

FOR BOOKING / ALLOTMENT OF A RESIDENTIAL UNIT, IN THE PROJECT

“  
”  
RERA REGISTRATION NO.- UPRERAPRJ

To,

**Earthcon Constructions Pvt. Limited (Herein “Promoter”)**

Regd. Office: T-17, DDA Flats, Sector – 07, Jasola Vihar, New Delhi - 11025

Corporate Office: B-01, Sector 4, Noida – 201301

CIN No. U45201DL200PTC132832

GST No.: 09AABCE5693F4ZD

Dear Sir,

We, the “Applicant/s” herein acknowledge and accepts as follows:

- 1) That the promoter is the absolute and lawful owner of group housing plot no. GH06C, Sector CHI V, Greater Noida, Uttar Pradesh 201310 admeasuring 18154.00 sq meters vide lease deed dated 20.10.2011 registered as document no. 20081 at the office of the concerned Sub registrar Gautam Buddha Nagar.  
That out of the above said land an area admeasuring 907.45 sq meters is being developed by the promoter for the purpose of construction and development of a Residential Group Housing Complex (hereinafter referred to as the “said plot”) more particularly demarcated in the plan annexed hereto in **Schedule A**.
- 2) The Promoter is now developing a group housing complex under the name of “**Casa Grande 2 Tower A1**” (“Project”) on the Said Plot.
- 3) The Allottee acknowledges and accepts that the Project is an independent, self-contained development, and that the Promoter intends to carry out the development by optimum utilization of the permissible Floor Area Ratio (F.A.R.), strictly in accordance with applicable laws, rules, regulations, and norms in force.
- 4) The Promoter has duly registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016, read with the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, and the Authority has granted registration on, bearing **Registration No.** \_\_\_\_\_, valid until \_\_\_\_\_.
- 5) The Applicant(s) understands and acknowledges that the development of the entire Project on the said Plot shall be carried out in such a manner that the common areas and amenities of the various phases/sections of the Project may be interlinked and interconnected. The Applicant(s) further confirms and agrees that he/she/they shall have no objection to such interlinking or interconnection.
- 6) The Applicant(s), by way of this application (“Application”), hereby applies for the booking of a residential apartment in the Project as detailed in **Schedule B** (hereinafter referred to as the “Said Unit”), together with open/covered car parking space(s) and a proportionate, indivisible share in the Common Areas of the Project (“Common Areas”), as defined under clause (d) of Rule 2(1) of the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, and as may be further declared in the deed of declaration submitted before the Competent Authority. The total price payable for the Said

Unit is set out in *Schedule C*, and the specifications of the Said Unit are annexed hereto as *Schedule D*.

- 7) The Promoter has provided the Applicant(s) with an opportunity to inspect and has displayed at its offices all available approvals/permissions, including the approved layout plan, building plan, sanctioned plans, and specifications applicable to the Project and/or the Said Unit. Such approvals and permissions are also available for inspection at the project site as well as at the registered office of the Promoter.
- 8) The Applicant(s) shall be entitled to use the Common Areas subject to such terms and conditions as may be prescribed from time to time by the Promoter, the Maintenance Agency, or the Association of Allottees ("Association"), which shall comprise all allottees of the Project.
- 9) The Applicant(s) acknowledges that he/she/they is/are fully aware that all legal formalities with respect to the right, title, and interest of the Promoter in the land on which the Project is being developed/to be developed have been duly completed.
- 10) The Applicant(s) acknowledges that, at the time of submitting and executing this Application, the Promoter has duly informed him/her/them of the payment schedule, the installments payable in accordance with the mutually agreed schedule, and other payment-related terms and conditions, including interest applicable on delayed payments. The detailed payment schedule is provided in *Schedule B*, and the list of other charges is provided in *Schedule C*.
- 11) The Applicant(s) confirms that he/she/they has/have carefully reviewed all the terms and conditions set out in this Application in relation to the Said Unit/Project and has/have fully understood the rights and obligations contained herein.
- 12) The Applicant(s) further confirms that this Application is being signed with full knowledge of all applicable laws, rules, regulations, and notifications governing the Project.
- 13) By signing this Application, the Applicant(s) accepts and agrees to be bound by the terms and conditions stipulated herein as well as those set out in *Schedule E* (General Terms & Conditions).
- 14) The Applicant(s) undertakes to execute and register the Agreement to Sell in respect of the Said Unit, if allotted, within thirty (30) days from the date of intimation of allotment. In the event of failure to do so, for any reason whatsoever, the allotment of the Said Unit shall stand cancelled / withdrawn, and the booking amount shall stand forfeited without further notice. Please note that 10% of the total price of the said Unit shall constitute Booking Amount / Earnest Money / Registration Charges.
- 15) The Applicant(s) confirms that he/she/they has/have voluntarily opted to invest in the Said Unit after considering and exploring other similar properties available in the primary and resale markets in the vicinity, and has/have determined that the Said Unit is suitable for his/her/their requirements.
- 16) The Applicant(s) agrees and undertakes that he/she/they shall not hold the Promoter and/or any of its sister concerns or affiliates liable or responsible for any representation, commitment, or offer made by any third party to the Applicant(s), nor raise any claim or demand against the Promoter and/or its sister concerns or affiliates in this regard.
- 17) The Applicant(s) expressly consents to receiving marketing materials, correspondence, telephone calls, and SMS communications from the Promoter.

