

*This draft is prepared in consensus of the applicable rules of UPRERA and further subject to changes/amendments whatsoever, as required and/or in terms of rules & regulations.*

**LAVISH BUILDMART PRIVATE LIMITED**

**Registered Office: 41st Floor, Tower-1, M3M International Financial Center, Sector-66,  
Gurugram-122101, Haryana**

**Correspondence Office: 23rd Floor, Windsor Grand, Plot No.1C, Noida Expressway, Sector 126,  
Noida  
(CIN: U45300HR2007PTC056065)**

**APPLICATION FORM**

**LAVISH BUILDMART PRIVATE LIMITED**

**23rd Floor, Windsor Grand, Plot No.1C,  
Noida Expressway, Sector 126, Noida**

**Sub: Application Form for the provisional allotment of a unit bearing No. “[•] in the project “[•] (name of project)” (“Project”), proposed to be developed on Plot No. 01, Sector-94, Noida, Gautam Budha Nagar, Uttar Pradesh.**

Dear Sir/s,

I/We request that I/We may be provisionally allotted a unit bearing No. [•] on Floor [•], in Tower/Block “[•]” (**Tower/Block**), having carpet area of approx. \_\_\_sq. mtrs. (\_\_\_sq.ft.) (“**Carpet Area**”) and super area of approx. \_\_\_sq. mtrs.(\_\_\_sq.ft.) (“**Super Area**”) in the project namely “[•] (name of project)”, proposed to be developed by Lavish Buildmart Private Limited (name of promoter) (the “**Promoter**”) on the Plot No. -01, Sector 94, Noida, Uttar Pradesh (hereinafter referred to as the “**Unit**”).

I am/we are making this Application Form (“**Application**”) with the full knowledge that:

1. I am/we are aware that the Promoter was a successful bidder in auction for a plot carried out by the New Okhla Industrial Development Authority (“**NOIDA**”), and was allotted a Plot No. 1, admeasuring 52,035 Square Meters (560100 Sq. Ft.), situated in Sector-94, Noida, Uttar Pradesh (“**Total Land**”) under Scheme Code 2022-23 (Commercial Builder Plot-1).
2. I am/we are aware that by virtue of a Lease Deed dated 13.01.2023 in favour of the Promoter, duly registered with the Office of Sub-Registrar Sadar-II, Gautam Buddha Nagar as Document No. 223, in Book No. 1, Vol. No. 13301 at Pages 255 to 284 on 16.01.2023 (“**Lease Deed**”), whereby the leasehold rights of the Total Land to the Promoter for a term of 90 (Ninety) years commencing from 13.01.2023.
3. I am/we are aware that the Promoter is developing the aforesaid Total Land into a mixed land use project under the name and style of ‘**M3M The Cullinan**’, consisting of both residential and commercial developments out of which Land admeasuring 46,205 square meter. mtrs (herein after referred to the ‘**Phase-I**’), having registration certificate bearing no. **UPRERAPRJ442214**, dated **02.06.2023**.
4. That out of the Total Land, the balance / remaining land area ad-measuring 5,830 square meter, the Promoter is presently further developing a project under the name and style of “[•]” (the “**Phase-II/Project**”) along with amenities, facilities, services etc. and such other developments as may be permitted thereupon.

5. There shall be interconnection of essential common infrastructure facilities proposed to be provided within the Phase-I and Phase-II/Project being developed upon the Total Land such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc. All such common areas and facilities shall be available for use by all occupants of the entire development upon the Total Land.
6. I am/we are aware that the building plans have been approved by the competent authority vide Application No. [•], dated [•] (**Building Plan**) in accordance with and conformity with the prevalent laws and Master Plan of the NOIDA.
7. I am/we are aware that the Project is duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and the rules and regulations made thereunder having Registration No. [•].
8. The details of the Unit applied for, are mentioned in **Schedule-I** hereunder.
9. I am/ we are aware that the Promoter, shall be entitled to use any further additional Floor Area Ratio (FAR) obtained by the Promoter under any new or existing policy(ies) as approved and notified by the Government/concerned authorities from time to time under the applicable laws;
10. I am/we are aware that I/we shall have the right and beneficial interest only in respect of the common areas & facilities pertaining to the building in which my/our Unit is situated and more particularly as provided in the deed of declaration filed/ to be filed by the Promoter under the Applicable Laws and that I/We shall not be entitled to claim any rights or beneficial interests in the common areas & facilities which may be provided/defined by the Promoter as on the Project /Total Land except to the extent as may be provided/defined by the Promoter in the deed of declaration.
11. I/We hereby tender a sum of ₹ [•]/- (Rupees [•] only), as token amount, along with this Application towards a part of the booking amount being a part of Total Consideration Value (as described under **Schedule II** hereunder) for the Unit vide Cheque/Banker’s Cheque/Pay Order/Demand Draft bearing no(s) [•], dated [•], drawn on [•], payable at [•] or through electronic transfer vide NEFT/RTGS/UTR No. [•], sent through [•] Bank on [•].
12. I/We agree that the provisional allotment of the Unit shall be subject to my/our Application being complete in all respects and the initial booking amount deposited with this Application being realized by the Promoter. I/We also agree that the provisional allotment of the Unit shall be at the absolute discretion of the Promoter and in case of rejection of my Application, I/We undertake not to claim any compensation or interest from the Promoter except the refund of my/our initial/part booking amount. I/We acknowledge that I/We have been provided with a sample format of the allotment letter for our reference.
13. In the event, the Promoter agrees to provisionally allot a Unit to me/us, the Promoter shall send across the detailed agreement for sub-lease/buyer’s agreement (“**Agreement**”) which shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the Applicable Laws (*defined below*). I/We confirm that the copy of the Agreement has been shared with me/us. I/We have carefully gone through the same and have understood all the terms and conditions mentioned therein.
14. The allotment and sale of the Unit in the Project shall be subject to terms and conditions of this Application, the Agreement and the detailed terms and conditions as set out in the Agreement and the schedules and annexures attached thereto, the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) with Uttar Pradesh Real Estate Registration Rules along

with Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010), and other relevant laws (“**Applicable Laws**”) and I/We undertake to abide by all such terms and conditions.

15. I/We hereby agree and acknowledge the terms and conditions with regard to handover of possession of the Unit.
16. I/We agree to execute the Agreement in accordance with the provisions of the Applicable Law prevailing as on the date of execution. I/We undertake to pay the stamp duty and registration fee for the registration of the Agreement and/or other incidental expenses thereto as per the directions of the Government/ concerned authority.
17. This Application shall be confined and limited in its scope to the Unit in the said Project in accordance with the terms and conditions of Lease Deed executed by the Authority.
18. I/We confirm, that I/We have relied on my/our own independent judgment, investigation, physical inspection of the Project and inspection of documents including relevant sanctioned plans/development plan (for the Project), statutory approvals, the relevant information and details in deciding to make the present Application, and have not based my/our decision upon and/or been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. I/We confirm that I/We, have obtained appropriate professional advice before proceeding further with this Application. I/We have, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation, and being fully satisfied has/have decided to purchase the Unit. I/We further confirm having considered, reviewed, evaluated and satisfied myself with the specific features of the said Project in particular.
19. I/We understand that execution of this Application does not confer any rights to me/us in the Unit unless the Agreement for Sub-Lease (“**Agreement**”) of the Unit is executed with the Promoter on receipt of at least ten percent (10%) of the Total Consideration Value (as described under **Schedule II** hereinafter) of the Unit. I/We undertake that upon the provisional allotment of the Unit by the Promoter to me/us, I/We undertake to timely execute the Agreement and other documents in the manner and in accordance with the provisions of the Applicable Laws/ directions of the concerned authority at my/our expenses/costs.
20. I/We understand and confirm that in the event I/we fail or neglect to comply with any of my/ our obligations under the Application/Allotment Letter, including (but not limited to) making payment of all due amounts (and interest thereon, if any) as per payment schedule (contained under **Schedule III** below) or seek to withdraw or cancel the allotment or deny/delay/neglect to execute and/or register the Agreement, I/We shall be deemed to be in default and the Promoter shall be entitled to (a) cancel the allotment made in my/our favour, (b) deal with the Unit in the manner deemed fit by the Promoter without any objection/claim from me/us, and (c) forfeit the Booking Amount (being 10% of the Total Consideration Value as detailed under **Schedule II**) alongwith (i) interest on any overdue payments; and (ii) brokerage paid/payable by the Promoter to the channel partner/broker in case the booking is made by the Applicant(s) through a channel partner/broker and (iii) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws and (iv) Pre-EMI cost paid or reimbursed by the Developer and (v) administrative charges as per Promoter’s policy and (vi) any Other Charges (*mentioned below*) and fees payable by the Promoter to the government authorities including but not restricted to the Pass Through Charges (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate/payout/ benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent

booking and other similar consequential or incidental costs or losses (“**Non-refundable Amount**”). The rate of interest payable by I /we to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus one percent. For sake of clarity, the interest and/or taxes paid on the Total Consideration Value shall not be refunded upon such cancellation/termination. It is clarified that the Promoter shall under no circumstance be liable to return/refund any portion of the applicable taxes or development charges/any pass through charges paid/incurred by me/us to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by me/us over and above the Booking Amount. The Promoter shall refund the amount refundable to me/us after re- allotment of the Unit. It is clarified that the refundable amount, if any, shall be refunded by the Promoter only to me/us.

21. I/We agree that timely payment of the instalments of the Total Consideration Value and Other Charges (as mentioned in **Schedule II** hereinafter), as per the Payment Plan (as mentioned in **Schedule III** hereinafter) is the essence of the allotment. I/We declare and confirm that I/We have understood the Payment Plan and the binding effect of the terms and conditions and the implications of non-compliance thereof.
22. I/We are fully aware of the Total Consideration of the Unit, and also the applicability of the Goods & Services Tax (“**GST**”) at the rates as applicable from time to time, on the Total Consideration of the Unit. I/We are also aware of GST having come into existence with effect from 01.07.2017. Therefore, the Application has been made by me/us being fully aware that all payments made on and after 01.07.2017 will attract GST under the Applicable Laws. I/We confirm that I/We shall not claim any GST credit and/or claim any reduction in Total Consideration Value of the Unit due to application of GST.
23. The Promoter, subject to force majeure circumstances (*as defined under the Agreement for Sub Lease*), proposes to complete the Project and handover the possession thereof after obtaining the temporary/part/ deemed occupation certificate from concerned authority on or before [•] or such extended time as granted by UP RERA or the concerned authority.
24. I/We have applied with full knowledge and understanding of all Applicable Laws, which have also been duly explained by the Promoter and understood by me/us. My/Our particulars are stated in **Schedule IV**.
25. The documents as mentioned in **Schedule V** are enclosed herewith this Application.
26. The communications sent by the Promoter on the e-mail address provided by the First Applicant(s) shall be deemed to have been duly served upon me/us.

I/We, after having read, understood and agreed with the Terms and Conditions (contained under **Schedule VI** annexed hereto) and the terms contained in the Agreement to sub-lease and the limitations and obligations of the Promoter and the Applicant(s) respectively, do hereby apply for booking of the Unit in the Project.

#### **DECLARATION:**

I/We have fully read and understood the terms and conditions as set out in this Application and Schedules annexed thereto. I/We undertake to abide by such terms and conditions including any amendments therein from time to time. I/We further declare that the details/information provided in the Application are true and nothing has been concealed. In the event of any notice in the knowledge of the Promoter of details/information provided by me/us being false and untrue on my/our part, the Promoter at its sole discretion may cancel the Allotment, forfeit the amounts as stated hereinabove and initiate appropriate legal action at my/our costs, risks and consequences.

Yours faithfully,

Date:

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

Signature of Applicant(s)

[•] (*CHANNEL PARTNER'S NAME & ADDRESS*)

(As registered with Uttar Pradesh Real Estate Regulatory Authority):

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**Channel Partner's Seal and Signature**

RERA Registration No. \_\_\_\_\_ dated \_\_ registered with the Uttar Pradesh Real Estate Regulatory Authority.

(First/Sole Applicant)

(Second Applicant)

(Third Applicant) (Fourth Applicant)

**SCHEDULE I**  
**DETAILS OF THE UNIT**

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Unit No.: \_\_\_\_\_, Floor No. \_\_\_\_\_, **Tower/Block** \_\_\_\_\_, Building No. \_\_\_\_\_

**Carpet Area** of the Unit \_\_\_\_\_ sq.ft. / \_\_\_\_\_ sq. mtr. (approx.) (**“Carpet Area”**) (1 sq.mtr. = 10.764 sq.ft.)

**Super Area including terrace (if applicable)** of the Unit \_\_\_\_\_ sq.ft. / \_\_\_\_\_ sq. mtr. (approx.) (**“Super Area”**) (1 sq.mtr. = 10.764 sq.ft.)

*Alongwith proportionate undivided, indivisible and impartible sub-leasehold rights in the land underneath the building in which the Unit is situated and common areas in the building wherein the Unit is situated.*

**“Carpet Area”** shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.

## SCHEDULE II

### TOTAL CONSIDERATION VALUE OF THE UNIT

Total Consideration Value of the Unit is ₹ \_\_\_\_\_ / - @ ₹ \_\_\_\_\_ / - per sq. ft. of  
 Carpet Area (Total Consideration of the Unit is ₹ \_\_\_\_\_ / - and GST amount of  
 ₹ \_\_\_\_\_ / -\*)

Carpet Area of \_\_\_\_\_ sq. mtrs. / \_\_\_\_\_ sq. ft. (approx.)

#### Other Charges for the Unit:

*In addition to the Total Consideration Value, the Applicant(s) shall be liable to pay the following:*

#### **Other Charges**

- *Interest Free Maintenance Security (IFMS) of ₹. \_\_\_\_\_ /*
- *Lease Rent (as applicable) with GST*
- *Possession Charges (Power Back Up Infrastructure Charge, Electrical Installation Charge) ₹. \_\_\_\_\_ / -per sq. ft. of Super Area.*

#### **Additional Charges**

- *Advance maintenance charges ₹. \_\_\_\_\_ /- sq.ft of Super Area*
- *Stamp duty and registration charges (as applicable)*

#### **Notes/Terms:**

- a) All payments are to be made by A/c payee cheque/banker's cheque/pay order/demand draft payable at New Delhi/Gurugram/Noida only or through electronic transfer mode (as permissible under Applicable Laws) drawn in favour of/to the account of “ [•] (*details of the project's collection account*) ”.
- b) The Application would be considered for provisional allotment subject to realization of the initial booking amount (mentioned in the Application above). The date of clearing of the instrument/receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.
- c) The provisional allotment shall be valid only subject to clearance of amounts tendered by the Applicant(s) and subject to future payments on time.
- d) Upon issuance of the provisional Allotment Letter, the Applicant(s) shall be liable to pay the Total Consideration Value, and the Other Charges for the Unit as specified herein, in accordance with Payment Schedule (**Schedule III**) together with the applicable government taxes and levies, time being of all essence.



- e) The Total Consideration Value of the Unit includes recovery of land premium, development/construction of not only the Unit but also the common areas and facilities, limited common areas and facilities (if applicable cost of providing electric wiring ,electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and facilities and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the Agreement), excluding GST payable by the Allottee.
- f) In addition, the Applicant(s) shall also be under an obligation to make payment of lease rent/any taxes/statutory charges including but not limited to fees/levies/cess, etc, if there is any revision/modification in the lease rent/taxes/statutory charges including but not limited to fees/levies/cess etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/decreased based on such revision/modification.
- g) That the carpet area of the Unit is as per approved building plans. If there is any increase in the carpet area which is not more than 3% of the carpet area of the Unit allotted, the Promoter may demand for such increase from the Allottee as per next milestone of the payment plan. All the monetary adjustments shall be made at the same rate per square meter as per the Agreement.
- h) The Applicant(s) shall also pay, as and when demanded by the Promoter, any other statutory taxes, pro-rata share in duties, statutory charges including but not limited to lease rent/one time lease rent/enhanced lease premium/enhanced compensation, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter.
- i) The Applicant(s) shall further be liable to pay any revision/modification included but not limited to any enhancement of lease premium or lease rent or enhanced compensation payable to erstwhile land owners under the land acquisition proceedings and/or any other increase in charges/cess/fees/levies which may be levied or imposed by the competent authority from time to time. It is clarified that if any input credit becomes available in respect of said applicable Taxes, then the Promoter shall solely be entitled to the same as the Promoter has already accounted for adjusting the same in the Total Consideration Value stated herein.
- j) The Applicant(s) shall further be under obligation to pay the labour cess (if any) in addition to the Total Consideration Value and which shall be intimated by the Promoter in due course of time.
- k) The Applicant(s) shall also pay, as and when demanded by the Promoter, the pro-rata share of any Goods & Services Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter. The Applicant(s) shall further be liable to pay any change/modification in such taxes, duties, charges, cesses, levies etc. 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).
- l) The Applicant(s) shall, in relation to the Unit (so allotted), make all payments to the Promoter from its own bank account only. However, the Applicant(s) alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit (so allotted) shall be issued in favour of the Applicant only. Payments from sources other than the Applicant(s) ("**Third Party**") is/are to be accompanied with requisite no objection certificate(s) as per the approved format of the Promoter failing which the Promoter may in its sole discretion reject the same and return such payments directly to said Third Party.

