, or law as may be laid down by any authority, department, or government, and/or non-payment of municipal taxes, charges, and other outgoings in respect to the said unit. The Applicant(s) agrees to pay such losses on demand that the Promoter may suffer or is likely to suffer. This is in addition to any other right or remedy available to the Promoter.

CORRESPONDENCE

39. The Applicant(s) shall register his/her/their complete address and e-mail ID with the Promoter at the time of booking, and it shall be his/her/their responsibility to inform the Promoter, through a letter sent by Registered A.D., of all subsequent changes in his/her/their address and e-mail ID. Failing this, all demand notices and letters posted to the first registered address will be deemed to have been received by him/her/them at the time when

they should ordinarily reach such an address. He/she/they shall be responsible for any default in making payments and other consequences that may arise therefrom. The Applicant(s) hereby agrees that the Promoter shall not be liable or responsible for replying to any query received from any address or e-mail ID not previously registered with the Promoter.

40. In the case of joint Applicant(s), all communications shall be sent by the Promoter to the Applicant whose name appears first, at the address provided by him/her/them for mailing. This shall, for all purposes, be considered as served on all the Applicants, and no separate communication shall be necessary for the other named Applicant(s).

GENERAL TERMS & CONDITIONS

41. No payment plan change requests will be entertained.

42. The Developer and its agents affirm that they shall not endorse any kind of credit notes.

43. The Applicant(s) shall abide by all laws, rules, and regulations of the Moradabad Authority, local bodies, Government of Uttar Pradesh, and comply with all mandatory requirements and compliances of the Uttar Pradesh Pollution Control Board, Water Commission, and any proposed body corporate/association of the buyers (as and when formed, or as prescribed by the Developer). The Applicant(s) shall be responsible for all deviations, violations, or breaches of any conditions of law, bye-laws, or rules and regulations after the completion of the Project. The unit shall be used for the purpose for which it is allotted.

44. In case the Applicant(s) has NRI/PIO status or is/are foreign national(s), he/she/they shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction, which may involve the remittance of payments/considerations and acquisition of immovable assets in India. If any such permission is ever refused or subsequently found lacking by any Statutory Authority/Promoter, the amount paid towards booking and further consideration will be returned by the Promoter as per applicable rules, without any interest, and the allotment shall stand cancelled forthwith. The Applicant(s) agrees that the Promoter will not be liable in any manner on such account.

45. I/we further represent, undertake, and warrant that I/we am/are not utilizing any amount towards the purchase of the said Unit through misappropriation, embezzlement, or money laundering in any form. In case any Government Agency or Court initiates an investigation into the misappropriation, embezzlement, or money laundering of the amount utilized for the purchase of the said Unit, the Promoter shall have the absolute right to cancel the said unit and deposit the paid amount with the concerned Government Agency/Court after forfeiting the booking amount as mentioned above, together with any interest on installments, delayed payment charges, brokerage, Real Estate Agent commission, etc., as per the terms of the allotment. I/we shall completely absolve and indemnify the Promoter of any liability, losses, expenses, etc. in this regard, and the Promoter shall be free to deal with the said Space without any protest or demur from me/us.

46. In case the Applicant(s) wish to avail a loan facility to facilitate the purchase of the said unit, the Promoter shall facilitate the process subject to the following:

- a. The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only.
- b. The responsibility for getting the loan sanctioned and disbursed as per the Payment Schedule opted will rest exclusively with the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed due to any reason whatsoever, including procedural delays, the payment to the Promoter as per the schedule shall still be ensured by the Applicant(s).
- c. In case of default in repayment of dues to the financial institution/agency by the Applicant(s), the Applicant(s) authorize the Promoter to cancel the allotment of the said unit, and any eligible refundable amount shall be directly paid to the financing institution/agency upon receipt of such a request, without any reference to the Applicant(s), after deducting the necessary charges.
- d. The Promoter shall have the first lien and charge on the said Unit for all its dues and other sums payable by the Applicant(s). Loans from financial institutions to finance the said unit may be availed by me/us. However, the Applicant's loan/approval of the project by the Financial Institution is not a prerequisite or condition precedent to the allotment of the said unit. I/we hereby agree to pay the sale consideration of the aforesaid Unit according to the opted Payment Plan, irrespective of the availability of finance from any Financial Institution. Further, if any Institution/Bank refuses to extend financial assistance, I/we shall not use such refusal as an excuse for non-payment of further instalments or dues.