## DECLARATION

- a) I/We have carefully read and fully understood the contents of this Application Form along with the Indicative General Terms & Conditions (Schedule E), and hereby declare my/our acceptance thereof. I/We further confirm that I/we have sought and obtained detailed explanations and clarifications from the Promoter, which have been duly provided to my/our satisfaction. After giving careful consideration to all facts, terms, conditions, and representations made by the Promoter, I/we agree to be bound by the same.
- b) I/We hereby sign this Application and make the accompanying payments with full knowledge of my/our liabilities and obligations, including the condition relating to forfeiture of monies, as may be applicable.
- c) I/We solemnly declare and confirm that all statements and particulars provided herein are true, correct, and complete to the best of my/our knowledge and belief, and that nothing material has been concealed or suppressed. I/We further undertake to promptly notify the Promoter in writing of any change in the information or particulars furnished in this Application.

Yours faithfully,

**(Signature of the 1<sup>st</sup> Applicant)**

Name: \_\_\_\_\_

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

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

**(Signature of the 2<sup>nd</sup> Applicant)**

Name: \_\_\_\_\_

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

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

**Note:**

- i. Kindly sign all pages.
- ii. Strike out wherever applicable
- iii. Please (✓) tick wherever applicable
- iv. **Use additional Sheets, if necessary.**
- v. In case the cheque comprising booking amount is dishonoured due to any reason, the Promoter reserves the right to terminate the booking without giving any notice to the Applicant/s.
- vi. Person signing the application on behalf of other person/ firm / body corporate shall file his/her authorization / Notarized copy of Power of Attorney/ Certified copy of Board Resolution.

## FOR OFFICE USE ONLY

Mode of booking: Direct / Agent \_\_\_\_\_

Location booked: \_\_\_\_\_ Date of booking: \_\_\_\_\_

Dealing executive: \_\_\_\_\_ Checked / verified by: \_\_\_\_\_

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

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

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

<input type="checkbox"/>	Copy of PAN Card and Aadhar Card of all applicants
<input type="checkbox"/>	Photograph(s) of all Applicant(s)
<input type="checkbox"/>	Copy of front and back of the passport as Proof of Citizenship.
<input type="checkbox"/>	Any other document/certificate as may be required by the Promoter.

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

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

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

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

#### **Private/Public Limited Company**

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

#### **Hindu Undivided Family**

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

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

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

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

**DETAILS OF APPLICANT/s (IN CAPITAL LETTERS)**

**FIRST APPLICANT**

Mr. / Mrs. / Ms. ....

S/W/D/of.....

Permanent Address:.....

Correspondence Address: .....

Telephone: ..... Mobile: .....

E-mail:.....

Date of Birth: .....(DD/MM/YEAR)

Marital Status:  Married  Unmarried

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

Origin Nationality: ..... PAN No: .....

Aadhar Card No.: ..... Passport Number.....

Occupation / Profession:  Professional  Govt. Employee  Self Employed  Others

Office Name:..... Designation: .....

Office Address: .....

Telephone: ..... Mobile: .....

E-mail: .....

Please affix the photograph and sign across it

**NOMINEE'S DETAILS (FOR THE FIRST APPLICANT)**

Name: .....

Relation: .....

Address:.....

**(In case nominee is a minor)**

Guardian name..... Relationship: .....

Guardian's address.....

Please affix the photograph and sign across it

**DECLARATION:**

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

Date:.....

Place:.....

**Signature of the First Applicant.....**

**SECOND APPLICANT**

Mr. / Mrs. / Ms. ....

S/W/D/of.....

Permanent Address:.....

Correspondence Address: .....

Telephone: ..... Mobile: .....

E-mail:.....

Date of Birth: ..... (DD/MM/YEAR)

Marital Status:  Married  Unmarried

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

Origin Nationality: ..... PAN No: .....

Aadhar Card No: ..... Passport Number:.....

Occupation / Profession:  Professional  Govt. Employee  Self Employed  Others

Office Name:..... Designation: .....

Office Address: .....

Telephone:..... Mobile:.....

E-mail: .....

Please affix the  
photograph and sign  
across it

**NOMINEE'S DETAILS (FOR THE SECOND APPLICANT)**

Name.....

Relation.....

Address.....

**(In case nominee is a minor)**

Guardian name..... Relationship.....

Guardian's address.....

Please affix the  
photograph and sign  
across it

**DECLARATION:**

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

Date:.....

Place:.....

**Signature of the Second Applicant.....**

In case the Applicant(s) are not natural persons, please provide the status of entity, as applicable: As per information available in system

M/s .....

a **Partnership Firm** duly registered under the provisions of Indian Partnership Act, 1932,

having its office at .....

through its partner Mr./ Mrs./ Ms.....

S/D/W/ of .....

..... authorized by a resolution dated .....

**(copy of the resolution signed by all Partners required).**

PAN / TIN ..... Registration No.....

Please affix the  
photograph of the  
Authorised Signatory  
here and sign across it

OR

M/s .....

a **Company** duly registered under the provisions of Companies Act, 1956/2013 (as amended) having its registered office at .....

through its director or duly authorized signatory Mr./ Mrs./ Ms.....

S/D/W/ of .....

authorized by a Board Resolution dated .....

**(copy of the Board Resolution along with a certified copy of Memorandum & Articles of Association required).**

PAN/TIN ..... Registration No.....

Please affix the  
photograph of the  
Authorised Signatory  
here and sign across it

OR

M/s .....

a **LLP** registered under the provisions of Act,2008 having its having its registered office at

through its Partners Mr./ Mrs./ Ms.....

S/D/W/ of .....

authorized by a Board Resolution dated .....

**(Copy of Partner's Resolution along with a certified copy of LLP Agreement required)**

Registration No.....

PAN / TIN .....

Please affix the  
photograph of the  
Authorised Signatory  
here and sign across it

OR

M/s .....

a **HUF**, having its place of business / residence at.....

through its Karta Mr./ Mrs./ Ms.....

S/D/W/ of ..... PAN .....