- m) The Agreement shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the Applicable Laws.
- n) If Allotment of the Unit is cancelled either by the Applicant(s) or by the Promoter, the Applicant(s) shall cease to have any claim against/upon the Unit and/or against the Promoter (except for the refund as stated herein) and the Promoter shall be free to deal with the Unit in any manner whatsoever without any further reference/intimation to the Applicant(s).
- o) Please further note that the Agreement to Sub Lease contains detailed terms and conditions of the sublease of the Unit in favour of the Applicant(s). Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement to Sub Lease shall prevail.
- p) The payment of the refund amounts, if any, shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Applicant(s) towards Total Consideration Value is less than the Booking Amount (being 10% of the Total Consideration Value), the Applicant(s) shall be liable to pay to the Promoter the deficit amount.
- q) Keeping in view the investments (i.e. time, labour and money) made by the Promoter in developing the Project, the Applicant(s) agree that upon receipt of occupation certificate/part occupation / deemed occupation certificate and issuance of 'Notice for Offer of Possession' by the Promoter to the Applicant(s), the Applicant(s) shall not be entitled to terminate the Agreement or withdraw from the Project for any reason whatsoever. The Applicant(s) agrees that in case the Applicant(s)) withdraws from the Project after the receipt of the occupation certificate and issuance of notice for offer of possession at no fault of the Promoter, then the Promoter shall be entitled to forfeit the entire amount paid by the Applicant(s). The Applicant(s) further agree/s and acknowledge/s that the Promoter's obligation of constructing the Unit shall come to an end on receipt of the occupation certificate/part/deemed occupation certificate and/or issuance of the Notice for Offer of Possession and that subsequent to the same, the Applicant(s) shall be obliged and bound to complete its obligations under the Agreement and take the possession of the Unit.
- r) The heads as mentioned in this Application and more particularly the payment schedule are subject to change as per and as permissible under the Applicable Laws.
- s) On 'Notice for Offer of Possession' all other payments due for previous milestones as well as the Other Charges and Additional Charges (*specified under Schedule II of Payment Plan above*), if not called for shall become payable within prescribed timelines.
- t) The sequence of construction milestones is indicative in nature and is subject to change during the course of construction. While the time linked instalments shall be raised within the given timeframe, the construction linked demands shall be raised based on the actual stage of construction as applicable for the Applicant's Unit as the case may be, which can be earlier or later to the indicative milestones or in between the time linked instalments as mentioned in the payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
- u) In the event any amount by the Applicant is prepaid, the Promoter is entitled to retain and adjust the balance/excess amounts received against the future milestone payment due and payable by Applicant(s).
- v) The Applicant shall be liable to make instalment payment(s) within the time limit specified in the

Demand Notice notwithstanding the pendency of any other formalities to be complied with by the Applicant(s) and/or sanction of bank loan/lending facility etc. Any delay or default in making payment of the instalments, the Promoter shall charge interest at the rate of State Bank of India's highest marginal cost of lending rate plus one percent (1%) per annum from the due date or as may otherwise be prescribed under the provisions of the RERA read with Uttar Pradesh Real Estate Registration Rules and any modifications thereunder.

- w) Stamp duty and registration charges on actuals shall be payable by the Applicant(s) over and above the Total Consideration Value/Other Charges.
- x) It shall be the sole responsibility of non-resident/foreign national/Person of Indian Origin to comply with the provisions of Foreign Exchange Management Act, 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India and other competent authorities.
- y) To avoid penal consequences under the Income Tax Act, 1961, where Total Consideration Value for the Unit is ₹50,00,000/- (Indian Rupees Fifty Lakhs only) or more, the Applicant(s) is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013), by deducting Tax at Source (TDS) as per the applicable rate from each instalment/payment to avoid penal consequences under Income Tax Act, 1961. Applicant(s) shall be required to submit TDS certificate and Challan showing proof of deposition which shall also be a condition precedent to the handover of possession and execution of the Sub- lease Deed in favour of the Applicant(s) from the date of tax so deposited to the Promoter so that the appropriate credit may be allowed to the account of the Applicant(s). The Applicant(s) agrees and undertakes that if the Applicant(s) fails and/or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and/or the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Promoter then the amount of TDS shall be considered as pending/unpaid receivable from the Applicant(s) and handover of the possession of the Unit shall be subject to adjustment/recovery of such amount.
- aa) Taxation particulars of **LAVISH BUILDMART PRIVATE LIMITED [PAN No.: \_\_\_\_\_]**  
**GST NO.:** \_\_\_\_\_
- bb) The term 'Applicant' shall come into force upon Allotment, accordingly, the above terms shall be read as Applicant/Applicant(s), as the case may be.
- cc) Here are a few details to keep in mind if you are paying through RTGS

**RTGS Details for '[.]'**

**Bank Name:** '[.]'

**Account No.:** '[.]'

**IFSC Code:** '[.]'

**Account Name:** '[.]'

**Bank's Address:** '[.]'

**SCHEDULE III  
PAYMENT PLAN**

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Construction-Linked Payment Plan ☐

Down Payment Plan ☐

Time Linked Plan ☐

Possession Linked Plan ☐

Other Plan ☐

If yes, specify details: \_\_\_\_\_

*[Insert Customized Payment Plan]*

**FOR OFFICE USE ONLY**

Receiving Officer: Name:

Signature:

Date:

**ACCEPTED ☐/REJECTED ☐**

**REGISTRATION NO:**

1. Type of Booking: Direct ☐/through Channel Partner/ Real Estate Agent  
☐

2. Remarks (if any) :

Date:

Place:

**SCHEDULE IV**  
**PARTICULARS OF THE APPLICANT(S)\***

My/Our particulars are given below for your reference and records:

**1. SOLE OR FIRST APPLICANT**

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

Son/Wife/Daughter of \_\_\_\_\_

Nationality: \_

Date of Birth: / / ; Anniversary date: / / .

Business/Profession:

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin

Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax:

UID/Aadhar No. (only in case of Resident/Non-Resident): (Photocopy of UID/Aadhar to be attached)

Mailing Address:

Please affix your  
photograph here  
and sign across it

PIN Code:

Tel. No. Fax No.

E-mail Id. Mobile No.

Permanent Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Payment mode (Optional): Self ☐ Home Loan Applicant ☐ Name (as per Bank Account):

Name of Applicant's Bank:

Bank Account No.: \_

**DECLARATION:**

I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We, hereby confirm that in case any of the information and details given by me 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 Application, if executed without any liabilities and penalties, and forfeit the amounts as stated hereinabove.

**Signature of First Applicant**

**SECOND APPLICANT (if any)**

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

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

Nationality: \_\_

Date of Birth: / / ; Anniversary date: / / .

Business/Profession:

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin:

Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax:

UID/Aadhar No. (only in case of Resident/Non-Resident): (Photocopy of UID/Aadhar to be attached)

Mailing Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Permanent Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Office Name & Address:

Payment mode (Optional): Self ☐ Home Loan Applicant's Name

(as per Bank Account):

Name of Applicant's Bank:

Bank Account No.:\_\_

Please affix your  
photograph here  
and sign across it

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

**Signature of Second Applicant**

**THIRD APPLICANT (if any)**

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

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

Nationality: \_\_

Date of Birth: / / ; Anniversary date: / /

. Business/Profession:

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin

Please affix your  
photograph here  
and sign across it

Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached) Ward/Circle/Special range  
and place where assessed to Income Tax:

UID/Aadhar No. (only in case of Resident/Non-Resident): (Photocopy of UID/Aadhar to be  
attached)

Mailing Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile

No. Permanent Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Office Name & Address:

Payment mode (Optional): Self ☐ Home Loan ☐

Applicant's Name (as per Bank Account):

Name of Applicant's Bank:

Bank Account No.:\_\_

**DECLARATION:** I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We, hereby confirm that in case any of the information and details given by me 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, and forfeit the amount as stated herein above.

**Signature of Third Applicant**

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

Sole Proprietorship Firm [ ] Private Limited Company [ ] Public Limited Company [ ] Limited Liability Partnership [ ] Partnership Firm [ ] Registered Society [ ] Registered Trust [ ]/Others

Date of Incorporation/Registration/Formation: \_\_\_\_\_

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

Bank Details: Name of Bank: \_\_\_\_\_

Address of the Bank/Branch: \_\_\_\_\_

Bank Account No. :\_IFSC Code: \_\_\_\_

PAN No.: \_\_\_\_

Communication Address: \_\_\_\_

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Pin Code: \_\_\_\_

E-Mail: \_\_\_\_

Nationality: \_

Telephone Nos:\_\_\_\_Mobile: \_\_\_\_\_

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

**Signature of Applicant**

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*\* The word "Applicant" as used in this Application means and includes an individual applicant and all joint applicants, jointly and severally, as the case may be. This Application is and shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and Real Estate Registration Rules for the State of Uttar Pradesh (along with the rules and regulations as may be framed thereunder).*

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## **SCHEDULE- V**

### **DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM**

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- It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application.
- Documents to be submitted:

#### **Resident of India**

- Copy of PAN Card.
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election card, Driving License, Aadhar Card or any other Govt. Id).
- Proof of Citizenship.
- Any other document/certificate as may be required by the Company/Promoter.

#### **Partnership Firm/LLP**

- Copy of PAN Card of the Partnership Firm.
- Copy of Partnership Deed.
- Office Address Proof.
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required.

#### **Company**

- Copy of PAN Card of the Company.
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address.
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.

#### **NRI/PIO**

- Copy of Individual's Passport/PIO Card.
- Address Proof.
- 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.  
In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant(s) and not from the account of any third party.

1. I/We acknowledge, agree and undertake that I/We shall neither hold the Promoter or any of its Group/Subsidiary/Associate Company/Sister concerns/affiliates liable/responsible for any representation(s)/commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Promoter or any of its Group/Subsidiary/Associate Company/Sister concerns/affiliates with respect thereto.
2. All the above information provided by me/us, is/are true and nothing has been concealed or suppressed.
3. I/We undertake to inform the Promoter promptly of any changes to the above information and particulars furnished by me/us.
4. I/We have fully read and understood the Terms and Conditions attached hereto as **Schedule VI** and do hereby solemnly agree, undertake and covenant to abide and be bound by them and also by the area, Total Consideration Value, estimated Other Charges and payment terms as set out

herein. Further, I/We acknowledge that I/We shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein and/or as may be contained in the Agreement for Sub Lease. I/We understand that the 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 said Agreement.

5. I/We, have paid an amount of ...../- (Rupees .....)  
.....) vide Cheque/Demand Draft/NEFT/RTGS/Debit Card/Credit Card as part of Booking Amount (as defined hereinafter) payable by me/us as per terms of this Application and subject to realisation.
6. I/We understand that submission of this Application neither constitutes any binding contract or Agreement to Sell, nor the receipt of the amounts paid with this Application by me/us would tantamount to any acceptance of my/our Application and shall not bind the Promoter to provisionally allot the Unit in my/our favour.
7. I/We hereby confirm and agree that the Promoter shall be liable and responsible only for and in relation to the written communication through the authorized personnel of the Promoter. The Promoter, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicants and any third parties and/or any agreement or understanding arrived at with the said third parties.
8. I/We acknowledge that I/We are fully satisfied with the title of the Promoter to develop, construct, promote, brand, market and sell the Project, receive applications for booking and make allotment of the Unit, formulate terms and conditions for allotment, to receive the costs and charges from Applicants as may be payable in respect of the Unit, negotiate, finalise, sign and execute the Agreement and Sub Lease Deed, and execute all such other documents as may be required or as may be deemed necessary and otherwise to do all such acts, deeds or things as may be necessary in relation hereto.
9. 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 being fully aware and conscious of my/our duties, liabilities and obligations.
10. I/We fully understand that the Promoter reserves the right to accept or reject the Application at its sole discretion. In the event of rejection of my/our Application, the Promoter shall refund the entire amount paid along with the Application without payment of any compensation or interest thereon.
11. 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, if any.
12. That the scope of the Application is limited to the conditions for allotment/sale of the Unit in the Project being developed as per approved building plans and for the consideration agreed herein only. All the amounts as set out in the Application/Schedule/Allotment Letter and payable by the Applicant(s) in accordance with the Payment Plan are solely in lieu of the consideration for the transfer/sale/Sub Lease of the Unit so allotted by the Promoter.
13. 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(s) with their full legal import and effect and the Applicant(s) has/have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the

Agreement has been made available to the Applicant(s) at the time of this Application.

14. The Applicant(s) hereby confirms that he/she/it/they is/are making this Application with full knowledge of all the Applicable Laws for the State of Uttar Pradesh in general and the Project in particular.

Yours faithfully,

Name of the First Applicant

Name of the Second Applicant

Name of the Third Applicant

**Date:** \_

**Place:** \_

## SCHEDULE VI

### TERMS AND CONDITIONS

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This Application is subject to terms and conditions given hereunder and shall be binding on the Applicant(s). These are indicative key terms and conditions of the provisional allotment and Agreement to Sub-Lease (“**Agreement**”) to be executed between the Applicant(s) and the Promoter. Detailed terms and conditions shall be set out in the Agreement. *Post the allotment of a Unit by the Promoter, the Applicant(s) shall be referred to as the Allottee, accordingly wherever the context so requires the term ‘Applicant(s)’ shall be read as ‘Allottee(s)’.*

1. The Applicant(s) is fully aware and acknowledges that the project “[•]” is not being promoted, developed and/or sold by M3M India Private Limited. The use of the word/name/mark “M3M” is under NOC (No Objection Certificate) from M3M India Private Limited, use whereof is subject to the permission being granted by M3M by grant of NOC (No Objection Certificate) to use its brand name, the use of the word “M3M” shall in no manner be construed or interpreted as M3M India Private Limited being the Promoter and/or Promoter of the Project or any part thereof.
2. 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(s) with their full legal import and effect and the Applicant(s) has/have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the Agreement has been made available to the Applicant(s) at the time of this Application.
3. The Applicant(s) is applying for allotment of the Unit in the Project under this Application, after fully understanding the development scheme as envisaged by the Promoter and with full knowledge of all the laws/notifications and rules applicable to the Project and has/have satisfied himself/themselves/itself about the rights/title/interest of the Promoter in the Project, and has understood all limitations and obligations of the Promoter in respect thereof.
4. The Applicant(s) has/have gone through all the terms and conditions of the draft Agreement (Agreement to Sub Lease) which has been made available to him/her/them for his/her/their perusal and understanding at the time of Application and the Applicant(s) has/have understood the mutual rights and obligations detailed therein.
5. The Applicant(s) is satisfied about the rights and interest of the Promoter to develop, sell and market the Unit in the Project to be developed and the rights, interest and title of the Promoter therein. The Applicant(s) has understood all the limitations, restrictions, requirements and obligations in respect thereof.
6. The Applicant(s) confirms that the Applicant(s) has/have relied on his/her/its/their own independent judgment, investigation, physical inspection of the Project site and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has/have not based his/her/its/their decision upon and/or has/have not been influenced by any illustrative architect’s plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. The Applicant(s) confirms that he/she/it/they has/have obtained appropriate professional advice before proceeding further with this Application. The Applicant(s) has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the Unit. The Applicant(s) further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project.

7. The Applicant(s) has represented and warranted to the Promoter that it has/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(s) and/or its spouse/parents/children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/proceedings whatsoever against the Promoter, any of its affiliates or associates. The Applicant(s) 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(s) shall be liable to all the consequential action there under.
8. The Applicant(s) hereby assures, confirm and declare that all payments made by it are obtained from legal source and are not proceeds of crime. The Applicant(s) shall at all times keep the Promoter, it's directors, employees and agents fully indemnified against any loss, claim or damage that may be caused, or any legal action (including expenses for any legal action) that may be taken against the Promoter, it's directors, employees and agents for accepting any payments by the Applicant(s). The Applicant(s) hereby confirms that in the event the payments made by it or any part thereof is found to be proceeds of crime, then in such an event the Promoter shall be at liberty to cancel the allotment, without issuing any notice regarding the same to the Applicant(s).
9. It is expressly clarified that the Promoter has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of the Project and no impression/representation of any kind has been given to the developments and/or constructions that may take place outside the boundary of the Project or the Total Land.
10. The Applicant(s) hereby confirms that he/she/it/they is/are making this Application with full knowledge of all the Applicable Laws, applicable in the State of Uttar Pradesh and those related to the Project being developed.
11. 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 and/or the nominated maintenance agency and/or registered Association of Allotees/ Master Association, as the case may be for the maintenance and upkeep the Project/Total Land, "[•]", as the case may be, in general as and when required along with declarations and undertakings contained therein. The Applicant(s) accepts that the execution of the said documents shall be a condition precedent to the execution of the Sub Lease Deed for the Unit.
12. The Applicant(s) agree(s) to pay the Total Consideration Value of the Unit along with Other Charges (*as mentioned under Schedule – II*), as per the opted Payment Plan and/or as may otherwise be communicated by the Promoter from time to time mentioned in **Schedule- III ("Payment Plan")** of this Application. The break-up and description of the Total Consideration Value and Other charges is described in **Schedule-II** of this Application. If the Applicant(s) delays in payment towards any amount which is payable, it shall be liable to pay interest, on all the amounts which are due & payable by the Applicants(s) under and in furtherance to this Application, if any. The said interest shall be current State Bank of India's Highest Marginal Cost of Lending Rate plus 1% per annum or such other rate of interest higher/lower than 1% as may be prescribed from time to time under the Act and rules made thereunder.