47. The Applicant(s) has no objection in case the Promoter creates a charge on the entire project during the development of the project for raising loans from any banking and/or financial institution. However, such charges, if created, shall be vacated before handing over possession of the said unit to the Applicant(s). The creation of such charges shall not affect the rights of the Applicant(s) to the said unit.

48. If any misrepresentation, concealment, or suppression of material facts is found to have been made by the Applicant(s), the application will be cancelled, and a percentage of the booking amount (administration charges) along with any other charges and taxes as mentioned above shall be forfeited. The Applicant(s) shall be liable for such misrepresentation, concealment, or suppression of material facts in all respects.

49. To settle any confusion regarding any matter herein or anything not covered or clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Agreement, the terms of which have been seen, read, and understood/accepted by me/us from the RERA website. It is specifically agreed by me/us that, upon execution, if any ambiguity is apparent on its face, the terms and conditions of the Agreement shall supersede those set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated in this Application Form.

50. The Applicant agrees and undertakes that he shall sign and execute the Agreement to Sale/Allotment Letter as and when desired by the Promoter, on the Promoter's standard format, the contents of which have been read, understood, and agreed upon by him. In case of failure to execute the Agreement to sale/Allotment Letter, this Application shall automatically stand rejected, and/or the booking of the Said Apartment/Unit shall automatically stand cancelled and be treated as withdrawn by the Applicant. The booking

amount and Non-refundable Amount shall stand forfeited, and the balance amount, if any, shall be refunded to the Applicant without any interest after a period of 90 days from such cancellation or as per the clause in point no.28. The Applicant specifically agrees and undertakes that after such rejection of the Application or cancellation of booking, and dispatch of the balance amount cheque by the Promoter, the Applicant shall have no right, interest, claim, or lien of any nature whatsoever on the Said Unit and against the Promoter. The Applicant agrees that in case two or more Applicants apply jointly for the Said Unit in this Application, such balance amount cheques shall be dispatched by the Promoter in the names of all the Applicants in equal ratio to the address of the first-named Applicant. Thereafter, the Application or booking shall be treated as null and void, and the Promoter shall have the full right to receive fresh Applications for the Said Unit and allot the same to any other person.

51. The Applicant(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible. Further, the Applicant(s) shall be solely responsible and liable for all legal, monetary, or any other consequences that may arise from such nomination.

i. The intending Allottee(s) shall not be entitled to get the names of his/her/their family members/nominees substituted in his/her place. The "Promoter" may, however, in its sole discretion, permit such substitution, in the name of the intending Allottee(s) as registered/recorded with the "Promoter," on such terms and conditions, including payment of such administrative/documentation charges.

ii. The request letter for a change of the right of the intending Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial institutions in case payment against the said unit was made by the intending Allottee(s) by raising funds/loans against the allotted unit as security from bankers or financial institutions.

iii. The substitution/change of name in place of the intending Allottee(s) will be done as per the applicable laws and after submission of required documents as per the policy of the "Promoter."

57. Any dispute or legal proceeding arising out of this transaction shall be subject to the jurisdiction of the Courts of Moradabad, where the property under subject to sale is situated.

58. All disputes or disagreements arising out of, in connection with, or in relation to this registration shall be mutually discussed and settled between the Parties. If such discussions remain inconclusive, then the same shall be referred to the Sole Arbitrator, a person to be appointed by the "Promoter." The intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and that the decision of the Arbitrator shall be final and binding on all parties. The arbitration proceedings shall always be held at Moradabad, Uttar Pradesh, India. The Arbitration and Conciliation Act, 1996, or any statutory amendment/modification for the time being in force, shall govern the arbitration proceedings thereof. The High Court of Allahabad and the courts subordinate to it at District Moradabad, Uttar Pradesh, shall have jurisdiction in all matters arising out of or touching and/or concerning the said unit.

59. The terms and conditions of the Agreement for Sale will supersede this Applications in case of any contradiction between these terms and conditions.

DECLARATION

I/We declare that the above terms and conditions have been read, understood, and are acceptable to me/us. I/We have sought detailed explanations and clarifications from the Promoter, and the Promoter has readily provided such explanations, documents, and clarifications. After giving careful consideration to all facts, terms, and conditions, I/We have signed this Application Form and paid the booking amount for allotment. I/We further undertake and assure the Promoter that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance with the terms by me/us as set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest, or lien under this Application with respect to the said unit. If any other person has signed this Application Form on my/our behalf, then he/she shall be presumed to be duly authorized by me/us through proper Authorization/Power of Attorney/Resolution, etc.

APPLICANT(S)

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____