Please affix the  
photograph of the  
Authorised Signatory  
here and sign across it

Schedule A  
Layout Plan

Schedule B

DETAILS OF UNIT REQUIRED FOR ALLOTMENT

Name of Project	CASA GRANDE-2 TOWER A1	
Unit No.		
Tower No.		
Type of Unit		
Carpet Area	_____ Sq. Meter (approx.)	_____ Sq. Feet (approx.)
Area of Balconies	_____ Sq. Meter (approx.)	_____ Sq. Feet (approx.)
Super Area	_____ Sq. Meter (approx.)	_____ Sq. Feet (approx.)
Direct Sales/through real estate agent	<input type="checkbox"/> Direct sales	<input type="checkbox"/> Real Estate Agent
Name of Real Estate Agent		
RERA Registration no. of Real Estate Agent		
Contact details of Real Estate Agent		

1 Sq. Mtr = 10.764 Sq. Ft.

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

- 1) Unit Price including right to use the One no. Parking Space
- 2) Preferential Location Charges (PLC) as applicable
- 3) Interest Free Maintenance Security
- 4) 1 (One) KVA Power Back up
- 5) Club Membership charges

**Price and Taxes**

1. The Total Price of the Said Unit is subject to final confirmation at the time of possession.
2. The Total Price is exclusive of stamp duty, registration charges, all applicable taxes, cesses, and levies, incidental expenses relating to the execution of the Agreement, and administration charges for the conveyance deed, all of which shall be borne and paid by the Applicant(s).
3. The Applicant(s) shall further remain liable to pay all applicable taxes, duties, cesses, levies, and charges (including GST) at the rate in force on the date of execution of this Application Form, as well as any increase, modification, or fresh imposition of such levies by the Government or any statutory/competent authority, whether prospective or retrospective in effect, as may be imposed by the Government or any statutory/competent authority, as and when demanded by the Promoter in relation to the Project, provided that such liability shall not extend to any enhancement arising after the committed date of offer of handover of the Said Unit.
4. The Applicant(s) shall not claim any GST credit or seek reduction in the price of the Said Unit on account of GST paid/payable in relation to the Project.

### Mode of Payment

5. All payments shall be made by cheque(s), banker's cheque(s), pay order(s), demand draft(s), or other permissible banking instruments, drawn in favour of Earthcon Const Pvt Ltd Coll CG 2 Tower A1 to be credited into Account No. [99919873303578], Swift Code [●], IFSC Code [HDFC0000930], maintained with [.]
6. The Application shall be considered for allotment subject to realization of the Earnest Money. The date of clearance of the instrument or receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges on outstation cheques shall be to the account of the Applicant(s), and credit shall be granted only upon actual receipt of funds.
7. In the event of prepayment, the Promoter shall be entitled to retain and adjust any balance/excess amount received against subsequent installments.

### Allotment Conditions

8. The allotment shall remain valid only subject to (i) clearance of amounts tendered by the Applicant(s), (ii) timely payment of all future installments, and (iii) payment of applicable taxes/GST.
9. Upon intimation for Offer of Possession, all other outstanding amounts, including any unpaid GST/taxes relating to prior milestones, shall become immediately payable within the prescribed timelines.

### Delayed Payments

10. The Applicant(s) shall make all installment payments strictly within the timelines specified in the Demand Letter, irrespective of whether any bank loan or lending facility has been sanctioned.
11. Any delay or default in payment shall attract interest at the rate of SBI's highest Marginal Cost of Lending Rate (MCLR) plus 1% per annum from the due date of payment, or at such other rate as may be prescribed under the RERA Act, the Uttar Pradesh RERA Rules, and applicable regulations (including amendments/modifications thereto).

### Foreign/NRI Applicants

12. Allotment to Non-Resident Indians (NRIs) and Persons of Indian Origin (PIOs) shall be subject to applicable laws of the Republic of India.
13. In the case of NRIs/foreign nationals of Indian origin, all remittances, acquisitions, transfers, and related compliances under the Foreign Exchange Management Act, 1999 (FEMA), and other applicable laws shall be the sole responsibility of the Applicant(s).

### TDS Compliance

14. Where the sale consideration of the Said Unit exceeds ₹50,00,000 (Rupees Fifty Lakhs), it shall be the sole responsibility of the Applicant(s) to comply with Section 194-IA of the Income Tax Act, 1961, by deducting tax at source (TDS) at 1% from each installment/payment.

15. The Applicant(s) shall submit to the Promoter (i) proof of TDS deduction (Form 26QB and Challan), and (ii) TDS Certificate (Form 16B) within seven (7) days of deposit, so that appropriate credit may be given to the Applicant's account.
16. The Applicant(s) shall ensure that the correct Assessment Year is mentioned in Form 26QB/16B while depositing TDS (e.g., payment made in FY 2024-25 shall correspond to AY 2025-26).
17. The credit of the same shall be reflected in the accounts of the said Applicant(s) once he/ she submits the proof of payment of 'TDS on purchase of property' and the buyer/customer/applicant shall issue to the Promoter/Builder/Company/ seller a TDS Certificate in Form-16B. Considering the same, it is mandatory for the Applicant(s) to have a valid Permanent Account Number (PAN). Further, the deduction of TDS shall be applicable on circle value of unit or sales consideration of unit whichever is more. For further details Applicant(s) may visit "www.incometaxindia.gov.in". Applicant(s) is further requested to mention the address of the Promoter on the challan for payment of "TDS on purchase of property" address of the Promoter.

**DECLARATION:**

I / We, the Applicant, does hereby declare that my / our Application for the allotment of the Unit to the Promoter is irrevocable and that the above particulars / information / details given by me/us are true and correct and nothing has been concealed therefrom. I / We have now signed this Application Form and paid the application amount after being fully aware and conscious of my / our duties, liabilities, and obligations.

I / We further undertake and assure the Promoter that in the event of rejection of the Application, I / We shall have no right, interest or lien on the said Unit and in such an event, I / We shall solely be liable to the RERA Registered Real Estate Agent, if any, through whom this Application and / or booking of the Unit has been made by me / us. I / We have fully read and understood the Terms and Conditions contained herein and which shall be comprehensively detailed in the Agreement.