13. The Applicant(s) shall further be liable to pay any enhancements in any tax/charges/compensation/lease rent/one-time lease rent as applicable/lease premium 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. The Applicant(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when the Sub Lease Deed with the concerned Sub Registrar is executed by the Promoter.
14. The Total Consideration Value and Other Charges shall be payable by the Applicant(s) directly to the Promoter as per the Payment Plan (**Schedule-III**) on the timeline agreed herein and without any delay or demur. The timely payment of the Total Consideration Value and Other Charges shall be of the essence.
15. The Applicant(s) has/have understood the Total Consideration Value and Other Charges as laid down in **Schedule II** of this Application.
16. It is clarified that the Total Consideration Value shall be payable by the Applicant(s) in the manner and into the designated bank account of the Promoter, the details whereof are specified in this Application or as may be specified from time to time by the Promoter.
17. The Promoter shall adjust any payment received from the Applicant(s) 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.
18. The Applicant(s) confirms and represents that the Promoter has never indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right or title of any kind whatsoever, in any other unit (other than the said Unit), any land, or other areas in the Project, etc. save and except, as mentioned herein.
19. The Total Consideration Value as mentioned in the Application followed by the Agreement will include recovery of land premium, development/construction of not only the Unit but also the common areas and facilities, (if applicable cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and facilities, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the Agreement).
20. The Applicant(s) shall also pay, as and when demanded by the Promoter, any other statutory taxes, pro-rata share in duties, statutory charges including but not limited to lease rent, one time lease rent, lease premium, enhanced compensation, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter. The Applicant(s) shall further be liable to pay any revision/modification in lease rent, one time lease rent, lease premium, taxes, duties, statutory charges, cesses, levies etc. as may be levied by the Government or any statutory/competent authority, even if such statutory charges, cesses, levies etc. are retrospective in effect, if there is any revision/modification in the taxes/statutory charges/fees/levies/cess etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/decreased based on such revision/change/modification. It is clarified that if any input credit becomes available in respect of said applicable taxes, then the Promoter shall solely be entitled to the same as the Promoter has already accounted for adjusting the same in the Total Consideration Value stated herein.

21. The Applicant(s) shall further be under obligation to pay the labour cess (if any) in addition to the Total Consideration Value, and Other Charges which shall be intimated by the Promoter in due course of time.
22. Taxes (GST and cess or any other taxes/fee/charges/levies etc. which may be levied, in connection with the development/construction of the said Project) paid/payable by the Promoter upto the date of the handing over of the possession of the Unit along with right to use car parking, if applicable to the Applicant(s), as the case may be, after obtaining the necessary approvals from the competent authority for the purposes of such possession. Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/decreased based on such change/modification. Provided further, if there is any increase in the taxes/charges/fees/levies etc., after the expiry of the scheduled date of completion of the said Project as per the registration with the Authority, which shall include the extension of the registration, if any, granted to the Promoter by the Authority, as per the Act, the same shall not be charged from the Applicant(s) unless otherwise permitted by Applicable Law(s).
23. The Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Applicant(s) to the Promoter for the sale of Unit to the Applicant(s), shall be payable by the Applicant(s) as applicable from time to time as per the applicable rates.
24. The Promoter has made it clear to the Applicant(s) that it may carry out extensive developmental/construction activities now or in future in which the said Project/Unit is located and that the Applicant(s) has confirmed that the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Promoter on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental/construction activities or incidental/related activities.
25. It is made clear by the Promoter and understood by the Applicant(s) that the Applicant(s) shall have no rights including right of ownership/lease/sub-lease in the land, all roads, open spaces etc. save and except, as specified herein. It is further clarified that the general common areas like roads, open spaces etc. are common and for the benefit of all allottees of the Project. All rights and interests to develop the Total Land shall vest solely with the Promoter and the Promoter shall have the sole and absolute authority to deal in any manner with the Total Land. The Promoter relying on this specific undertaking of the Applicant(s) in this Application may finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns, etc.
26. The Promoter has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has/have understood and agreed that the computation of the Total Consideration Value of the Unit does not include any recovery or payments towards running and operation of the common amenities and facilities, other recreational and sporting activities, if any. As regards payment of Maintenance Charges (*defined herein*), the Applicant(s) shall enter into a separate Maintenance Agreement with an agency designated by the Promoter or Association of Allottees/Master Association, as the case may be, and shall make payment of such Maintenance Charges as demanded by the Promoter/Maintenance Agency/Competent Authority, as the case may be.
27. That the Unit is PNG enabled (if applicable) and that the Developer shall provide the PNG connection till the main entry/meter room and that it shall be the responsibility of the Applicant to take connection from the main line to its Unit, for which the Applicant shall directly make an application with duly nominated PNG Supplier in the Project, at its own cost and expense.

28. That the Applicants for the Units meant for food & beverages and restaurants at various levels in the Project shall be required to provide dry scrubber in their Unit, at their own cost and expense, specifications for which shall be provided by the Developer.
29. In case it is required, the Promoter will facilitate formation of a Master Association of all Allottees of the different categories of the Units in the Project, over a period of time, the charges for which shall be proportionately contributed by the owners of the Units through their respective Associations. However, till then the role of the Master Association shall be performed by the Promoter or its assignee/appointed maintenance agency at the proportionate cost/contribution of the respective allottees.
30. The Applicant confirms and agrees that there shall be interconnection of essential common infrastructure facilities, provided in the Total Land such as power back-up, water supply, sanitary and drainage fittings, water lines, sewer lines, storm water drains, roads, electricity etc. which shall be available for use by all occupants of the Project, which has been/shall be developed in due course. However, Applicant(s) agree and undertake that Applicants(s) shall be liable to pay the requisite Maintenance Charges in respect of such interconnected essential common infrastructure facilities provided/to be provided in the Total Land as may be fixed by the Promoter/ nominated Maintenance Agency/Competent Authorities, as the case may be from time to time.
31. The Promoter has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has/have understood and agreed that the computation of the Total Consideration Value of the Unit does not include any recovery or payments towards (i) running and operation of the common amenities and facilities or any other conveniences, community buildings/sites, other recreational and sporting activities, if any provided on the Said Total Land (ii) any rights over areas reserved/restricted for any other allottee/right-holder at the Project; or (iii) any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws; or (iv) taxes which may become leviable under the provisions of the Applicable Law or any amendments thereto pertaining or relating to the sale of Unit; (v) charges for electric sub-station/solar panel charges/EV Stations. The Applicant(s) fully understands that the Promoter is free to deal with the Project or any part of the Project in any manner as the Promoter may deem fit. As regards payment of Maintenance Charges, the Applicant(s) shall enter into a separate maintenance agreement with an agency designated by the Promoter or association of allottees or competent authorities and shall make payment of such Maintenance Charges as demanded by the Promoter/maintenance agency/association of allottees, as the case may be. The Applicant has agreed and understood that he/she/they shall be liable to pay the common expenses for running, maintenance and operation of the common areas and facilities as determined by the Promoter, till such time the common areas and facilities are transferred to the association; and thereafter to the association and uniformly made applicable for all sub- lessees/right-holders at the Project. The Applicant agrees to pay the additional expenditure incurred thereon on a pro-rata basis along with other unit owners as determined by the Promoter in its absolute discretion.
32. The Promoter shall not make any material additions and alterations in the sanctioned building plans, layout plans/demarcation-cum- zoning plans and the specifications, amenities and facilities as described in the Agreement in respect of the Unit, without the previous written consent of the Applicant(s) as per the provisions of the Applicable Laws made thereunder and/or as per the approvals/instructions/guidelines of the competent authorities..
33. The Promoter shall confirm the final Carpet Area of the Unit that will be allotted to the Applicant(s) after the construction of the building/Unit, as the case may be, in the Project and upon receipt of the occupation certificate/part/deemed occupation certificate (as the case may be) from the Competent Authority. The Total Consideration Value payable for the Unit after taking into account the revised



Carpet Area shall be recalculated upon confirmation by the Promoter and if there is a reduction in the carpet area then appropriate adjustment shall be carried for the amount paid by the Applicant(s) against the future milestone payment due and payable by the Applicant(s). If the increase in the Carpet Area of the Unit (and such increase is not more as prescribed under the Applicable Laws) allotted to the Applicant(s), the Promoter may demand that from the Applicant(s) as per the next milestone of the Payment Plan. No other claim, monetary or otherwise, shall lie against the Promoter.

34. The Applicant(s) further understands and agrees that for the purposes of the Act, there is a variance in the value of the Unit inter-se each category as is required/permissible by the Applicable Laws. The Applicant(s) also understands that the common areas and facilities are common for the occupants in the building and same shall be used harmoniously by the Applicant(s) along with other occupants of the building without causing any hindrance or obstruction. As the interest of the Applicant(s) in the common areas is undivided and cannot be partitioned, this would require the Applicant(s) to use the common areas within the building only harmoniously along with other Applicants of the Project/the building, being developed on the Total Land, without causing any inconvenience or hindrance to them.
35. The Applicant(s) agrees and undertakes that if the Applicant(s) fails and/or neglects to deduct the Tax Deduction at Source (“TDS”) or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Promoter then the amount of TDS shall be considered as receivable from the Applicant(s) and handover of the possession of the Unit shall be subject to adjustment/recovery of such amount.
36. It is understood by the Applicant(s) that 10% of the Total Consideration Value, shall be construed, considered and treated as “**Booking Amount**”, to ensure the performance, compliance and fulfilment of his/her/their obligations under this Application/ Agreement. The Booking Amount shall be payable by the Applicant(s) as per the Payment Plan and will include token amount paid by the Applicant(s) at the time of making this Application for booking/allotment of the Unit (subject to realization).
37. Timely payment of the Total Consideration Value in accordance with the Payment Plan as agreed by the Applicant(s) shall be essence of the allotment, and the Applicant(s) hereby agrees and undertakes to pay all the amounts due and payable to the Promoter in accordance with the Payment Plan opted by the Applicant(s) in **Schedule-III** on or before the respective due dates. It is being clarified that the Promoter shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the demand notice/invoice raised by the Promoter. In the event of the Applicant(s) committing default in the payment and/or in observing and performing any of the terms and conditions of provisional allotment or not wanting to go ahead with the transaction, the Promoter can give 15 (fifteen) days prior written notice to remediate such breach/default. In the event the Applicant(s) fails to remediate such breach/default within the stipulated period 15 (fifteen) days thereof or if at any point the Applicant(s) does not intend to proceed with the transaction to purchase the Unit, the Promoter shall be at the absolute liberty to cancel/terminate the provisional allotment. Thereafter, the Applicant(s) claim shall be restricted to the balance amount (if any) to be refunded to the Applicant(s) as aforementioned. The Promoter shall also, post expiry of such period, be at absolute liberty to sell/allot the said Unit to any other third party as the Promoter may deem fit and the Applicant(s) shall have no claim or objection whatsoever to the same. The Promoter will, refund the amounts, if any, after deducting the booking amount i.e. 10% of the Total Consideration Value along with the Non-Refundable Amount as per terms of the Application.

38. The Applicant is aware that the Total Consideration Value is payable as per the Carpet Area of the Unit as defined in Section 2(k) of the Act. The term 'Carpet Area' shall have the same meaning ascribed to it under the Act. Further, the term 'Common Areas and Facilities' shall have same meaning as ascribed to it in sub-section (n) of section 2 of the Act read with rule 2(1)(d) of the Rules.
39. The Total Consideration Value is escalation-free, save and except increases which the Applicant agrees to pay, including increase in any of the components forming part of any charges whatsoever, to the extent payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authorities from time to time, which the Applicant(s) shall be liable to pay proportionately along with other allottees in the building where the Unit is located and/or Project, as the case may be, as applicable. In case of any decrease (including with retrospective effect, if any) in any of the components forming part of any charges whatsoever that may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Applicant(s), and such adjustment shall be made from the next instalment due from the Applicant(s) following the intimation of such decrease by the Promoter/competent authority, as the case may be.
40. The Applicant(s) confirms having understood that with the change in technology or otherwise the Promoter is entitled to speed up the process of construction and that the Applicant(s) agrees and understands that the sequence of construction milestones as mentioned in the Payment Plan are indicative in nature and are subject to change during the course of construction. While the time linked instalments shall be raised in accordance and within the given timeframe, accordingly the Promoter has the right to raise the demands based on the actual stage of construction, regard the construction linked demands, which can be earlier or later to the indicative milestones or in between the time linked instalments as mentioned in the indicative payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
41. After the execution and registration of the sub-lease deed/conveyance deed, the Applicant(s) shall have the right to the Unit as agreed as mentioned below:-
  - 41.1. the Applicant(s) shall have exclusive ownership of the Unit to be used for the purposes for which the allotment has been made and for which the Unit has been provisioned for.
  - 41.2. the Applicant(s) shall have the proportionate undivided, indivisible and impartible lease rights in the land underneath the building where the Unit is situated and common areas in the building where Unit is situated.
  - 41.3. The share/interest of Applicant(s) in the common areas of the Project in which the said Unit is situated cannot be divided or separated, the Applicant(s) shall use the common areas along with other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The Promoter shall hand over the common areas of the Project in which the Unit is situated to the association of allottees/ competent authorities, as the case may be, after duly obtaining the occupation certificate/part/deemed occupation certificate from the competent authority, as the case may be.
  - 41.4. the Applicant(s) shall have the right to exclusive use but no title to the allotted car parking space(s), if any.
42. The Unit along with the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Applicant(s) independent of the other. The right to

use of any additional parking spaces may be granted upon request on a first-come-first- served basis but at the sole discretion of the Promoter, subject to availability and upon payment of such charges as may be decided by the Promoter. The Promoter's decision in this regard shall be final and binding.

43. In case the Promoter is required to make any additional provisions for and in relation to the Unit and/or for any additional features and services in the Project, (including installation or make provision for alternate sources of generation/distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives/instructions of the competent authority under the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the units as additional costs and charges and the Applicant(s) agrees to pay the same proportionately to the Promoter, without any delay, demur and protest.
44. The Applicant(s) confirms having understood and further acknowledges that Promoter shall carry out the internal development within the Project and/or the Total Land, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Total Land such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Promoter is dependent on the competent authorities for providing such external linkage and the Promoter shall not be responsible for such unfinished works, save and except towards payment of charges to the extent set out herein. In the event the competent authorities are not able to provide such external facilities by the time the Unit is handed over to the Applicant(s), then the Applicant(s) agrees and understands that such services and facilities shall have to be availed through third party agencies/vendors (such as, power- back up facility through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Promoter/Association of Allottees/Master Association/ Maintenance Agency, as the case may be.
45. I/We have specifically opted to purchase the Unit from the Promoter Company to realise and earn rental income therefrom. However, I/We do not have the requisite expertise to let/demise the Unit, and require the support and assistance from the Promoter. I/We acknowledge that the Unit shall be exclusively utilised for leasing/letting/licensing to suitable third parties/intending lessee(s). *[Any such arrangement of lease /sub-lease/rent license etc. is hereby collectively referred to as "**Lease**" of the Unit.]*
  - 45.1. I/we acknowledge that even though the layout/building plans have been passed/sanctioned by the competent authority, the Unit may be leased /sub-leased/ demised/let out either individually or as open space in combination with other adjoining units as decided by the Promoter.
  - 45.2. Notwithstanding anything to the contrary contained in this Application Form, the Applicant(s) hereby agrees and acknowledges that only the constructive possession of the Unit shall be provided to the Applicant(s) and the actual physical possession of the Unit shall always remain with the Promoter and Applicant(s) shall not demand or claim actual physical possession of the Unit at any time.
  - 45.3. I/We understand and agree that after receipt of occupancy certificate/part or deemed occupancy certificate, the Promoter shall, solely and without any objection from me/us, have the right to (a) facilitate such Lease/Sub-lease of the Unit to interested third parties/intending lessee(s), and (b) agree the terms of Lease/Sub-lease with the interested third parties/intending lessee(s) including but not limited to tenure, rent, security deposit etc.
  - 45.4. I am/We are aware and understand that the Promoter would invest considerable resources and efforts in finding the suitable lessee(s)/sub-lessee(s)/tenant(s) for the Unit; therefore, I/We agree and undertake to unconditionally comply with all terms and conditions of the Lease as agreed upon by the Promoter with the interested third parties/intending lessee(s)/sub-lessee(s).