Further, I / we unequivocally undertake to abide by the said Terms and Conditions. In case of any false or misleading information provided by me/us and/or non-fulfilment of obligation of signing and registering the Agreement within the stipulated timelines, the Promoter shall be entitled to cancel the allotment of Unit and rejection of this Application Form and the Promoter shall be entitled to forfeit the application amount deposited by me / us.

I / We, further undertake and assure the Promoter that in the event of rejection of the Application, I / We shall have no right, interest or lien on the said Unit and the Promoter shall be free to deal with the same in any manner it may deem fit.

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

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

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

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

### Schedule C

#### Total Payable Price of the Said Unit

PAYMENT PLAN	CONSTRUCTION LINKED PLAN <input type="checkbox"/>	DOWN PAYMENT PLAN <input type="checkbox"/>	SPECIAL PAYMENT PLAN <input type="checkbox"/>
Particulars	Rate / Sq. ft	Total (Rs.)	
Basic Price	----- per sq. ft		
Prefential Location Charges (PLC) - View	----- per sq. ft		
Prefential Location Charges (PLC) - Floor	----- per sq. ft		
Interest Free Maintenance Security (IFMS)	----- per sq. ft		
Power Back Up Charges ( One KVA)	-		
Club Membership	-		
Charges for exclusive right to use the parking space	-		
Other Charges (If any)	-		
Grand Total			

1 sq m = 10.764 sq ft

#### **Mode and Validity of Payments**

1. **EARNEST MONEY** (10% of Consideration) : Rs. \_\_\_\_ (Rupees \_\_\_\_ only)
2. All payments shall be made by account payee cheque, banker's cheque, pay order, demand draft (payable at par), or by electronic transfer mode (as permissible under applicable law), drawn in favour of **"Earthcon Const Pvt Ltd Coll CG 2 TowerA1,"** to be credited into Account No. [99919873303578], Swift Code [●], IFSC Code [HDFC0000930], maintained with [ Noida Branch].
3. The date of clearance of the instrument or receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges on outstation cheques shall be borne solely by the Applicant(s), and credit shall be granted only upon actual realization of funds.
4. The validity of this Application, and any allotment made pursuant thereto, shall be subject to (i) clearance of the amounts tendered by the Applicant(s), and (ii) timely payment of all future installments as per the agreed payment schedule.
5. Upon issuance of the Allotment Letter, the Applicant(s)/Allottee(s) shall be liable to pay the Total Price as specified herein, strictly in accordance with the Schedule of Payments, time being of the essence in this regard.
6. The Applicant(s) undertakes to make all payments in relation to the Said Unit exclusively from his/her/their own bank account(s) and not from or through the bank account(s) of any third party.
7. The Total Price is exclusive of stamp duty, registration charges, all applicable taxes, cesses, and levies, incidental expenses relating to the execution of the Agreement, and administration charges for the conveyance deed, all of which shall be borne and paid by the Applicant(s).

Schedule D  
Specifications

**Schedule E**  
**General Terms and Conditions**

**Definitions and Interpretation:**

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

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

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

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

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

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

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

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

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

**"Earnest Money"** shall mean an amount equal to 10% of the Total Price of the Unit for due fulfilment of the terms and conditions of the Application/ Buyer's Agreement.

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

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

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

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

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

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

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

"Payment Plan" / "Schedule of Payments" means 'Schedule C' to this Application providing details and price of the Unit.

"Project" means "Casa Grande 2 Tower A1" being developed on the Said Land with the RERA Registration Certificate for which the Promoter had invited / is inviting applications for allotment.

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

"Third Party" or "Third Parties" shall mean any Person other than a Party.

"Total Price" shall be the price of the Unit more particularly detailed in "Schedule C" of this Application.

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

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

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

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

"Interest Rate" means the rate of interest payable by the Promoter to the Applicant(s) or by the Applicant(s) to the Promoter, as the case may be and shall be one year State Bank of India Highest Marginal Cost Lending Rate plus one percent or such other rate as may be applicable from time to time as per the RERA Act and UPRERA Rules.

#### **General Terms and Conditions**

1. Terms and Conditions given below are only indicative to enable the Applicant(s) to acquaint himself / herself / itself / themselves with the terms and conditions as will be comprehensively set out in the Agreement which, upon execution, shall be in addition to the terms and conditions set out herein below and in case of any inconsistency or conflict, the terms and conditions of the Agreement shall prevail.
2. The Applicant(s) has / have applied for the allotment of the Unit in the Project with full knowledge and

understanding of all the Applicable Laws including but not limited to the provisions of RERA Act, UPRERA Rules and the Regulations made thereunder for the State of Uttar Pradesh, and other Applicable Laws /notifications and rules applicable to the location and area in general and this Project in particular, which have been understood by the Applicant. The Applicant acknowledges that the Applicant has seen the relevant documents/papers/ approvals pertaining to the Project and is fully satisfied about the right and interest of the Landowners of the Said Land and that of the Promoter to develop the Project and has understood all limitations and obligations in respect thereof. The Applicant(s) agrees that there will not be any objections by the Applicant(s) with respect to title/interest of the said Landowners and/or the right or interest of the Promoter in respect of Said Land for the purposes of development of the Project. The Applicant(s) further agrees to comply with any rules, policies, regulations and guidelines made with respect to the Unit by the Promoter / the Maintenance Agency / the competent authority(ies) / registered Association of allottees / RWA. If this Application is accepted by the Promoter, the allotment of the Unit in pursuance thereof shall be subject to the Terms & Conditions stated herein and subject to further terms and conditions as may be stipulated in the Allotment Letter and the Agreement.

3. in pursuance of the allotment of the land to develop residential group housing, open areas, landscaped gardens, etc., the Promoter is constructing and promoting a residential group housing under the name and style of "Casa Grande 2 Tower A1" (hereinafter referred to as "Project") on the Said Land registered under Real Estate (Regulation and Development) Act, 2016 and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 for which RERA Registration Certificate has been granted and is subject to the set of terms and conditions as set out in this Application Form and the Agreement and the Schedules attached thereto; the provisions of the Real Estate Act and the UPRERA Rules. The Promoter may extend the Said Land by adding, revising, altering to the extent as permissible under the Applicable Laws by procuring additional land, if directed by competent authorities and/or as may otherwise be in the interest of the Project and further developments by the Promoter to which the Applicant(s) agree(s), confirm(s) and gives his / her / its / their consent not to object in future.
4. The Promoter shall carry out the internal development within the Project, which *inter alia*, includes laying of roads, water lines, sewer lines, STP, WTP, storm water lines, electrical lines, electrical transformer and panel room, low voltage lines etc. as per the overall planning in line with the sanctions and approvals so received. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, covering of drain/ nallah, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Applicant hereby confirms and acknowledges that the Promoter is not liable for development / construction / repairs / maintenance of such sector road and/or the service road which are to be constructed and maintained by the concerned competent authorities apart from those which forms part of license/Project. The Promoter is dependent on the Competent Authorities for providing such external linkage and the Promoter shall not be responsible for any unfinished works, save and except towards payment of EDC/ IDC, as the case may be, as applicable. In the event the Competent Authorities are not able to provide such external linkage, the Applicant agrees and undertakes not to hold the Promoter responsible for the same.
5. The Applicant(s) has/have made this Application for the booking and the allotment of the Unit in the Project with full knowledge of and subject to all the Applicable Laws as may be applicable to the location and the area in general and this Project in particular, which have been understood by the Applicant(s).

6. The Applicant(s) further acknowledge that the Applicant(s) has / have seen and inspected the details of registration of the Project under the provisions of Real Estate Act and UPRERA Rules and other documents/declarations filed including layout, environmental clearance, etc. and is satisfied with the same.
7. The Applicant(s) acknowledges and accepts that the terms and conditions of this Application and those of the Agreement have been carefully read over and explained to the Applicant with their full legal import and effect and the Applicant has / have obtained independent advice on all the aspects and features before deciding to proceed further with the Application.
8. The Promoter has displayed at the Project site, the sanctioned plans, layout plans, along with specifications of the Project and the Applicant(s) has seen, understood and accepted the approved plans, specifications, amenities and facilities to be provided in the flat/Unit and the time schedule of completion of the Project displayed at the site.
9. The Applicant confirms that the decision to submit this Application has been made after exercising independent judgment, due diligence, physical inspection of the Project site, and examination of sanctioned plans, statutory approvals, and other relevant documents, and not on the basis of any advertisements, brochures, representations, warranties, or statements, whether oral or written, made by or on behalf of the Promoter. The Applicant acknowledges having obtained appropriate professional advice, reviewed the specific features of the Project, and being satisfied therewith, has applied for purchase of the Unit with full knowledge of the proposed dimensions, topography, and location, subject to applicable terms and conditions. The Applicant further understands and agrees that the Promoter, in compliance with the Real Estate (Regulation and Development) Act, 2016, the U.P. RERA Rules, and other Applicable Laws, may carry out such changes in the approved site plan, sanctioned building plans, specifications, fixtures, fittings, amenities, or layout as may be required for better habitation, by direction of competent authorities, or due to architectural or structural reasons duly recommended by the authorized Architect or Engineer. It is clarified that while such changes may involve alterations, modifications, additions, deletions, substitutions, or recasting of plans, the same shall be made in good faith and in a manner that does not materially and adversely affect the Applicant's rights in the allotted Unit.
10. The Applicant(s) has represented and warranted to the Promoter that he / she / it has / they have the legal and valid power and authority to apply for the allotment and make this Application and there is no legal restraint / impediment in this regard and further the Applicant and/or his spouse/ parents/ children have never been accused and / or prosecuted and / or convicted by any competent authority, of any offence relating to money laundering and / or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project. The Applicant hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Application and the consequent allotment and the Agreement and the Applicant shall be liable to all the consequential action thereunder.

## PAYMENT

11. Upon the allotment of the Unit, the Applicant shall pay the Total Price of the Unit, including GST/taxes as applicable, in terms of the Payment Plan in a timely manner and without any delay, demur or default. The Applicant confirms and represents that the Promoter has not indicated / promised / represented / provided any impression of any kind (in an explicit or implicit manner) whatsoever that the Applicant shall have any right, interest or title of any kind whatsoever, in the Said Land (other than the Unit), common areas, amenities and facilities and open spaces. The Applicant shall be entitled only to the ownership of the Unit in the Project as per the terms set-out in the Buyer's Agreement / Agreement for Sale and upon payment of Total Price, all dues including payment of requisite stamp duty, registration charges, administration charges and GST/taxes, as applicable, by the Applicant and also subject to the Applicant having complied with all the obligations set out in the Agreement for Sale and all formalities and execution of all requisite documentation as prescribed by the Promoter, for conveying the title of the Unit to the Applicant. The Applicant also understands that the common areas and facilities are common for the Project and same shall be used harmoniously by the Applicant along with other occupants of the Project without causing any hindrance or obstruction.
12. The Applicant(s) shall be entitled to ownership of an undivided proportionate share of the Common Areas as defined under Section 2(n) of the Real Estate Act and Rule 2(1)(d) of the UPRERA Rules. It is further clarified that the general common areas like lawns, greens, roads, entrance, etc., facilities / amenities, etc. of the Project are common for all the allottees of the entire Project. All rights and interest to develop the Said Land shall vest solely with the Promoter and the Promoter shall have the sole and absolute authority to deal in any manner with such Said Land, facilities and amenities. The Promoter, relying on this specific undertaking of the Applicant in this Application Form, may finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant, his/her legal representatives, successors, administrators, executors, assigns, etc.
13. In accordance with the development plan of the Project, the Promoter shall develop a community building ("Club") in the Project. The Membership for the usage of the said Club is included in the Total Price as per Schedule C. Further, the Applicant shall be liable to pay its usage charges as and when demanded by the Promoter / Maintenance Agency.
14. The Applicant(s) has applied for allotment of the Unit and is fully aware of all the limitations and obligations of the Promoter in relation to and in connection with the Project and has also satisfied himself / herself / itself about the rights, title, interest of the Promoter in the Project and has understood all limitations and obligations in respect thereof.
15. The Applicant, in token of acceptance of the various plans of the Project, has signed and executed the attached Schedules, which shall form an integral part of this Application and the Agreement, and agrees not to raise any dispute or claim against the Promoter in this regard. The Applicant acknowledges that the extent of the Project may be modified by addition or deletion of land parcels or through merger with other parcels, as may be required or directed by competent authorities or permitted under the RERA Act, U.P. RERA Rules, and other Applicable Laws. The Promoter shall have the right to carry out suitable and necessary alterations or additions in the building plan of the Project in accordance with the said laws, and the final carpet area of the Unit shall be confirmed only after completion of construction and issuance of the occupation certificate by the competent authority.