- 45.5. I/We further agree and undertake to sign and execute all documents required to authorise the Promoter unconditionally and irrevocably, for (a) leasing/letting/sub- leasing/licensing of the Unit (including executing power of attorneys authorising the Promoter or its nominees to act for and on my/our behalf in respect of such lease/sub-lease/license/other arrangement with the interested third parties/intending lessee(s)), (b) executing the Lease/sub-lease or other related documents, and (c) presenting the Lease/sub-lease or other documents before sub-registrar for registration.
- 45.6. I/We acknowledge the general risks associated with leasing /sub-leasing/ letting/licensing of any property. I/We exclusively undertake to bear such risks and costs etc. without any liability, responsibility and accountability on the part of the Promoter or its nominees whatsoever.
- 45.7. I/We hereby agree and acknowledge that the terms and conditions with regard to the aforesaid leasing arrangement between the Promoter and me/us shall be comprehensively captured in a separate agreement (“Facilitation Agreement”) and a draft of the same has been provided to the Applicant(s). I/We have duly read and understood the terms and conditions of the Lease Facilitation Agreement and being completely satisfied with the terms and conditions of the Lease Facilitation Agreement, I/We agree and undertake to comply with the same.
- 45.8. That both the Allottee(s) and the Promoter agree and understand that if the said Unit is not leased out for any reason whatsoever, including but not limited to the prevailing market conditions etc. within a period of three years, from the date of handover of possession by the Promoter to the Allottee(s) or the lease getting expired/terminated, the Promoter at its sole discretion shall be entitled to offer the Physical possession of the said Unit to the Allottee(s), which the Allottee(s) shall accept, without any protest and demur. The Allottee(s) undertakes not to claim any compensation etc. in this regard. The Allottee(s) further undertakes to take over the physical possession of the Said Unit in terms of the letter issued by the Promoter offering the physical possession.
- 45.9. The Allottee understands that this arrangement is for the sole benefit of the Allottee, and the Promoter (its nominees / assigns as the case may be) shall facilitate leasing of the Unit subject to force majeure events including unfavorable market conditions. The Promote reserves its rights, subject to all the applicable laws, to give on lease or hire any unsold unit/space in the Project and/or the whole or any part of the roof/terraces/open areas (not specifically attached to any of the unit(s) and other areas not declared as part of the Common Areas as per Deed of Declaration including amendments thereof and the Allottee agrees not to object to the same and/or to make any claim on this account.
46. The Applicant(s) shall also pay, as and when demanded by the Promoter, Goods & Services Tax (GST), or any other statutory taxes, duties, charges, cesses, levies and the like as may be applicable to the Unit and/or the Applicant(s) in relation to the Unit. The Applicant(s) agrees and understands that in the event any property tax or any other taxes, charges, fee, cess or the like by whatever name is imposed and/or is assessed separately in respect of the Unit, the same shall be payable by the Applicant(s), to the concerned authority.
47. The Promoter reserves its rights, subject to all the Applicable Laws, to give on lease/sub-lease or hire any unsold Units in the Project or any part of the roof/terraces/open areas (not specifically attached to any of the Units) and other areas and the Applicant(s) agrees not to object to the same and/or to make any claim on this account.
48. The Applicant(s) shall be liable to make timely payment of Maintenance Charges as and when demanded by the Promoter/association of allottees/duly nominated as maintenance agency, as the case may be.
49. If the Applicant(s) neglects, omits, ignores, or fails in the timely performance of the obligations agreed and stipulated herein including failure to execute and return both sets of signed Agreement within 30 (thirty) days of dispatch by the Promoter for any reason whatsoever or to pay in time to the Promoter any of the instalments or other amounts and charges due and payable by the

Applicant(s) by the respective due dates for such payments, the Promoter shall be entitled to cancel the allotment and terminate the Agreement, if executed, at its sole discretion and the Promoter shall be entitled to forfeit the Booking amount (being 10% of the Total Consideration Value) and interest component on delayed payment (payable by the Applicant(s) for breach and non-payment of any due payable to the Promoter) along with Non- refundable Amount. The rate of interest payable by the Applicant(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus 1% (One percent). The balance amount of money paid by the Applicant(s) shall be returned by the Promoter to the Applicant(s) on re-allotment of the Unit. Upon such cancellation, the Applicant(s) shall be left with no right, lien or interest over the Unit and the parking spaces in any manner whatsoever.

50. If the cheque submitted by the Applicant(s) along with the Application is dishonoured, then this Application will be deemed to be cancelled and the Promoter will not be under any obligation to inform the Applicant(s) about the dishonour of the cheque or cancellation of the Application. Also, in case any cheque towards the subsequent payment is dishonoured, the Promoter will not be under any obligation to inform the Applicant(s) about the dishonour of the cheque and the consequences for such non-payment/payment default shall follow.
51. The Applicant(s) agrees and undertakes not to modify the Unit, make any structural change and/or raise any construction within the Unit or otherwise encroach upon or occupy any Common Areas or any other area outside the Unit.
52. The Applicant(s) shall use the Unit only for the purpose for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any Unit (s) above, below or adjacent to the Unit and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the common areas, except to the extent permissible under the Applicable Laws for which the due permission, approval, sanction, permit, registration etc. if any required by the Applicant(s) shall be obtained from the competent authorities/association of allottees and prior notice thereof shall be given to the association of allottees/ the maintenance agency/the competent authority, as the case may be.
53. Subject to the Force Majeure Event (*as defined under the Agreement for sub-lease*) and/or other just permissible exceptions or any other event/reason of delay recognized or allowed in this regard by the competent authority, if any, the Promoter shall be considered under a condition of default, in the following events:
  - a) The Promoter fails to provide ready to move in possession of the Unit along with parking, if any, to the Applicant(s) or fails to complete the Project on or before the committed period;
  - b) Discontinuance of Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
54. In case of default by the Promoter under the conditions listed above, the non-defaulting Applicant(s) is entitled to the following:
  - a) stop making further payments of any payment/future instalment (yet to be due) as per the Payment Plan, as and when demanded by the Promoter. If the Applicant(s) stops/suspends making payments, and if the Promoter subsequently rectifies/remedies the default/corrects the situation by completing the relevant construction/development milestones and only thereafter, the Applicant(s) shall be required to make the next payment and recommence the payment of such outstanding instalments without any interest for the period of such delay occurred on

account of the Promoter; or

- b) The Applicant(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Applicant(s) under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within prescribed time under Act.

Provided that where an Applicant(s) does not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the non-defaulting Applicant(s) within prescribed time (under UPRERA) of it becoming due.

55. The Applicant(s) shall be considered under a condition of default, on the occurrence of the following events:

- a) in case the Applicant(s) fails to make payments for two consecutive demands made by the Promoter despite having been issued notice in that regard the Applicant(s) shall be liable to pay interest to the Promoter on unpaid amount at the rate prescribed hereinabove (SBI MCLR + 1%).
- b) in case of default by the Applicant continues after demand notice(s) from the Promoter in this regard, the Promoter may cancel the booking/ allotment of the Unit and refund the money paid by the Applicant(s) after forfeiting the Booking amount (being 10% of the Total Consideration Value) and Non-refundable Amount. The balance amount of money paid by the Applicant(s) shall be returned by the Promoter to the Applicant(s) upon re-allotment of the Unit, subject to receipt of the refund/credit of the applicable taxes by the Promoter from the competent authorities. On such default, the allotment and/or Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated.
- c) If, (a) the allotment of the Unit has been obtained by the Applicant(s) through fraud, misrepresentation, misstatement of facts, or concealment/suppression of any material fact, or (b) the Applicant(s) is not competent to enter into the Agreement for reasons of insolvency or due to operation of any regulation or law; then the Promoter may cancel the allotment of the Unit and refund the money paid by Applicant(s) after forfeiting the Booking amount (being 10% of the Total Consideration Value) and Non-refundable Amount. The balance amount of money paid by the Applicant(s) shall be returned by the Promoter, without interest or compensation after re-allotment of the Unit, subject to receipt of the refund/credit of the applicable taxes by the Promoter from the Competent Authorities.
- d) On such default, the Allotment, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Further, additionally the Applicant(s) shall be considered under a condition of Default, in case the Applicant(s) fails to comply with the conditions under the Notice for Offer of Possession, including taking over of possession of the Unit, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Promoter in this regard then the Promoter may cancel the allotment of the Unit and forfeit the amount. On such default, the allotment, Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated.

56. The Applicant(s) agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement, separate maintenance agreement, electricity supply agreement and any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter and/or the nominated maintenance agency and/or registered Association of Allottees of the Project, or the association of allottees formed for the entire Project on the said Total Land, as the case may be for the maintenance and upkeep of the Project as and when required along with declarations and undertakings contained therein. The Applicant(s) accepts that

the execution of the said documents shall be a condition precedent to the execution of the conveyance/sub-lease deed for the Unit.

57. The Applicant(s) have clearly understood the terms of this Application and have accepted and consented thereto.
58. The Applicant(s) have confirmed that irrespective of any disputes, which may arise between the Applicant(s) and the Promoter, the Applicant(s) shall punctually pay all instalments of the Total Consideration Value, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever.
59. The Promoter has the right and is entitled to create mortgage and/or create a charge on the Unit, Building/ Project or any part or component thereto, all current/future receivables pursuant thereto and any other right, title and interest that the Promoter may have in respect of the Project and/or the plots, blocks and construction comprised thereupon including but not limited to common areas and facilities, buildings and units. The Promoter shall ensure that if such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s) that may vest as per the Agreement to sub-lease. It is hereby understood and agreed that upon signing of this Application, the Applicant(s) are deemed to have completed all due diligence as to the right, title and interest of the Promoter to develop and market the Unit and the Applicant(s) confirms that the Applicant(s) have sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoter to convey the Unit. The Applicant(s) has/have, prior to the date hereof, examined the copy of the RERA registration in respect of the Project and has caused the said RERA registration to be examined in detail by his/her/its advocates and planning and architectural consultants.
60. In case the Applicant(s) is a non-resident Indian or a foreign national of Indian origin then it shall be his/her/its responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 (“**FEMA**”) erstwhile Foreign Exchange Regulation Act, 1973), Reserve Bank of India Act, 1934 (“**RBI Act**”), any rules and/or guidelines made/issued there under and all other Applicable Laws including that of remittance of payment, acquisition/sale/ transfer of immovable properties in India. The Applicant(s) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under. The Applicant(s) shall indemnify and keep and hold the Promoter and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Applicant(s) subsequent to the execution of the Agreement, he/she/it/they shall immediately intimate the same to the Promoter and comply with necessary formalities, if any, under the Applicable Law(s).
61. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities in respect of the Unit, as the case may be, without the previous written consent of the Applicant(s) as per the provisions of RERA made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor changes or alterations as may be required by the Applicant(s), or such minor changes or alterations as per the provisions of RERA made thereunder or as per approvals/instructions/guidelines of the competent authorities.
62. The Applicant confirms that the Applicant(s) has/have relied on his/her/its/their own independent judgment, investigation, physical inspection of the site of the Project and inspection of documents

including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has/have not based his/her/its/their decision upon and/or has/have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. The Applicant(s) confirms that he/she/it/they has/have obtained appropriate professional advice before proceeding further with this Application. The Applicant(s) has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to submit this Application for the purchase of the Unit. The Applicant(s) further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project.

63. The Promoter shall be responsible to maintain common areas & facilities of the Project till the taking over of the maintenance of such common areas & facilities of the Project by the association of allottees or maintenance agency or the competent authority, as the case may be, either itself or through a maintenance agency subject to payment of the Maintenance Charges by the Applicant(s).
64. The Promoter shall also form an association(s) of allottees of varied components of the Project, of which the allottees of the Units in the Project shall be the members, for the maintenance and upkeep of the common areas & facilities in the Project.
65. In case, the association(s) of allottees/master association or the maintenance agency, as the case may be fails to take handover of the common areas & facilities of the Project , in such an event, the Promoter shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period till such time the handover is taken by the association(s) of allottees/maintenance agency, as the case may be, which shall be recoverable from the association(s) of allottees or proportionately from all allottees of the Project, as the case may be.
66. Upon receiving a written intimation from the Promoter at the time of receipt of the Occupation Certificate/Part Occupation/ Deemed Occupation Certificate, the Applicant(s) shall pay the Maintenance Charges as may be levied by the Promoter/maintenance agency/association of allottees, as the case may be, and shall simultaneously with the execution of the conveyance/sub-lease deed also enter into a maintenance agreement with the Promoter/maintenance agency/association of allottees as the case may be, in the format to be provided by the Promoter/maintenance agency/the association(s) of allottees, as the case may be.
67. The Applicant(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. ("**Maintenance Charges**") to the Promoter/association(s) of allottees/maintenance agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Applicant(s)) under the maintenance agreement. the rates of maintenance and service charges shall be fixed by the Promoter or association(s) of allottees/the maintenance agency as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, power backup, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Applicant(s) agrees that, on and from the possession notice expiry date or the date of execution of the conveyance/sub-lease deed, whichever is earlier, the Applicant(s) shall pay advance Maintenance Charges calculated at an estimated rate.
68. The Applicant further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the



Promoter/maintenance agency/association(s) of allottees, as the case may be for the purposes of framing rules for management of the Project/any part of the Project and use of the Unit by the Applicant(s) for ensuring safety and safeguarding the interest of the Promoter/maintenance agency and other allottees and the Applicant(s) also agree(s) and confirm(s) not to raise any disputes/claims against the Promoter/maintenance agency and other allottees in this regard. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Applicant(s) and/or association(s) for any act, deed, matter or thing committed or omitted to be done by the maintenance agency in the due course of such maintenance, management and control of the Project, any part of the Project and/or common areas, amenities and facilities thereto.

69. The Promoter shall be responsible to provide and maintain essential services in the Project, as the case may be till the taking over of the maintenance of the Project by the association(s) of allottees or the master association or the maintenance agency as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate, as the case may be. The Applicant(s) agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter/association(s) of allottees/master association or the maintenance agency ("Maintenance Agency") as appointed for maintenance and upkeep of the Project/any part of the Project by the Promoter. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Unit by the Promoter and also for executing the sub-lease deed of the Unit. The Applicant(s) agrees to pay to the Promoter/maintenance agency, as the case may be, applicable Maintenance Charges in order to secure adequate provision of the maintenance services.
70. The Applicant(s) understands that for the mutual benefit and enjoyment of the owners of other units in the Project and in accordance with the concept/design promulgated by the Promoter, there will be regulations/restrictions in change of structure, facade of the buildings of the Project or anywhere on the exterior of the Project, or common areas and facilities. The Applicant(s) understand that the same is for mutual benefit of the Unit owners and is a fundamental part of the Project. The Applicant(s) consent to signing/agreeing to the terms/conditions in this regard as may be captured in the Agreement to sub-lease by the Promoter.
71. The Promoter may raise upon the Applicant(s) appropriate demand notices for the payment of the Total Consideration Value and Other Charges as are the part of the Total Consideration Value.
72. The Applicant(s) is not vested with any right, interest or entitlement in or over the Unit until a formal Agreement for sub-lease is executed and registered between the Promoter and the Applicant(s) under the Applicable Laws within the timelines stipulated by the Promoter. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application shall always mean "Provisional Allotment" until the Agreement is executed and registered by the Promoter and the Applicant(s). Further, the Applicant(s), as and when called upon by the Promoter, undertakes to be present for registration of the Agreement to sub-lease, as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Applicant(s) hereby agrees, confirms and undertakes to come forward and register the Agreement to sub-lease of the Unit failing which the Promoter shall without prejudice to any other rights be entitled at its sole discretion to (i) charge interest to the Applicant(s) and/or (ii) cancel this Application /Allotment Letter and forfeit various amounts paid/due from the Applicant(s), as per the terms contained above and subject to the provisions/limits as prescribed in the Applicable Laws.
73. Applicant(s) shall grant all the required assistance to the Promoter including signing of the agreements, deeds, declarations, consent(s) and other writings as and when demanded by the Promoter for lawful transfer of the said Unit.

74. The Applicant(s) understands that the present Application and Allotment is non-transferrable/non-assignable. Subject to the Applicable Laws, the permission to allow transfer/assignment/nomination/substitution shall be at the sole discretion of the Promoter, which may grant or refuse such permission. The Promoter shall charge an administrative fee, as may be decided by the Promoter from time to time, for such transfer/assignment/nomination/substitution and the transfer/assignment/nomination/substitution shall be effected in a manner and as per procedure as may be formulated by the Promoter. The Applicant(s) and the transferee/assignee/nominee/substitute shall be required to submit such necessary documents in the formats as may be required by the Promoter for such transfer/assignment/nomination/substitution. Any transfer/assignment/nomination/substitution by the Applicant(s) without the prior permission/approval of the Promoter shall be treated as null, and void and such transfer/assignment/nomination/substitution shall not be binding on the Promoter.
75. The Applicant(s) understands and agrees that although the Applicant(s) may obtain finance from any bank/financial institution/non-banking financial company/other lending institution/lending entity or any other lawful source for the purchase of the Unit as may be permissible under applicable law however the obligation to make timely payments for the Unit pursuant to the Agreement shall be that of the Applicant(s) and shall not be contingent upon the ability, capacity or competence of the Applicant(s) to obtain or continue to obtain such financing. The Applicant(s) shall, regardless of any financing, remain bound under the Agreement for fulfilling all obligations relating to the payments of all dues relating to the Unit. The rights of the bank/financial institution/non-banking financial company/other lending institution/lending entity shall be subservient or equivalent to the rights of the Applicant(s) under the Agreement and shall not be more or better than that of the Applicant(s). The Applicant(s) agrees and understands that the Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Applicant(s) and the Applicant(s) shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Applicant(s) fails to make timely payments due to the Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the applicable law.
76. In the event any loan facility has been availed by the Applicant(s), the Sub Lease Deed shall be executed only upon receipt of the no- objection certificate from such bank/financial institution/ non-banking financial company/other lending institution/lending entity. Further, any refund to be made in terms of the Agreement, shall be made to the Applicant(s) strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Applicant(s) and his/her/its bank/financial institution/non- banking financial company/other lending institution/lending entity from whom the Applicant(s) has raised loan/finance for purchase of the Unit. In cases of any such refund being made by Promoter directly to the bank/financial institution/non- banking financial company/other lending institution/lending entity, the same shall be deemed as a refund to the Applicant(s) in full and final satisfaction and settlement of account of the Applicant(s) in respect of and in relation to the Unit against the Applicant(s) as well as such bank/financial institution/non-banking financial company/other lending institution/lending entity and no other claim, monetary or otherwise shall lie against the Promoter and the Unit. Save and except in the case of any bank/ financial institution/non-banking financial company/other lending institution/lending entity with whom any agreement has been separately executed for financing the Unit, if any, the Promoter shall not accept any payments on behalf of the Applicant(s) from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Promoter, failing which the Promoter may in its sole discretion reject the same and return the said payment directly to said Third Party. The Promoter shall not be responsible towards any Third Party that has made payments or remittances to the Promoter on behalf of the Applicant(s) and any such Third Party shall not have any right, title and/or interest against the Unit

and/or under the Agreement whatsoever. The Promoter shall communicate only with the Applicant(s) and shall issue its payment receipts only in the name of and to the account of the Applicant(s).