16. The Applicant agrees that in the event of an increase in the carpet area of the Unit, not exceeding ten percent of the originally allotted area, the additional consideration shall be payable at the same rate per square meter/square foot as set out in Schedules B and C, and the corresponding adjustment shall be made at the next milestone of the Payment Plan. In case of a reduction in carpet area, the excess amount paid shall be adjusted in the last installment or refunded by the Promoter within 45 (forty-five) days, together with annual interest at the rate prescribed under the U.P. RERA Rules, from the date of such excess payment. It is clarified that Goods and Services Tax (GST) collected earlier shall not be refundable in either case.

#### CANCELLATION

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

#### POSSESSION

18. Subject to Force Majeure, Court Orders, Government policy / guidelines, decisions affecting the regular development of the Project and fulfillment of all the terms and conditions under this Application and the Agreement, by the Applicant, including but not limited to timely payment of the Total Price payable alongwith applicable GST/taxes in accordance with Payment Plan, along with stamp duty, registration charges and administrative charges in connection thereto due and payable by the Applicant and also subject to the Applicant having complied with all formalities or documentation as prescribed by the Promoter, the Promoter proposes to complete the development of the Project and offer the possession of the Unit to the Applicant on or before \_\_\_\_\_, or as may be further revised / extended by the competent authority / UPRERA. It is clarified that the Promoter shall be entitled to the extension of time beyond the Committed Period for delivery of the possession of the Unit to the Applicant on account of reasons mentioned in this clause.

19. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the timelines set out in the Agreement, or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Rera Act; or for any other reason; the Promoter shall be liable, on demand of the Applicant, in case the non-defaulting Applicant wishes to withdraw from the Project, to return the total amount received in respect of the Unit in the manner as provided under the UPRERA Rules, 50% of money paid by the Applicant over and above the earnest money, i.e. 10% of the Total Sale Price, if any, shall be

returned by the Promoter to the Applicant, within 45 (forty five) days of such cancellation/ withdrawal, and the remaining 50% of the money paid by the Applicant shall be returned by the Promoter on re-allotment of the Unit or at the end of 1 (one) year from the date of cancellation / withdrawal by the Applicant, whichever is earlier. However, GST amount recovered earlier from the Applicant shall not be refunded. Provided that where if the Applicant does not intend to withdraw from the Project, the Promoter shall pay the non-defaulting Applicant Delayed Compensation for every month of delay, till the handing over of the possession of the Unit.

20. The Applicant(s) further agrees and understands that in case the Promoter is able to get additional FAR / density, the Promoter shall have the sole right to utilize the additional FAR / density in the manner it may deem fit including but not limited to making additions to the said Building or making additional buildings in and around the land of the Project and the Promoter shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Applicant acknowledges that the Applicant has not made any payment towards the additional FAR/ density and shall have no right to object to any of such construction activities carried on the Building/ Project.
21. The Applicant(s) agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement and a separate maintenance agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter/ Maintenance Agency/ registered Association of Allottees/RWA for the maintenance and upkeep of the Project as and when required along with declarations and undertakings contained therein. The Applicant accepts that the execution of the said documents and receipt of entire Total Price shall be a condition precedent to the execution of the Conveyance Deed for the Unit.
22. The Applicant(s) shall make the payment of Total Price as applicable with respect to the Unit as mentioned in the 'Schedule C' of this Application Form as per the opted Payment Plan. The Applicant(s) shall further be liable to pay any enhancements in any tax/charges including any fresh incidence of tax as may be levied by the government or any statutory authority/ competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter on the Unit.
23. The Applicant shall further be liable to pay any enhancements in any tax/charges including any fresh incidence of tax as may be levied by the government or any statutory authority/ competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter on the Unit. In arriving at the Total Price, GST shall be leviable at the rate as applicable on the date of execution of this Application Form. However, the Applicant shall further be liable to pay any enhancement in GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project.
24. The Applicant(s) shall pay, as and when demanded by the Promoter, the pro-rata share of the Goods & Services Tax (GST) applicable and/ or any other statutory taxes, duties, charges, cess(es), levies, and the like as applicable or as may be applicable to the Project or payments to be made by the Applicant to the Promoter. The Applicant(s) shall be liable to pay any change/ modification/ fresh incidence in Taxes as may be levied by the Government or any statutory / competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of

handover of the Unit). The Applicant(s) confirms that he/ she shall not claim any GST credit and/or claim any reduction in price of the Unit on account of payment of GST, as applicable, on the Project.