77. If the Applicant(s) ignores, neglects or otherwise fails to do so and/or if the Applicant(s) fails to pay all dues payable under the Agreement and/or to assume possession of the Unit within such prescribed time period, the Applicant(s) shall not be entitled to make any such claim at any point thereafter. The Applicant(s) agrees that it shall resolve complaints, if any, with regard to the construction or quality of workmanship of the Unit which have been directly executed by the Promoter, prior to assuming possession. The Applicant(s) also agrees and understands that the Promoter shall not be held responsible or liable for giving any warranty of movable items/appliances which have been part of the Unit and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto, provided the Promoter has taken reasonable quality checks and balances at the time of their installation. The usage of all the fixtures, fittings and other installations whether in terms of the Agreement or otherwise shall be as per the usage guidelines as provided by the Promoter/the manufacturer/the Maintenance Agency/the Association of Allottees.
78. From the date of taking over of possession, the Applicant(s) shall be responsible to comply, and cause compliance by his/her/its occupants, representatives and/or any other person claiming under him/her/it, with all Applicable Laws and provisions of the Sub-Lease Deed and the maintenance agreement.
79. Upon receiving a written intimation/notice from the Promoter Notice for Offer of Possession, the Applicant(s) shall take possession of the Unit from the Promoter by executing the necessary indemnities, undertakings and such other documentation as to be prescribed and provided by the Promoter. It is clarified that the Promoter shall issue the Notice for Offer of possession to the Applicant(s) only after receipt of the entire amount of the Total Consideration Value and Other Charges or dues or levied from the Applicant(s).
80. In case the Applicant(s) fails to comply with the essential documentation, undertaking etc. and/or fails to take possession within the time provided, then the Applicant(s) shall continue to be liable to pay the specified dues (including the Maintenance Charges as applicable and holding charges @ Rs. 100/- (Rupees One hundred Only) per sq. ft. per month of the super area of the Unit ("**Holding Charges**") for the entire period beyond such period as provided for in the Notice for Offer of Possession within which the Applicant(s) has been advised to take the possession; and (ii) the Promoter shall postpone the execution of conveyance/sub-lease deed and handing over possession of the Unit until the entire outstanding dues along with interest for delayed payment, applicable Maintenance Charges and holding charges as may be applicable thereon, have been fully paid. Such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge. If the Applicant(s) fails to pay all dues payable and/or to assume possession of the Unit within the prescribed time period, the Unit shall be and remain at the sole risk and cost of the Applicant(s). Maintenance Charges with respect to the Unit shall be applicable and payable by the Applicant(s) with effect from the last date given in the Notice for Offer of Possession, irrespective of whether the possession of the Unit has been assumed or not by the Applicant(s).
81. The Applicant(s) upon possession shall join the association of allottees as may be registered/formed under Society Registration Act of the state of Uttar Pradesh and Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Unit Rules framed thereunder as amended from time to time by the Promoter and as provided for under Act and shall not form/or join/become part of any other association/society in respect of the Unit or the Project. The Applicant(s) agrees to execute such forms, applications or documents for the purpose of

becoming a member of the association of allottees or for any other purposes connected thereto as may be necessary and return the same to the Promoter or association within 15 (fifteen) days from the same being forwarded to the Applicant(s).

82. Power back-up for the installed electrical load for the Unit shall be made available subject to timely payment of Maintenance Charges and Electricity Charges by the Applicant(s).
83. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Applicant(s) from the date of the Notice for Offer of Possession, it shall be the duty of the Promoter to rectify such defects without further charge, and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Applicant(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided, the Promoter shall not be liable for any such structural/architectural defect which result from/induced by: (i) the Applicant(s), by means of carrying out structural or architectural changes from the original specifications/designs; or (ii) any act, omission or negligence attributable to the Applicant(s) or non-compliance of any Applicable Laws by the Applicant(s); or (iii) ordinary wear and tear in due course. Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at Project, reasonably and in the ordinary course requires additional time with regard to the nature of defect.
84. The Maintenance Charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the buildings/Project, as the case may be, for every financial year and would be levied from the date of Notice for Offer of Possession regardless of the actual date of possession or otherwise and the Applicant(s) undertakes to promptly pay the same. The Promoter shall be responsible for payment of all outgoings till the date of possession of the Unit, thereafter the Applicant(s) shall be responsible for such payment. The estimates of the maintenance agency shall be final and binding upon the Applicant(s). The Maintenance Charges shall 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, as may be decided by the maintenance agency and reconciled against the actual expenses 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. The Applicant(s) agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the maintenance agency.
85. The Promoter shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Applicant(s) to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold Unit within Project, as per the Applicable Laws and guidelines, permissions/directions or sanctions by the competent authority and the Applicant(s) agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.
86. In case the Applicant(s) is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Applicant(s) in respect of the Unit (in short 'Channel Partner'), the Promoter shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage shall be deductible from the amount of Total Consideration Value agreed to be payable towards the Unit. Further, no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/given by such person to the Applicant(s). The Applicant(s) agrees, undertakes and affirms not to initiate any legal proceedings whatsoever against the Promoter and its respective Directors, officers, agents and representatives, for the acts of commission or omission on

the part of the Applicant's Channel Partner/third party and for any loss, damage or liability that may arise due to non-payment, non-observance or non-performance by such Channel Partner/third party and persons claiming through or under them and shall keep the Promoter and its respective Directors, officers, agents and representatives fully indemnified and harmless in this regard.

87. The Promoter shall not be responsible or liable to any third party making payments or remittances to the Promoter for and on behalf of the Applicant(s) and such third party shall not have any right or claim in this Application or the allotment and/or against the Promoter. The Promoter shall issue its payment receipts only in favor of the Applicant(s) and shall communicate only with the Applicant(s). The Applicant(s) shall alone be directly and completely responsible and liable for any such payment/remittance that the Promoter may receive from any third party.
88. That due to change/amendment in the existing laws, acts, rules or due to implementation/enactment of any new laws/rules by the local bodies, State Government, Central Government or by any competent authorities any term(s) and condition(s) contained in this Application becomes inoperative and/or illegal and void, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.
89. An Application not containing PAN details of the Applicant(s) and other required details is liable to be summarily rejected. The Application should be signed by the Applicant(s), or by the Applicant's registered Power of Attorney holder. Similarly, in the case of a Company /LLP/ Partnership/Society/Trust applying for an Unit, the Application should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution/Authorization.
90. The Applicant(s) shall bear and pay the stamp duty (if applicable) and registration charges payable on the execution and registration of the Agreement for sub-lease and conveyance/sub-lease deed to be executed in pursuance hereof including any incidental expenses for registration, all documents to be executed in pursuance to this Application including deed of sub-lease and/or other vesting document of the Unit in favour of the Applicant(s).
91. The Applicant(s) hereby undertake to indemnify and keep the Promoter and their respective directors/officials/office bearers indemnified against any losses, claims, damages, charges and expenses suffered by them on account of wrong/ false/ mis-presentation of information and/or breach of any of the terms and conditions herein by the Applicant(s).
92. All the notices/communication to be served upon the Applicant(s) as contemplated under these presents shall be deemed to have been duly served, if the same is sent by email/courier/registered A.D./speed post/hand delivery to the First Applicant (in case of more than one applicant) at his/her/its address contained in these presents. In case of any changes in the Applicant(s) address, the same shall be communicated to the Promoter by the Applicant(s) at least 10 (Ten) days from such change. Any delay or default in this behalf by the Applicant(s) shall not concede any extension of time or excuse for non-payments or non-receipt of any letters/correspondences addressed to the Applicant(s).
93. If there is more than one applicant named in this Application, all obligations hereunder of such Applicant(s) shall be joint and several. All communications shall be sent by the Promoter to the First Applicant whose name appears first and at the address given by him/her / it which shall for all intents and purposes to consider as properly served on all the Applicants.
94. The Applicant(s) have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.

95. The signatory to the Application is accepting the terms and conditions of these presents for himself/herself/themselves/draws complete authority to sign/accept the contents of these presents on behalf of the Applicants. The Promoter shall be in no way responsible in case the authority of the said signatory/ies is not valid.
96. The Applicant(s) is/are aware that the contents of these presents shall supersede all other writings, Advertisements, brochures, leaflets and other sales materials and/or any other documents and shall be deemed as final and binding on parties hereto.
97. The Applicant(s) is/are aware that all the aforesaid terms and conditions are applicable and binding upon its respective nominees/legal heirs, executors, successors and assigns.
98. The Applicant(s) acknowledges that it has not relied upon the interiors depicted/illustrated in marketing collaterals/the sample Unit/mock Unit and its colour, texture, the fitting(s)/fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout without any obligation on the part of the Promoter to provide the same.
99. This Application shall be governed and interpreted by and construed in accordance with the laws of India. Subject to term hereinafter, the Uttar Pradesh Real Estate Regulatory Authority at Noida, alone shall have exclusive jurisdiction over all matters arising out of or relating to this Application.
100. For all purposes the present Application is deemed to have been signed and executed in Noida, Uttar Pradesh.
101. The Promoter has the right to conduct Know Your Customer (KYC) Verification of the Applicant(s) by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant(s) to provide the updated information, if any, from time to time.
102. The Applicant(s) acknowledges that the Agreement to sub-lease contains detailed terms and conditions of the sale of the Unit. In the event of any contradiction between terms of either this Application or the Agreement to sub-lease, the terms and conditions embodied in the Agreement to sub-lease shall prevail.

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(s) 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 authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant(s) and real estate agent and/or any third parties and/or person and/or any agreement or understanding arrived at with the aforesaid persons.

I am/We 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 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, if any.

Place:-

Date:-

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Signature of Sole/First Applicant      Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

This draft is prepared in consensus of the applicable rules of UPRERA and further subject to changes/amendments whatsoever, as required and/or in terms of rules & regulations.

**LAVISH BUILDMART PRIVATE LIMITED**

**Registered Office: 41st Floor, Tower-1, M3M International Financial Center, Sector-66, Gurugram-122101, Haryana**

**Correspondence Office: 23rd Floor, Windsor Grand, Plot No.1C, Noida Expressway, Sector 126, Noida (CIN: U45300HR2007PTC056065)**

**APPLICATION FORM**

**LAVISH BUILDMART PRIVATE LIMITED**

**23rd Floor, Windsor Grand, Plot No. 1C,  
Noida Expressway, Sector 126, Noida**

**Sub: Application Form for the provisional allotment of a residential apartment/unit No. "[•]" (unit no., name of tower/block)" in the Project "[•]" (name of project)" to be developed on Plot No. 01, Sector-94, Noida, Gautambudh Nagar, Uttar Pradesh**

Dear Sir/s,

I/We request that I/ we may be provisionally allotted a residential unit, bearing Unit No. [•] on Floor [•], in Tower/Block "[•]" (**Tower/Block**), having carpet area of approx. \_\_\_\_sq. mtrs.(\_\_\_\_sq.ft.) ("**Carpet Area**") and super area of approx. \_\_\_\_sq. mtrs.(\_\_\_\_sq.ft.) ("**Super Area**") in the project namely "[•]" (*name of project*), proposed to be developed by [•] (*name of promoter*) (the "**Promoter**") on the Plot No. 01, Sector 94, Noida, Uttar Pradesh (hereinafter referred to as the "**Unit**").

I am/we are making this Application with the full knowledge that:

1. I am/we are aware that the Promoter was successful bidder in an auction for a plot carried out by the New Okhla Industrial Development Authority ("**NOIDA**"), and was allotted Plot No. 1, having an area admeasuring 52,035 Square Meters (560100 Sq. Ft.), situated in Sector-94, Noida, Uttar Pradesh ("**Total Land**") under the Scheme Code 2022-23 (Commercial Builder Plot-1).
2. I am/we are aware that by virtue of a Lease Deed dated 13.01.2023 in favour of the Promoter, duly registered with the Office of Sub-Registrar Sadar-II, Gautam Budh Nagar as Document No. 223, in Book No. 1, Vol. No. 13301 at Pages 255 to 284 on 16.01.2023 ("**Lease Deed**"), the Authority has conveyed the leasehold rights of the Said Total Land to the Promoter for a term of 90 years commencing from 13.01.2023.
3. I am/we are aware that the Promoter is developing the aforesaid Total Land into a mixed land use project under the name and style of '**M3M The Cullinan**', consisting of both residential and commercial developments upon a part of the Total Land admeasuring 46,205 square meter. mtrs (herein after referred to the '**Phase-I**') is duly registered with UP RERA having registration certificate bearing no. **UPRERAPRJ442214**, dated **02.06.2023**.
4. That on the balance / remaining land area ad-measuring 5830 square meter, the Promoter is further developing another phase under the name and style of '[•]' (herein called the "**Phase-II /Project** " ), along with amenities, facilities, services etc. and such other developments as may be permitted thereupon.
5. There shall be interconnection of essential common infrastructure facilities proposed to be provided within the 'Phase-I' and the Phase-II/Project being developed upon the remaining portion of the Total Land such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc. All such Common Areas and Facilities shall be available for use by all occupants of the entire development upon the Total Land.
6. I am/we are aware that the building plans have been approved by the Authority vide Memo No. [•], dated [•] (**Building Plan**) in accordance with and conformity with the prevalent laws and Master Plan of the NOIDA.



7. I am/we are aware that the Project is duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder for the State of Uttar Pradesh ("RERA") having Registration No. [●].
8. The details of the residential apartment/unit applied for, are mentioned in **Schedule-I** hereunder.
9. I am/ we are aware that the Promoter, shall be free to use any further additional FAR obtained by the Promoter under any new or existing policy(ies) as may be approved and notified by the Government/Concerned Authorities from time to time under the Applicable Laws (*defined below*);
10. I am/we are aware that I/We shall have the right and beneficial interest only in respect of the common areas & facilities pertaining to the building/project in which my/our Unit is situated and more particularly as provided in the deed of declaration filed/ to be filed by the Promoter under the Applicable Laws and that I/We shall not be entitled to claim any rights or beneficial interests in the common areas & facilities which may be provided/defined by the Promoter as on the Project /Total Land except to the extent as may be provided/defined by the Promoter in the deed of declaration.
11. I / We hereby tender a sum of ₹ /- (Rupees \_\_\_\_ only), as token amount, along with this Application towards partial booking amount (*defined below*) being a part of Total Consideration Value (as described under **Schedule II** hereunder) for the Unit vide Cheque/Banker's Cheque/Pay Order/Demand Draft bearing no(s). \_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_, payable at \_\_\_\_\_ or through electronic transfer vide NEFT/RTGS/UTR No. \_\_\_\_\_, sent through \_\_\_\_\_ Bank on \_\_\_\_\_.
12. I/We agree that the provisional allotment of the Unit shall be subject to my/our Application being complete in all respects and the initial booking amount deposited with this Application being realized by the Promoter. I/We also agree that the provisional allotment of the Unit shall be at the absolute discretion of the Promoter and in case of rejection of my Application, I/We undertake not to claim any compensation or interest from the Promoter except the refund of my/our initial/part booking amount. I/We acknowledge that I/We have been provided with a sample format of the allotment letter for our reference ("Allotment Letter").
13. In the event, the Promoter agrees to provisionally allot a Unit to me/us, the Promoter shall send across the detailed agreement for sub-lease/buyer's agreement ("**Agreement**") which shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the Applicable Laws (*defined below*). I/We confirm that the copy of the Agreement has been shared with me/us. I/We have carefully gone through the same and have understood all the terms and conditions mentioned therein.
14. The allotment and sale of the Unit in the Project shall be subject to terms and conditions of this Application Form, the Allotment Letter and the detailed terms and conditions as set out in the Agreement and the schedules and annexures attached thereto, the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) with Uttar Pradesh Real Estate Registration Rules alongwith Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010), and other relevant laws ("**Applicable Laws**") and I/We undertake to abide by all such terms and conditions.
15. I/We have specifically opted to purchase the Unit from the Promoter to realize and earn rental income therefrom. However, I /We do not have the requisite expertise to let/demise the Unit, and require the support and assistance from the Promoter in this respect. I/We hereby agree and acknowledge the terms and conditions with regard to handover of symbolic possession of the Unit and the aforesaid leasing arrangement as contained under **Schedule VI** below.
16. I/We agree to execute the Agreement in accordance with the provisions of the Applicable Law prevailing as on the date of execution. I/We undertake to pay the stamp duty and registration fee for the registration of the Agreement and/or other incidental expenses thereto as per the directions of the Government/ concerned authority.
17. This Application shall be confined and limited in its scope to the Unit in the said Project in accordance with the terms and conditions of Lease Deed executed by the Authority.
18. I/We confirm, that I/We have relied on my/our own independent judgment, investigation, physical inspection of the Project and inspection of documents including relevant sanctioned plans/development plan (for the Project), statutory approvals, the relevant information and details in deciding to make the present Application, and have not

based my/our decision upon and/or been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. I/We confirm that I/We, have obtained appropriate professional advice before proceeding further with this Application. I/We have, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation, and being fully satisfied has/have decided to purchase the Unit. I/We further confirm having considered, reviewed, evaluated and satisfied myself with the specific features of the said Project in particular.