25. The Applicant(s) is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June 2013) to deduct tax at source (TDS) at the prescribed rate from each instalment/ payment. The Applicant(s) shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (Seven) days from the date of remittance of payment to the Promoter so that the appropriate credit may be allowed to the account of the Applicant.
26. The Applicant(s) shall pay, as and when demanded by the Promoter, the stamp duty, registration charges, administrative charges and all other incidental and legal expenses for execution and registration of the Agreement and conveyance/sale deed of the Unit in favour of the Applicant which shall be executed and got registered upon receipt of the Total Price, Taxes & Cess(es) and/ or other specified charges alongwith applicable GST/taxes in terms of the Agreement as may be payable by the Applicant as per the Schedule of Payments.
27. The Applicant(s) agrees and understands that in the event any property tax or the like is assessed separately in respect of the Unit, the same shall be payable by the Applicant(s), to the concerned authority.
28. It is agreed that Goods and Services Tax is applicable on Delayed Payment Charges. Pursuant to foregoing, Delayed Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Applicant shall make such payments to the Promoter in terms of this Application and the Agreement. GST shall be leviable at the rate as applicable on the date of execution of this Application Form. However, the Applicant shall further be liable to pay any enhancement in GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project.
29. The Total Price shall be escalation free, save and except increases which the Applicant(s) hereby agrees and undertakes to pay, on account of any revision in statutory or other charges, Taxes and Cess(es), fees, which may be levied or imposed by the concerned authority(ies).

## MAINTENANCE

30. The Applicant(s) has paid to the Promoter, non-refundable IFMS as part of Total Price, to be used for (i) unpaid Maintenance Charges payable by the Applicant(s), if any, after the expiry of the 12 (Twelve) months' period from the Maintenance Charges Commencement Date, (ii) major maintenance issues like capital expenditure on the assets of Project, (iii) capital expenditure incurred to fulfill the directions of any competent authority after the receipt of Occupation Certificate for the building in which the Unit is situated.
31. As regards payment of Maintenance Charges, the same have already been included in the Total Price, the Promoter / Maintenance Agency / Association of Allottees shall thus be entitled to adjust the Maintenance Charges from the Total Price from the Maintenance Charges Commencement Date, as described in Schedule C. GST on Maintenance Charges shall be leviable at the rate as applicable on the date of execution of this Application Form. However, the Applicant shall further be liable to pay any enhancement in GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by

the Promoter in relation to the Project. The Applicant shall enter into a separate Maintenance Agreement with the Promoter or the Maintenance Agency nominated by the Promoter on the terms and conditions as may be provided at the time of the intimation for the execution of the conveyance deed/ sale deed or any time prior to such intimation.

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

## INDEMNIFICATION

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

#### **OTHER TERMS AND CONDITIONS / COVENANTS**

41. Time is of the essence with respect to the Applicant's obligations to pay the Total Price as provided in the Payment Plan along with other payments such as applicable enhancement in the GST/taxes, stamp duty and registration fee that will be more specifically stipulated in the Agreement for Sale, to be paid on or before due date or as and when demanded by the Promoter, as the case may be, and also to perform or observe all the other obligations of the Applicant under the Agreement, failure of which shall attract Delayed Payment Charges. However, the Promoter may, in its sole discretion, waive its right to terminate the allotment/ Buyer's Agreement /Agreement for Sale and enforce all the payments and seek specific performance of the Agreement for Sale.
42. The Promoter, upon obtaining the occupation certificate in respect of the Building in which the Unit is situated in the Project, shall offer in writing the possession of the Unit ("**Notice for Intimation of Possession**") to the Applicant as per terms of the Agreement, *inter alia* subject to (i) payment of the Total Price by the Applicant; (ii) Delayed Payment Charges (if applicable thereon); (iii) payment of the entire stamp duty, registration charges and applicable taxes; (iv) execution of necessary indemnities, undertakings, Maintenance Agreement and other documentation as the Promoter may prescribe; (v) NOC (No Objection Certificate) or letter from Bank/Financial Institution to allow possession / registration of the property in the name of Allottee(s) / nominee, and (vi) the Applicant(s) shall not be in breach of the terms hereof.

43. The Promoter agrees and undertakes to indemnify the Applicant in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Applicant, after taking possession, agree(s) to pay the Maintenance Charges and Holding Charges as determined by the Promoter/Association of Allottees/competent authority, as the case may be.
44. The Promoter, shall handover the possession of the Unit, to the Applicant subject however to fulfillment by the Applicant of following conditions precedent ("**Conditions Precedent**"):
- a) The Applicant shall have paid the Total Price and Delayed Payment Charges, if any;
  - b) The Applicant shall be deemed to have taken possession on the due date mentioned in the letter offering possession. The Applicant shall be liable to pay enhancement in the statutory dues and taxes, as applicable, from the said due date to the Promoter /competent authorities as the case may be.
  - c) The Promoter shall be deemed to have handed over the flat/unit to the Applicant on the date of possession offered in the letter. In case of delay in taking over the possession by Applicant(s), the Promoter shall hand over the flat/unit on 'as is where is' basis, on the date on which the Applicant takes actual possession and Promoter shall not be liable to cover up normal wear and tear due to passage of time/delay on part of Applicant. The Applicant(s) further agrees not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.
  - d) The Applicant shall have paid the enhancement in all the Taxes and Cesses, costs, charges, stamp duty required towards execution of the Conveyance Deed and the Agreement and all other costs and charges required to be paid by the Applicant in accordance with the terms of this Application Form and there shall be no amounts outstanding in respect thereof;
  - e) The Applicant shall not be in breach of the terms hereof.
  - f) Possession of the Unit shall be simultaneous to the execution of Conveyance Deed.
  - g) The Promoter shall have the first lien and charge on the Unit for all its dues that may/ become due and payable by the Applicant(s) to the Promoter.
45. After the receipt of all installments and other dues, if any, "**No Dues Certificate**" will be issued by the Promoter to the Applicant. After the issuance of No Dues certificate, the Applicant shall be required to get the Conveyance Deed executed.
46. In the event the Applicant fails to take the possession of the Unit upon being intimated about the same by the Promoter and/or fails to execute requisite indemnities, undertakings and such other documentation as per the Agreement, the Promoter shall have the option to cancel Applicant's allotment and invoke the remedies as stipulated in the Agreement or the Promoter may, without prejudice to its rights under the Agreement and at its sole discretion, decide to condone the delay by the Applicant in taking over the flat/unit in the manner as stated in the Agreement.
47. That the Applicant(s) in such an event shall pay to the Promoter charges at the prescribed and applicable rates for the period beyond 12 (Twelve) months till actual date of possession in addition to Maintenance Charges and also to withhold conveyance or handing over the possession of the flat/unit till the holding charges of Rs. 4/- (Rupees Four Only) per sq. ft. per month of the Carpet Area of the Unit from the expiry of 3 (Three) months of issuance of Notice for Intimation of Possession till actual date of possession, and other outstanding dues and charges with applicable overdue interest, if any, are fully paid. It is made clear to, and further agreed by the Applicant that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to Maintenance Charges or any