19. I/We understand that execution of this Application does not confer any rights to me/us in the Unit unless the Agreement for sub-lease of the Unit is executed with the Promoter on receipt of at least ten percent (10%) of the Total Consideration Value (as described under **Schedule II** hereinafter) of the Unit. I/We undertake that upon the provisional allotment of the Unit by the Promoter to me/us, I/We undertake to timely execute the Agreement and other documents in the manner and in accordance with the provisions of the Applicable Laws/ directions of the concerned authority, at my/our expenses/costs.
20. I/We understand and confirm that in the event I/we fail or neglect to comply with any of my/ our obligations under the Application Form/Allotment Letter, including (but not limited to) making payment of all due amounts (and interest thereon, if any) as per payment schedule (contained under **Schedule III** below) or seek to withdraw or cancel the allotment or deny/delay/neglect to execute and/or register the Agreement, I/We shall be deemed to be in default and the Promoter shall be entitled to (a) cancel the allotment made in my/our favour, (b) deal with the Unit in the manner deemed fit by the Promoter without any objection/claim from me/us, and (c) forfeit the Booking Amount (being 10% of the Total Consideration Value as detailed under **Schedule II**) alongwith (i) interest on any overdue payments; and (ii) brokerage paid/payable by the Promote to the channel partner/broker in case the booking is made by the Applicant(s) through a channel partner/broker and (iii) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws and (iv) Pre-EMI cost paid or reimbursed by the Developer and (v) administrative charges as per Promoter's policy and (vi) any other charges and fees payable by the Promoter to the government authorities including but not restricted to the Pass Through Charges (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate/payout/benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses ("**Non-refundable Amount**"). The rate of interest payable by me /us to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus one percent. For sake of clarity, the interest and/or taxes paid on the Total Consideration Value shall not be refunded upon such cancellation/termination. It is clarified that the Promoter shall under no circumstance be liable to return/refund any portion of the applicable taxes or development charges/any pass through charges paid/incurred by me/us to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by me/us over and above the Booking Amount. The Promoter shall refund the amount refundable to me/us after re- allotment of the Unit. It is clarified that the refundable amount, if any, shall be refunded by the Promoter only to me/us.
21. I/We agree that timely payment of the instalments of the Total Consideration Value and Other Charges (as mentioned in **Schedule II** hereinafter), as per the Payment Plan (as mentioned in **Schedule III** hereinafter) is the essence of the allotment. I/We declare and confirm that I/We have understood the Payment Plan and the binding effect of the terms and conditions and the implications of non-compliance thereof.
22. I/We are fully aware of the Total Consideration of the Unit, and also the applicability of the Goods & Services Tax ("**GST**") at the rates as applicable from time to time, on the Total Consideration of the Unit. I/We are also aware of GST having come into existence with effect from 01.07.2017. Therefore, the Application has been made by me/us being fully aware that all payments made on and after 01.07.2017 will attract GST under the Applicable Laws. I/We confirm I/We shall not claim any GST credit and/or claim for any reduction in for Total Consideration Value of the Unit due to for application of GST.
23. The Promoter, subject to force majeure circumstances (*as defined under the Agreement for Sub Lease*), proposes to complete the Project and handover the possession thereof after obtaining the Temporary/Part Deemed Occupation Certificate from concerned authority on or before [•]or such extended time as granted by Authority/UP RERA or the concerned authority.
24. I/We have applied with full knowledge and understanding of all Applicable Laws, which have also been duly explained by the Promoter and understood by me/us. My/Our particulars are stated in **Schedule IV**.
25. The documents as mentioned in **Schedule V** are enclosed herewith in this Application Form.

26. I/We understand that the terms and conditions mentioned in **Schedule VI** are indicative in nature and have been duly explained to me/us and further I/We understand that the same shall be detailed in the Agreement to sub-lease.
27. The communications sent by the Promoter on the e-mail address provided by the First Applicant(s) shall be deemed to have been duly served upon me/us.

I/We, after having read, understood and agreed with the terms and conditions (contained under **Schedule VI** annexed hereto) and the terms contained in the Agreement to sub-lease and the limitations and obligations of the Promoter and the Applicant(s) respectively, do hereby apply for booking of the Unit in the Project.

**DECLARATION:**

I/We have fully read and understood the terms and conditions as set out in this Application Form and Schedules annexed thereto. I/We undertake to abide by such terms and conditions including any amendments therein from time to time. I/We further declare that the details/information provided in the Application Form are true and nothing has been concealed. In the event of any notice in the knowledge of the Promoter of details/information provided by me/us being false and untrue on my/our part, the Promoter at its sole discretion may cancel the Allotment, forfeit the Amount as stated hereinabove and initiate appropriate legal action at my/our costs, risks and consequences.

Yours faithfully,

Date:

Place: \_

Signature of Applicant(s)

[•] (*CHANNEL PARTNER'S NAME & ADDRESS*)

(As registered with Uttar Pradesh Real Estate Regulatory Authority):

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**Channel Partner's Seal and Signature**

RERA Registration No. \_dated\_\_ registered with the Uttar Pradesh Real Estate Regulatory Authority.

(First/Sole Applicant)

(Second Applicant)

(Third Applicant) (Fourth Applicant)

**SCHEDULE I**  
**DETAILS OF THE UNIT**

---

Unit No.: \_\_\_\_\_
, Floor No. \_\_\_\_\_
, Tower/Block \_\_\_\_\_
, Building No. \_\_\_\_\_

*Carpet Area of the Unit* \_\_\_\_\_ sq.ft. / \_\_\_\_\_ sq. mtr. (approx.) (**“Carpet Area”**) (1 sq.mtr. = 10.764 sq.ft.)

*Super Area including terrace (if applicable) of the Unit* \_\_\_\_\_ sq.ft. /  
\_\_\_\_\_ sq. mtr. (approx.) (**“Super Area”**) (1 sq.mtr. = 10.764 sq.ft.)

*Alongwith proportionate undivided, indivisible and impartible sub-leasehold rights in the land underneath the building in which the Unit is situated and common areas in the building wherein the Unit is situated.*

**“Carpet Area”** shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.

**SCHEDULE II**  
**TOTAL CONSIDERATION VALUE OF THE UNIT**

---

Total Consideration Value of the Unit is ₹ \_\_\_\_\_ / - @ ₹ \_\_\_\_\_ / - per sq. ft. of  
Carpet Area (Total Consideration of the Unit is ₹ \_\_\_\_\_ / - and GST amount of \_\_\_\_\_)

₹ \_\_\_\_\_ / -\*) \_\_\_\_\_

Carpet Area of

sq. mtrs. /



sq. ft. (approx.)

### Other Charges for the Unit:

*In addition to the Total Consideration Value, the Applicant(s) shall be liable to pay the following:*

#### **Other Charges**

- Interest Free Maintenance Security (IFMS) of ₹.     /
- Lease Rent (as applicable) with GST
- Possession Charges (Power Back Up Infrastructure Charge, Electrical Installation Charge) ₹. \_\_\_\_\_ / -per sq. ft. of Super Area.

#### **Additional Charges**

- Advance maintenance charges ₹.   /- sq.ft of Super Area
- Stamp duty and registration charges (as applicable)

#### **Notes/Terms:**

- a) All payments are to be made by A/c payee cheque/banker's cheque/pay order/demand draft payable at New Delhi/Gurugram/Noida only or through electronic transfer mode (as permissible under Applicable Laws) drawn in favour of/to the account of “ [•] (details of the project's collection account) ”.
- b) The Application would be considered for provisional allotment subject to realization of the initial booking amount (mentioned in the Application Form above). The date of clearing of the instrument/receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.
- c) The provisional allotment shall be valid only subject to clearance of amounts tendered by the Applicant(s) and subject to future payments on time.
- d) Upon issuance of the provisional Allotment Letter, the Applicant(s) shall be liable to pay the Total Consideration Value and the Other Charges for the Unit as specified herein, in accordance with Payment Schedule (**Schedule III**) together with the applicable government taxes and levies, time being of all essence.
- e) The Total Consideration Value of the Unit includes recovery of land premium, development/construction of not only the Unit but also the common areas and facilities, limited common areas and facilities (if applicable cost of providing electric wiring ,electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and facilities and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the Agreement), excluding GST payable by the Allottee.
- f) In addition, the Applicant(s) shall also be under an obligation to make payment of lease rent/any taxes/statutory charges including but not limited to fees/levies/cess, etc, if there is any revision/modification in the lease rent/taxes/statutory charges including but not limited to fees/levies/cess etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/decreased based on such revision/modification.
- g) That the carpet area alongwith the terrace area as applicable of the Unit is as per approved building plans. If there is any increase in the carpet area which is not more than 3% of the carpet area of the Unit allotted, the Promoter may demand that from the Allottee as per next milestone of the payment plan. All the monetary adjustments shall be made at the same rate per sq. mtr. as per the Agreement.
- h) The Applicant(s) shall also pay, as and when demanded by the Promoter, any other statutory taxes, pro-rata share in duties, statutory charges including but not limited to lease rent/one time lease rent/enhanced lease premium/enhanced compensation, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter.
- i) The Applicant(s) shall further be liable to pay any revision/modification included but not limited to any enhancement of lease premium or lease rent or enhanced compensation payable to erstwhile land owners under the land acquisition proceedings and/or any other increase in charges/cess/fees/levies which may be levied or imposed by the competent authority from time to time. It is clarified that if any input credit becomes available in respect of

said applicable Taxes, then the Promoter shall solely be entitled to the same as the Promoter has already accounted for adjusting the same in the Total Consideration Value stated herein.

- j) The Applicant(s) shall further be under obligation to pay the labour cess (if any) in addition to the Total Consideration Value and which shall be intimated by the Promoter in due course of time.
- k) The Applicant(s) shall also pay, as and when demanded by the Promoter, the pro-rata share of any Goods & Services Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter. The Applicant(s) shall further be liable to pay any change/modification in such taxes, duties, charges, cesses, levies etc. 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).
- l) The Applicant(s) shall, in relation to the Unit (so allotted), make all payments to the Promoter from its own bank account only. However, the Applicant(s) alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit (so allotted) shall be issued in favour of the Applicant only. Payments from sources other than the Applicant(s) ("Third Party") is/are to be accompanied with requisite no objection certificate(s) as per the approved format of the Promoter failing which the Promoter may in its sole discretion reject the same and return directly to said Third Party.
- m) The Agreement to sublease shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the Applicable Laws.
- n) If Allotment of the Unit is cancelled either by the Applicant(s) or by the Promoter, the Applicant(s) shall cease to have any claim against/upon the Unit and/or against the Promoter (except for the refund as stated herein) and the Promoter shall be free to deal with the Unit in any manner whatsoever without any further reference/intimation to the Applicant(s).
- o) Please further note that the Agreement to Sub Lease contains detailed terms and conditions of the sublease of the Unit in favour of the Applicant(s). Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement to Sub Lease shall prevail.
- p) The payment of the refund amounts, if any, shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Applicant(s) towards Total Consideration Value is less than the Booking Amount (being 10% of the Total Consideration Value), the Applicant(s) shall be liable to pay to the Promoter the deficit amount.
- q) The Applicant(s) further agree/s and acknowledge/s that the Promoter's obligation of constructing the Unit shall come to an end on receipt of the Occupation /Part Occupation/ Deemed Occupation Certificate and/or issuance of the Notice for Offer of Possession. The Applicant(s) further agree/s and acknowledge/s that the Promoter's obligation of handing over the Unit shall come to an end on the issuance of the Notice for Offer of Possession and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Applicant(s) for the possession of the Unit.
- r) The heads as mentioned in this Application Form and more particularly the payment schedule are subject to change as per and as permissible under the Applicable Laws.
- s) On 'Notice for Offer of Possession' all other payments due for previous milestones as well as the Other Charges and Additional Charges (*specified under Schedule II of Payment Plan above*), if not called for shall become payable within prescribed timelines.
- t) The sequence of construction milestones is indicative in nature and is subject to change during the course of construction. While the time linked instalments shall be raised within the given timeframe, the construction linked demands shall be raised based on the actual stage of construction as applicable for the Applicant's Unit as the case may be, which can be earlier or later to the indicative milestones or in between the time linked instalments as mentioned in the payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
- u) In the event any amount by the Applicant(s) is prepaid, the Promoter is entitled to retain and adjust the balance/excess amounts received against the future milestone payment due and payable by Applicant(s).

- v) The Applicant(s) shall be liable to make instalment payment(s) within the time limit specified in the Demand Notice notwithstanding the pendency of any other formalities to be complied with by the Applicant(s) and/or sanction of bank loan/lending facility etc. Any delay or default in making payment of the instalments, the Promoter shall charge interest at the rate of State Bank of India's highest marginal cost of lending rate plus one percent (1%) per annum from the due date or as may otherwise be prescribed under the provisions of the RERA read with Uttar Pradesh Real Estate Registration Rules and any modifications thereunder.
- w) Stamp duty and registration charges on actuals shall be payable by the Applicant(s) over and above the Total Consideration Value and/or Other Charges.
- x) It shall be the sole responsibility of non-resident/foreign national/Person of Indian Origin to comply with the provisions of Foreign Exchange Management Act, 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India and other competent authorities.
- y) To avoid penal consequences under the Income Tax Act, 1961, where Total Consideration Value for the Unit is ₹50,00,000/- (Indian Rupees Fifty Lakhs only) or more, the Applicant(s) is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013), by deducting Tax at Source (TDS) as per the applicable rate from each instalment/payment to avoid penal consequences under Income Tax Act, 1961. Applicant(s) shall be required to submit TDS certificate and Challan showing proof of deposition which shall also be a condition precedent to the handover of possession and execution of the Sub- lease Deed in favour of the Applicant(s) from the date of tax so deposited to the Promoter so that the appropriate credit may be allowed to the account of the Applicant(s). The Applicant(s) agrees and undertakes that if the Applicant(s) fails and/or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and/or the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Promoter then the amount of TDS shall be considered as pending/unpaid receivable from the Applicant(s) and handover of the possession of the Unit shall be subject to adjustment/recovery of such amount.
- z) Taxation particulars of **M/s LAVISH BUILD MART PRIVATE LIMITED** [PAN No.: \_\_\_\_\_]  
**GST NO.:** \_\_\_\_\_
- aa) Here are a few details to keep in mind if you are paying through RTGS

**RTGS Details for '[.]'**

**Bank Name:** '[.]'

**Account No.:** '[.]'

**IFSC Code:** '[.]'

**Account Name:** '[.]'

**Bank's Address:** '[.]'

**SCHEDULE III  
PAYMENT PLAN**

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Construction-Linked Payment Plan ☐

Down Payment Plan ☐

Time Linked Plan ☐

Possession Linked Plan ☐

Other Plan ☐

If yes, specify details: \_\_\_\_

*[Insert Customized Payment Plan]*

**FOR OFFICE USE ONLY**

Receiving Officer: Name:

Signature:

Date:

**ACCEPTED ☐ /REJECTED ☐ REGISTRATION NO:**

1. Type of Booking: Direct ☐ /through Channel PartnerReal Estate Agent  
☐

2. Remarks (if any) :

Date:

Place:

**SCHEDULE IV**  
**PARTICULARS OF THE APPLICANT(S)\***

My/Our particulars are given below for your reference and records:

**1. SOLE OR FIRST APPLICANT**

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

Son/Wife/Daughter of \_\_

Nationality: \_\_

Date of Birth: / / ; Anniversary date: / / .

Business/Profession:

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin

Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax:

UID/Aadhar No. (only in case of Resident/Non-Resident): (Photocopy of UID/Aadhar to be attached)

Mailing Address:

PIN Code:

Tel. No. Fax No.

E-mail Id. Mobile No.

Permanent Address:

PIN Code:

Tel. No. Fax No.

E-mail Id. Mobile No.

Payment mode (Optional): Self ☐ Home Loan ☐

Applicant's Name (as per Bank Account):

Name of Applicant's Bank:

Bank Account No.: \_\_\_\_\_

**DECLARATION:**

I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We, hereby confirm that in case any of the information and details given by me 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 Application, if executed without any liabilities and penalties, and forfeit the amounts as stated herein.

**Signature of First Applicant**

Please affix your  
photograph here and  
sign across it

**SECOND APPLICANT (if any)**

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

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

Nationality: \_\_\_\_

Date of Birth: / / ; Anniversary date: / / .

Business/Profession:

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin:

Please affix your  
photograph here and  
sign across it

Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax:

UID/Aadhar No. (only in case of Resident/Non-Resident): (Photocopy of UID/Aadhar to be attached)

Mailing Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Permanent Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Office Name & Address:

Payment mode (Optional): Self ☐ Home Loan Applicant's ☐

Name (as per Bank Account):

Name of Applicant's Bank:

Bank Account No.: \_\_\_\_\_

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

**Signature of Second Applicant**

**THIRD APPLICANT (if any)**

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

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

Nationality: \_\_\_\_

Date of Birth: / / ; Anniversary date: / / .

Business/Profession:

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin

Please affix your  
photograph here and  
sign across it

Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax:

UID/Aadhar No. (only in case of Resident/Non-Resident): (Photocopy of UID/Aadhar to be attached)

Mailing Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Permanent Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Office Name & Address:

Payment mode (Optional): Self ☐ Home Loan ☐

Applicant's Name (as per Bank Account):

Name of Applicant's Bank:

Bank Account No.: \_\_\_\_

**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, hereby confirm that in case any of the information and details given by me 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, and forfeit the amounts as stated herein.

**Signature of Third Applicant**

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

Sole Proprietorship Firm [ ] Private Limited Company [ ] Public Limited Company [ ] Limited Liability Partnership [ ] Partnership Firm [ ] Registered Society [ ] Registered Trust [ ]/Others

Date of Incorporation/Registration/Formation: \_\_\_\_

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

Bank Details: Name of Bank: \_\_\_\_

Address of the Bank/Branch: \_\_\_\_

Bank Account No. : \_\_\_\_ IFSC Code: \_\_\_\_\_

PAN No.: \_\_\_\_\_

Communication Address: \_\_\_\_\_

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Pin Code: \_\_\_\_

E-Mail: \_\_\_\_\_

Nationality: \_\_\_\_

Telephone Nos: \_\_\_\_\_ Mobile: \_

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**DECLARATION:** I/We, the Applicant/s, hereby affirm and declare that the above particulars/information are true and correct and nothing has been concealed therefrom. I/We, hereby 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, and forfeit the amounts as stated herein.

**Signature of Applicant**

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*\* The word "Applicant" as used in this Application Form means and includes an individual applicant and all joint applicants, jointly and severally, as the case may be. This Application is and shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and Real Estate Registration Rules for the State of Uttar Pradesh (along with the rules and regulations as may be framed thereunder).*

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**SCHEDULE- V**  
**DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM**

- It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application.

- Documents to be submitted:

**Resident of India**

- Copy of PAN Card.
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election card, Driving License, Aadhar Card or any other Govt. ID).
- Proof of Citizenship.
- Any other document/certificate as may be required by the Promoter.

**Partnership Firm/LLP**

- Copy of PAN Card of the Partnership Firm.
- Copy of Partnership Deed.
- Office Address Proof.
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required.

**Company**

- Copy of PAN Card of the Company.
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address.
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.

**NRI/PIO**

- Copy of Individual's Passport/PIO Card.
- Address Proof.
- 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.  
In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant(s) and not from the account of any third party.

1. I/We acknowledge, agree and undertake that I/We shall neither hold the Promoter or any of its Group/Subsidiary/Associate Promoter/Sister concerns/affiliates liable/responsible for any representation(s)/commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Promoter or any of its Group/Subsidiary/Associate Promoter/Sister concerns/affiliates with respect thereto.
2. All the above information provided by me/us, is/are true and nothing has been concealed or suppressed.
3. I/We undertake to inform the Promoter promptly of any changes to the above information and particulars furnished by me/us.
4. I/We have fully read and understood the Terms and Conditions attached hereto as **Schedule VI** and do hereby solemnly agree, undertake and covenant to abide and be bound by them and also by the area, Total Consideration Value, estimated Other Charges and payment terms as set out herein. Further, I/We acknowledge that I/We shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein and/or as may be contained in the Agreement for Sub Lease. I/We understand that the Terms and Conditions are binding in nature and are also indicative of the Terms and Conditions of the Agreement to Sub Lease which shall be comprehensively elucidated and delineated in the said Agreement to Sub Lease.
5. I/We, have paid an amount of ...../- (Rupees ..... ) vide Cheque/Demand Draft/NEFT/RTGS/Debit Card/Credit Card as part of Booking amount (as defined hereinafter) payable by me/us as per terms of this Application and subject to realisation.
6. I/We understand that submission of this Application Form neither constitutes any binding contract or Agreement

to Sell, nor the receipt of the amounts paid with this Application Form by me/us would tantamount to any acceptance of my/our Application and shall not bind the Promoter to provisionally allot the Unit in my/our favour.

7. I/We hereby confirm and agree that the Promoter shall be liable and responsible only for and in relation to the written communication through the authorized personnel of the Promoter. The Promoter, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicants and any third parties and/or any agreement or understanding arrived at with the said third parties.
8. I/We acknowledge that I/We are fully satisfied with the title of the Promoter to develop, construct, promote, brand, market and sell the Project, receive applications for booking and make allotment of the Unit, formulate terms and conditions for allotment, to receive the costs and charges from Applicants as may be payable in respect of the Unit, negotiate, finalise, sign and execute the Agreement to Sub Lease and Sub Lease Deed, and execute all such other documents as may be required or as may be deemed necessary and otherwise to do all such acts, deeds or things as may be necessary in relation hereto.
9. The Promoter has readily provided all explanations and clarifications to me/us as sought by me/us and after giving careful consideration to all facts, terms and conditions, I/We have now signed this Application Form being fully aware and conscious of my/our duties, liabilities and obligations.
10. I/We fully understand that the Promoter reserves the right to accept or reject the Application Form at its sole discretion. In the event of rejection of my/our Application Form, the Promoter shall refund the entire amount paid alongwith the application towards Booking amount or any part thereof to the Applicant(s) without payment of any compensation or interest thereon.
11. 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, if any.
12. That the scope of the Application is limited to the conditions for allotment/sale of the Unit in the Project being developed as per the approved building plan and for the consideration agreed herein only. All the amounts as set out in the Application/Schedule/Allotment Letter and payable by the Applicant(s) in accordance with the Payment Plan are solely in lieu of the consideration for the transfer/sale/Sub Lease of the Unit so allotted by the Promoter.
13. 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(s) with their full legal import and effect and the Applicant(s) has/have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the Agreement has been made available to the Applicant(s) at the time of this Application.
14. The Applicant(s) hereby confirms that he/she/it/they is/are making this Application with full knowledge of all the Applicable Laws for the State of Uttar Pradesh in general and the Project in particular.

Yours faithfully,

Name of the First Applicant

Name of the Second Applicant

Name of the Third Applicant

**Date:** \_\_

**Place:** \_\_

## SCHEDULE VI

### TERMS AND CONDITIONS

This Application is subject to the terms and conditions given hereunder and shall be binding on the Applicant(s). These are indicative key terms and conditions of the provisional allotment and Agreement to sub-lease (“**Agreement**”) to be executed between the Applicant(s) and the Promoter. Detailed terms and conditions shall be set out in the Agreement. *Post the allotment of a Unit by the Promoter the Applicant(s) shall be referred to as the Allottee, accordingly wherever the context so requires the term ‘Applicant(s)’ shall be read as ‘Allottee(s)’.*

1. The Applicant(s) is fully aware and acknowledges that the project “[•]” is not being promoted, developed and/or sold by M3M India Private Limited. The use of the word/name/mark “M3M” is under NOC (No Objection Certificate) from M3M India Private Limited, use whereof is subject to the permission being granted by M3M by grant of NOC (No Objection Certificate) to use its brand name, the use of the word “M3M” shall in no manner be construed or interpreted as M3M India Private Limited being the Promoter and/or Promoter of the Project or any part thereof.
2. 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(s) with their full legal import and effect and the Applicant(s) has/have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the Agreement has been made available to the Applicant(s) at the time of this Application.
3. The Applicant(s) is applying for allotment of the Unit in the Project under this Application Form, after fully understanding the development scheme as envisaged by the Promoter and with full knowledge of all the laws/notifications and rules applicable to the Project and has/have satisfied himself/themselves/itself about the rights/title/interest of the Promoter in the /Project, and has understood all limitations and obligations of the Promoter in respect thereof.
4. The Applicant(s) has/have gone through all the terms and conditions of the draft Agreement (Agreement to Sub Lease) which has been made available to him/her/them for his/her/their perusal and understanding at the time of Application and the Applicant(s) has/have understood the mutual rights and obligations detailed therein.
5. The Applicant(s) is satisfied with the rights and interest of the Promoter to develop, sell and market the Unit in the Project to be developed o and the rights, interest and title of the Promoter therein. The Applicant(s) has understood all the limitations, restrictions, requirements and obligations in respect thereof.
6. The Applicant(s) confirms that the Applicant(s) has/have relied on his/her/its/their own independent judgment, investigation, physical inspection of the Project site and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has/have not based his/her/its/their decision upon and/or has/have not been influenced by any illustrative architect’s plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. The Applicant(s) confirms that he/she/it/they has/have obtained appropriate professional advice before proceeding further with this Application. The Applicant(s) has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the Unit. The Applicant(s) further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project.
7. The Applicant(s) has represented and warranted to the Promoter that it has/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(s) and/or its spouse/parents/children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/proceedings whatsoever against the Promoter, any of its affiliates or associates. The Applicant(s) 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(s) shall be liable to all the

consequential action there under.

8. The Applicant(s) hereby assures, confirm and declare that all payments made by it are obtained from legal source and are not proceeds of crime. The Applicant(s) shall at all times keep the Promoter, it's directors, employees and agents fully indemnified against any loss, claim or damage that may be caused, or any legal action (including expenses for any legal action) that may be taken against the Promoter, it's directors, employees and agents for accepting any payments by the Applicant(s). The Applicant(s) hereby confirms that in the event the payments made by it or any part thereof is found to be proceeds of crime, then in such an event the Promoter shall be at liberty to cancel the allotment, without issuing any notice regarding the same to the Applicant(s).
9. It is expressly clarified that the Promoter has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of the Project and no impression/representation of any kind has been given to the developments and/or constructions that may take place outside the boundary of the Project or the Total Land.
10. The Applicant(s) hereby confirms that he/she/it/they is/are making this Application with full knowledge of all the Applicable Laws, applicable in the State of Uttar Pradesh and those related to the Project being developed on the Said Land.
11. 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 and/or the nominated maintenance agency and/or registered Association of Allotees/ Master Association (*defined in the Agreement*), as the case may be for the maintenance and upkeep the Project/ Total Land, as the case may be, in general as and when required along with declarations and undertakings contained therein. The Applicant(s) accepts that the execution of the said documents shall be a condition precedent to the execution of the Sub Lease Deed for the Unit.
12. The Applicant(s) agree(s) to pay the Total Consideration Value of the Unit along with other charges ("**Total Consideration Value**"), as per the opted Payment Plan and/or as may otherwise be communicated by the Promoter from time to time mentioned in **Schedule- III ("Payment Plan")** of this Application Form. The break-up and description of the Total Consideration Value and Other charges are described in **Schedule-II** of this Application Form. If the Applicant(s) delays in payment towards any amount which is payable, it shall be liable to pay interest, on all the amounts which are due & payable by the Applicants(s) under and in furtherance to this Application Form, if any. The said interest shall be current State Bank of India's Highest Marginal Cost of Lending Rate plus 1% per annum or such other rate of interest higher/lower than 1% as may be prescribed from time to time under the Act and Rules made thereunder.
13. The Applicant(s) shall further be liable to pay any enhancements in any tax/charges/compensation/lease rent/one-time lease rent as applicable/lease premium 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. The Applicant(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when the Sub Lease Deed with the concerned Sub Registrar is executed by the Promoter.
14. The Total Consideration Value and Other Charges shall be payable by the Applicant(s) directly to the Promoter as mentioned in the Payment Plan (**Schedule-III**) on the timeline agreed herein and without any delay or demur. The timely payment of the Total Consideration Value and Other Charges shall be of the essence.
15. The Applicant(s) has/have understood the Total Consideration Value and Other Charges as laid down in **Schedule II** of this Application Form.
16. It is clarified that the Total Consideration Value shall be payable by the Applicant(s) in the manner and into the designated bank account of the Promoter, the details whereof are specified in this Application Form or as may be specified from time to time by the Promoter.
17. The Promoter shall adjust any payment received from the Applicant(s) 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.
18. The Applicant(s) confirms and represents that the Promoter has never indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right or title of any kind whatsoever, in any other Unit (other than the said Unit), any Land, or other areas in the Project,

etc. save and except, as mentioned herein.

19. The Total Consideration Value as mentioned in the Allotment Letter followed by the Agreement will include recovery of land premium, development/construction of not only the Unit but also the common areas and facilities, (if applicable cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and facilities, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the Agreement).
20. The Applicant(s) shall also pay, as and when demanded by the Promoter, any other statutory taxes, pro-rata share in duties, statutory charges including but not limited to lease rent, one time lease rent, lease premium, enhanced compensation, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter. The Applicant(s) shall further be liable to pay any revision/modification in Lease rent, one time lease rent, lease premium, taxes, duties, statutory charges, cesses, levies etc. as may be levied by the Government or any Statutory/Competent Authority, even if such statutory charges, cesses, levies etc. are retrospective in effect, if there is any revision/modification in the taxes/statutory charges/fees/levies/cess etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/decreased based on such revision/change/modification. It is clarified that if any input credit becomes available in respect of said applicable Taxes, then the Promoter shall solely be entitled to the same as the Promoter has already accounted for adjusting the same in the Total Consideration Value stated herein.
21. The Applicant(s) shall further be under obligation to pay the Labour Cess (if any) in addition to the Total Consideration Value and which shall be intimated by the Promoter in due course of time.
22. Taxes (GST and cess or any other taxes/fee/charges/levies etc. which may be levied, in connection with the development/construction of the said Project) paid/payable by the Promoter upto the date of the handing over of the possession of the Unit along with right to use car parking, if applicable to the Applicant(s), as the case may be, after obtaining the necessary approvals from the Competent Authority for the purposes of such possession. Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/decreased based on such change/modification. Provided further, if there is any increase in the taxes/charges/fees/levies etc., after the expiry of the scheduled date of completion of the said Project as per the registration with the Authority, which shall include the extension of the registration, if any, granted to the Promoter by the Authority, as per the Act, the same shall not be charged from the Applicant(s) unless otherwise permitted by Applicable Law(s).
23. The Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Applicant(s) to the Promoter for the sale of Unit to the Applicant(s), shall be payable by the Applicant(s) as applicable from time to time as per the applicable rates.
24. The Promoter has made it clear to the Applicant(s) that it may carry out extensive developmental/construction activities now or in future in which the said Project/Building/Apartment is located and that the Applicant(s) has confirmed that the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Promoter on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental/construction activities or incidental/related activities.
25. It is made clear by the Promoter and understood by the Applicant(s) that the Applicant(s) shall have no rights including right of ownership/lease/sub-lease in the land, all roads, open spaces etc. save and except, as specified herein. It is further clarified that the general common areas like roads, open spaces etc. are common and for the benefit of all allottees of the Units in the Project. All rights and interests to develop the Said Total Land shall vest solely with the Promoter and the Promoter shall have the sole and absolute authority to deal in any manner with the Said Total Land. The Promoter relying on this specific undertaking of the Applicant(s) in this Application may finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns, etc.
26. The Promoter has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has/have understood and agreed that the computation of the Total Consideration Value of the Unit does not include any recovery or payments towards running and operation of the common amenities and facilities, other recreational and sporting activities, if any. As regards payment of Maintenance Charges, the Applicant(s) shall enter into a separate Maintenance Agreement with an agency designated by the Promoter or Association of Allottees/Master Association, as the case may be, and shall make payment of such Maintenance Charges as demanded by the Promoter/Maintenance Agency/Competent Authority, as the case may be.