other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant.

48. The Applicant hereby authorizes and permits the Promoter to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of the receivables, if any, accruing or likely to accrue therefrom, subject to the Unit being made free of any encumbrances at the time of execution of the conveyance / sale deed in favour of the Applicant. Such mortgage or charge shall not affect the right and interest of the Applicant.
49. The Applicant(s) may obtain finance from any financial institution / bank or any other source but the Applicant's obligation to fulfill the terms set out in the Buyer's Agreement / Agreement for Sale shall not be contingent on the Applicant's ability or competency to obtain such finance.
50. The Applicant(s) has specifically acknowledged to the Promoter that the allotment of the Unit shall be subject to the strict compliance of bye- laws, rules, Guidelines, etc. that may be framed by the Promoter for occupation and use of the Unit and such other conditions as per the applicable laws and terms of the license issued by competent authority.
51. The Applicant(s) shall not transfer, assign or create any further right with respect to his/her/their/its right, title, or interest, in allotment of the said Unit or any portion thereof until 20% of the Total Price along with all the dues or charges payable to the Promoter are duly paid and the Agreement for Sale has been executed and registered between the Promoter and the Applicant. The Applicant is, however entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the Promoter who may at its discretion permit the same on such terms and conditions and charges as it may deem fit. The Applicant shall pay to the Promoter administrative charges as applicable from time to time in respect of such substitutions or nominations. Further, the Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Applicant in violation of the Agreement shall be a default on the part of Applicant entitling the Promoter to cancel the Buyer's Agreement /Agreement for Sale and to avail of remedies as set forth in the Agreement.
52. If the Applicant(s) fails to execute and deliver to the Promoter the Agreement within the 30 (thirty) days from the receipt of the Agreement and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a written notice to the Applicant for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Applicant, this Application and the allotment of the Unit in favor of the Applicant shall be treated as cancelled and the Promoter shall be entitled to forfeit the Earnest Money and Delayed Payments Charges.
53. The Promoter shall adjust any payment received from the Applicant first towards statutory levies and then towards interest on overdue instalments, thereafter towards overdue instalments or any other outstanding demand and finally the balance, if any, towards the current payable instalment or current dues.
54. The allotment of the Unit shall be subject to strict compliance of community rules and regulations that may be made by the Promoter for occupation and use of the Unit more specifically set out in the Agreement/Conveyance Deed.

55. An Application not containing PAN details of the Applicant and other required details is liable to be summarily rejected. The Application should be signed by the Applicant, or by the Applicant's registered Power of Attorney holder. Similarly, in the case of a Company/ LLP/ Partnership/ Society/ Trust applying for a Unit, the Application should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution/ Authorization.
56. The Promoter has the right to conduct Know Your Customer (KYC) Verification of the Applicant by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant to provide the updated information, if any, from time to time. The Applicant agrees and acknowledges and hereby consents that the Promoter shall be entitled to use, process, disclose and hold any and all information provided by the Applicant to the Promoter, including any personal or sensitive information, in accordance with applicable laws and regulations, including disclosure of such information as may be required for the purposes hereof.
57. In case of joint applicants, all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant.
58. The Applicant(s) understands and confirms that the customer centric queries and individual issues, if any, concerning this Application will be resolved by the Customer Care Department of the Promoter.
59. All the rights and obligations of the Parties under or arising out of this Application shall be construed and enforced in accordance with the RERA Act including other Applicable Laws of India for the time being in force. In the event of any dispute or difference arising between the Parties, the same shall first be attempted to be resolved amicably through mutual discussions and settlement. If the Parties fail to resolve the dispute amicably, the matter shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended). Failing arbitration, or in the event of a deadlock, either Party shall have the right to approach the Uttar Pradesh Real Estate Regulatory Authority (UP-RERA) or such other competent authority as may have jurisdiction, for appropriate relief and resolution.
60. The Applicant(s) shall inform the Promoter in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Promoter shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant.
61. The Terms and Conditions mentioned in the Buyer's Agreement /Agreement for Sale shall be in addition to the Terms and Conditions mentioned herein. However, in case of any contradiction between the Terms and Conditions mentioned herein and terms and conditions specified in the Agreement, the terms and conditions specified in the Agreement for Sale, shall supersede the Terms and Conditions as set out herein.

**DECLARATION:**

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

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

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

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

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

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

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

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