27. That the Unit is PNG enabled (if applicable) and that the Developer shall provide the PNG connection till the main entry/meter room and that it shall be the responsibility of the Applicant to take connection from the main line to its Unit, for which the Applicant shall directly make an application with duly nominated PNG Supplier in the Project, at its own cost and expense.
28. In case it is required, the Promoter will facilitate formation of a Master Association of all Allottees of the different categories of the Units in the Project, over a period of time, the charges for which shall be proportionately contributed by the owners of the Units (residential) of different categories through their respective Associations. However, till then the role of the Master Association shall be performed by the Promoter or its assignee/appointed maintenance agency at the proportionate cost/contribution of the respective allottees.
29. The Applicant confirms and agrees that there shall be interconnection of essential common infrastructure facilities, provided in the project land such as power back-up, water supply, sanitary and drainage fittings, water lines, sewer lines, storm water drains, roads, electricity etc. which shall be available for use by all occupants of the Project, which has been/shall be developed in the project in due course. However, Applicant(s) agree and undertake that Applicants(s) shall be liable to pay the requisite maintenance charges in respect of such interconnected essential common infrastructure facilities provided/to be provided in the project as may be fixed by the Promoter/ nominated Maintenance Agency/Competent Authorities, as the case may be from time to time.
30. The Promoter has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has/have understood and agreed that the computation of the Total Consideration Value of the Unit does not include any recovery or payments towards (i) running and operation of the common amenities and facilities or any other conveniences, community buildings/sites, other recreational and sporting activities , if any provided on the Said Total Land (ii) any rights over areas reserved/restricted for any other allottee/right-holder at the Project; or (iii) any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws; or (iv) taxes which may become leviable under the provisions of the Applicable Law or any amendments thereto pertaining or relating to the sale of Unit; (v) charges for electric sub-station/solar panel charges/EV Stations. The Applicant(s) fully understands that the Promoter is free to deal with the Project or any part of the Project in any manner as the Promoter may deem fit. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance agreement with an agency designated by the Promoter or association of allottees or competent authorities and shall make payment of such maintenance charges as demanded by the Promoter/maintenance agency/association of allottees, as the case may be. The Applicant has agreed and understood that he/she/they shall be liable to pay the common expenses for running, maintenance and operation of the common areas and facilities as determined by the Promoter, till such time the common areas and facilities are transferred to the association; and thereafter to the association and uniformly made applicable for all sub- lessees/right-holders at the Project. The Applicant agrees to pay the additional expenditure incurred thereon on a pro-rata basis alongwith other Unit owners as determined by the Promoter in its absolute discretion.
31. The Promoter shall not make any material additions and alterations in the sanctioned building plans, layout plans/demarcation-cum- zoning plans and the specifications, amenities and facilities as described in the Agreement in respect of the Unit, without the previous written consent of the Applicant(s) as per the provisions of the Applicable Law made thereunder and/or as per the approvals/instructions/guidelines of the Competent Authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Applicant(s), or such minor changes or alterations as per the provisions of the Applicable Laws or as per the approvals/instructions/guidelines of the Competent Authorities and/or Architect, or such other changes as may be required to the betterment of the project and comfortable and convenient for the Applicants/occupants/users at large.
32. The Promoter shall confirm the final carpet area of the Unit that will be allotted to the Applicant(s) after the construction of the building/Unit, as the case may be, in the Project and upon receipt of the occupation certificate/part occupation and/or deemed occupation certificate (as the case may be) from the Competent Authority. The Total Consideration Value payable for the Unit after taking into account the revised Carpet Area shall be recalculated upon confirmation by the Promoter and if there is a reduction in the carpet area then appropriate adjustment shall be carried for the amount paid by the Applicant(s) against the future milestone payment due and payable by the Applicant(s). If the increase in the Carpet Area of the Unit (and such increase is not more as prescribed under the Applicable Laws) is allotted to the Applicant(s), the Promoter may demand that from the Applicant(s) as per the next milestone of the Payment Plan. No other claim, monetary or otherwise, shall lie against the Promoter.
33. The Applicant(s) further understands and agrees that for the purposes of the Act, there is a variance in the value of the Unit inter-se each category as is required/permissible by the Applicable Laws. The Applicant(s) also

understands that the common areas and facilities are common for the occupants in the building and same shall be used harmoniously by the Applicant(s) along with other occupants of the building without causing any hindrance or obstruction. As the interest of the Applicant(s) in the common areas is undivided and cannot be partitioned, this would require the Applicant(s) to use the common areas within the building only harmoniously along with other Applicants of the Project/the building, being developed on the Total Land, without causing any inconvenience or hindrance to them.

34. The Applicant(s) agrees and undertakes that if the Applicant(s) fails and/or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Promoter then the amount of TDS shall be considered as receivable from the Applicant(s) and handover of the possession of the Unit shall be subject to adjustment/recovery of such amount.
35. It is understood by the Applicant(s) that 10% of the Total Consideration Value, shall be construed, considered and treated as "Booking Amount", to ensure the performance, compliance and fulfilment of his/her/their obligations under this Application/Allotment Letter/Agreement to Sub Lease. The Booking amount shall be payable by the Applicant(s) as per the Payment Plan and will include token amount paid by the Applicant(s) at the time of making this Application for booking/allotment of the Unit (subject to realization).
36. Timely payment of the Total Consideration Value in accordance with the Payment Plan as agreed by the Applicant(s) shall be essence of the allotment, and the Applicant(s) hereby agrees and undertakes to pay all the amounts due and payable to the Promoter in accordance with the Payment Plan opted by the Applicant(s) in **Schedule-III** on or before the respective due dates. It is being clarified that the Promoter shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the demand notice/invoice raised by the Promoter. In the event of the Applicant(s) committing default in the payment and/or in observing and performing any of the terms and conditions of provisional allotment or not wanting to go ahead with the transaction, the Promoter can give 15 (fifteen) days prior written notice to remediate such breach/default. In the event the Applicant(s) fails to remediate such breach/default within 15 (fifteen) days thereof or if at any point the Applicant(s) does not intend to proceed with the transaction to purchase the Unit, the Promoter shall be at the absolute liberty to cancel/terminate the provisional allotment. Thereafter, the Applicant(s) claim shall be restricted to the balance amount (if any) to be refunded to the Applicant(s) as aforementioned. The Promoter shall also, post expiry of such period, be at absolute liberty to sell/allot the said Unit to any other third party as the Promoter may deem fit and proper and the Applicant(s) shall have no claim or objection whatsoever to the same. The Promoter will, refund the amounts, if any after forfeiting/deducting the Booking amount (i.e. 10% of the Total Consideration Value) along with the Non-Refundable Amount as per terms of the Application Form.
37. The Applicant is aware that the Total Consideration Value is payable as per the carpet area of the Unit as defined in Section 2(k) of the Act. The term 'Carpet Area' shall have the same meaning ascribed to it under the Act and the Rules. Further, the term 'Common Areas and Facilities' shall have same meaning as ascribed to it in sub-section (n) of section 2 of the Act read with rule 2(1)(d) of the Rules.
38. The Total Consideration Value is escalation-free, save and except increases which the Applicant agrees to pay, including increase in any of the components forming part of any charges whatsoever, to the extent payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authorities from time to time, which the Applicant(s) shall be liable to pay proportionately along with other allottees in the building where the Unit is located and/or Project, as the case may be, as applicable. In case of any decrease (including with retrospective effect, if any) in any of the components forming part of any charges whatsoever that may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Applicant(s), and such adjustment shall be made from the next instalment due from the Applicant(s) following the intimation of such decrease by the Promoter/Competent Authority, as the case may be.
39. The Applicant(s) confirms having understood that with the change in technology or otherwise the Promoter is entitled to speed up the process of construction and that the Applicant(s) agrees and understands that the sequence of construction milestones as mentioned in the payment plan are indicative in nature and are subject to change during the course of construction. While the time linked instalments shall be raised in accordance and within the given timeframe, accordingly the Promoter has the right to raise the demands based on the actual stage of construction, regard the construction linked demands, which can be earlier or later to the indicative milestones or in between the time linked instalments as mentioned in the indicative payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.

40. After the execution and registration of the sub-lease deed/conveyance deed, the Applicant(s) shall have the right to the Unit as agreed as mentioned below:-
  - 40.1. the Applicant(s) shall have exclusive ownership of the Unit to be used for the purposes for which the allotment has been made and for which the Unit has been provisioned for.
  - 40.2. the Applicant(s) shall have the proportionate undivided, indivisible and impartible lease rights in the land underneath the building where the Unit is situated and common areas in the building where Unit is situated.
  - 40.3. The share/interest of Applicant(s) in the common areas of the building/project in which the said Unit is situated cannot be divided or separated, the Applicant(s) shall use the common areas along with other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The Promoter shall hand over the common areas of the building/project in which the Unit is situated to the association of allottees/ competent authorities, as the case may be, after duly obtaining the occupation certificate/part occupation / deemed occupation certificate from the Competent Authority, as the case may be.
  - 40.4. the Applicant(s) shall have the right to exclusive use but no title to the allotted car parking space(s), if any.
41. The Unit along with the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Applicant(s) independent of the other. The right to use of any additional parking spaces may be granted upon request on a first-come-first- served basis but at the sole discretion of the Promoter, subject to availability and upon payment of such charges as may be decided by the Promoter. The Promoter's decision in this regard shall be final and binding.
42. In case the Promoter is required to make any additional provisions for and in relation to the Unit and/or for any additional features and services in the Project, (including installation or make provision for alternate sources of generation/distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives/instructions of the competent authority under the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the units as additional costs and charges and the Applicant(s) agrees to pay the same proportionately to the Promoter, without any delay, demur and protest.
43. The Applicant(s) confirms having understood and further acknowledges that Promoter shall carry out the internal development within the Project and/or the Total Land, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Said Total Land such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Promoter is dependent on the competent authorities for providing such external linkage and the Promoter shall not be responsible for such unfinished works, save and except towards payment of charges to the extent set out herein. In the event the competent authorities are not able to provide such external facilities by the time the Unit is handed over to the Applicant(s), then the Applicant(s) agrees and understands that such services and facilities shall have to be availed through third party agencies/vendors (such as, power- back up facility through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Promoter/Association of Allottees/Master Association/ Maintenance Agency, as the case may be.
44. The Unit applied for, along with the Project shall be subject to Applicable Laws.
45. The Applicant(s) shall also pay, as and when demanded by the Promoter, Goods & Services Tax (GST), or any other statutory taxes, duties, charges, cesses, levies and the like as may be applicable to the Unit and/or the Applicant(s) in relation to the Unit. The Applicant(s) agrees and understands that in the event any property tax or any other taxes, charges, fee, cess or the like by whatever name is imposed and/or is assessed separately in respect of the Unit, the same shall be payable by the Applicant(s), to the concerned authority.
46. The Promoter reserves its rights, subject to all the Applicable Laws, to give on lease/sub-lease or hire any unsold Units in the Project or any part of the roof/terraces/open areas (not specifically attached to any of the Units) and other areas and the Applicant(s) agrees not to object to the same and/or to make any claim on this account. The Applicant(s) shall be liable to make timely payment of maintenance charges as and when demanded by the Promoter/RWA/duly nominated as maintenance agency, as the case may be.
47. If the Applicant(s) neglects, omits, ignores, or fails in the timely performance of the obligations agreed and stipulated herein including failure to execute and return both sets of signed Agreement within 30 (thirty) days of dispatch by the Promoter for any reason whatsoever or to pay in time to the Promoter any of the instalments or



other amounts and charges due and payable by the Applicant(s) by the respective due dates for such payments, the Promoter shall be entitled to cancel the allotment and terminate the Agreement, if executed, at its sole discretion and the Promoter shall be entitled to forfeit the Booking amount (being 10% of the Total Consideration Value) and interest component on delayed payment (payable by the Applicant(s) for breach and non-payment of any due payable to the Promoter) along with Non- refundable Amount as defined herein of the Application Form. The rate of interest payable by the Applicant(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus 1% (One percent). The balance amount of money paid by the Applicant(s) shall be returned by the Promoter to the Applicant(s) on re-allotment of the Unit. Upon such cancellation, the Applicant(s) shall be left with no right, lien or interest over the Unit and the parking spaces in any manner whatsoever.

48. If the cheque submitted by the Applicant(s) along with the Application is dishonoured, then this Application will be deemed to be cancelled and the Promoter will not be under any obligation to inform the Applicant(s) about the dishonour of the cheque or cancellation of the Application. Also, in case any cheque towards the subsequent payment is dishonoured, the Promoter will not be under any obligation to inform the Applicant(s) about the dishonour of the cheque and the consequences for such non-payment/payment default shall follow.
49. The Applicant(s) agrees and undertakes not to modify the Unit, make any structural change and/or raise any construction within the Unit or otherwise encroach upon or occupy any Common Areas or any other area outside the Unit.
50. The Applicant(s) shall use the Unit only for the purpose for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any Unit (s) above, below or adjacent to the Unit and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Laws for which the due permission, approval, sanction, permit, registration etc. if any required by the Applicant(s) shall be obtained from the Competent Authorities/Association of Allottees and prior notice thereof shall be given to the Association of Allottees/ the Maintenance Agency/the Competent Authority, as the case may be.
51. Subject to the Force Majeure Event (*as defined under the Agreement*) and/or other just permissible exceptions or any other event/reason of delay recognized or allowed in this regard by the competent authority, if any, the Promoter shall be considered under a condition of default, in the following events:
  - a) The Promoter fails to provide ready to move in possession of the Unit along with parking, if any, to the Applicant(s) or fails to complete the Project on or before the committed period;
  - b) Discontinuance of Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
52. In case of Default by the Promoter under the conditions listed above, the non-defaulting Applicant(s) is entitled to the following:
  - a) stop making further payments of any payment/future instalment (yet to be due) as per the Payment Plan, as and when demanded by the Promoter. If the Applicant(s) stops/suspends making payments, and if the Promoter subsequently rectifies/remedies the default/corrects the situation by completing the relevant construction/development milestones and only thereafter, the Applicant(s) shall be required to make the next payment and recommence the payment of such outstanding instalments without any interest for the period of such delay occurred on account of the Promoter; or
  - b) The Applicant(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Applicant(s) under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within prescribed time under RERA.

Provided that where an Applicant(s) does not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the non-defaulting Applicant(s) within the prescribed time (by the Authority) of it becoming due.

53. The Applicant(s) shall be considered under a condition of default, subject to the execution of the Agreement, on the occurrence of the following events:

- a) in case the Applicant(s) fails to make payments for demands made by the Promoter despite having been issued notice in that regard the Applicant(s) shall be liable to pay interest to the Promoter on unpaid amount at the rate prescribed hereinabove (SBI MCLR + 1%).
  - b) in case of default by the Applicant continues after demand notice(s) from the Promoter in this regard, the Promoter may cancel the booking /allotment of the Unit and refund the money paid by the Applicant(s) after forfeiting the Booking amount (being 10% of the Total Consideration Value) and Non-refundable Amount as detailed/defined in this Application Form. The balance amount of money paid by the Applicant(s) shall be returned by the Promoter to the Applicant(s) upon re-allotment of the Unit, subject to receipt of the refund/credit of the applicable taxes by the Promoter from the Competent Authorities. On such default, the allotment and/or Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated.
  - c) If, (a) the allotment of the Unit has been obtained by the Applicant(s) through fraud, misrepresentation, misstatement of facts, or concealment/suppression of any material fact, or (b) the Applicant(s) is not competent to enter into the Agreement for reasons of insolvency or due to operation of any regulation or law; then the Promoter may cancel the allotment of the Unit and refund the money paid by Applicant(s) after forfeiting the Booking amount (being 10% of the Total Consideration Value) and Non-refundable Amount. The balance amount of money paid by the Applicant(s) shall be returned by the Promoter, without interest or compensation after re-allotment of the Unit, subject to receipt of the refund/credit of the applicable taxes by the Promoter from the Competent Authorities.
  - d) On such default, the Allotment, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Further, additionally the Applicant(s) shall be considered under a condition of Default, in case the Applicant(s) fails to comply with the conditions under the Notice for Offer of Possession, including taking over of possession of the Unit, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Promoter in this regard then the Promoter may cancel the allotment of the Unit and forfeit the amount. On such default, the allotment, Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated.
54. The Applicant(s) agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement, separate maintenance agreement, electricity supply agreement and any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter and/or the nominated maintenance agency and/or registered Association of Allottees of the Project or the Association of Allottees formed for the entire Project on the said 'Total Land', as the case may be ("RWA") for the maintenance and upkeep of the Project as and when required along with declarations and undertakings contained therein. The Applicant(s) accepts that the execution of the said documents shall be a condition precedent to the execution of the conveyance/sub-lease deed for the Unit.
55. The Applicant(s) have clearly understood the terms of this Application Form and have accepted and consented thereto.
56. The Applicant(s) have confirmed that irrespective of any disputes, which may arise between the Applicant(s) and the Promoter, the Applicant(s) shall punctually pay all instalments of the Total Consideration Value, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever.
57. The Promoter has the right and is entitled to create mortgage and/or create a charge on the Unit, Building/ Project or any part or component thereto, all current/future receivables pursuant thereto and any other right, title and interest that the Promoter may have in respect of the Project and/or the plots, blocks and construction comprised thereupon including but not limited to common areas and facilities, buildings and units. The Promoter shall ensure that if such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s) that may vest as per the Agreement to sub-lease. It is hereby understood and agreed that upon signing of this Application Form, the Applicant(s) are deemed to have completed all due diligence as to the right, title and interest of the Promoter to develop and market the Unit and the Applicant(s) confirms that the Applicant(s) have sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoter to convey the Unit. The Applicant(s) has/have, prior to the date hereof, examined the copy of the RERA registration in respect of the Project and has caused the said RERA registration to be examined in detail by his/her/its advocates and planning and architectural consultants.
58. In case the Applicant(s) is a non-resident Indian or a foreign national of Indian origin then it shall be his/her/its

responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 (“FEMA”) erstwhile Foreign Exchange Regulation Act, 1973), Reserve Bank of India Act, 1934 (“RBI Act”), any rules and/or guidelines made/issued there under and all other Applicable Laws including that of remittance of payment, acquisition/sale / transfer of immovable properties in India. The Applicant(s) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under. The Applicant(s) shall indemnify and keep and hold the Promoter and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Applicant(s) subsequent to the execution of the Agreement for Sub Lease, they shall immediately intimate the same to the Promoter and comply with necessary formalities, if any, under the Applicable Law(s).

59. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities in respect of the Unit, as the case may be, without the previous written consent of the Applicant(s) as per the provisions of RERA made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor changes or alterations as may be required by the Applicant(s), or such minor changes or alterations as per the provisions of RERA made thereunder or as per approvals/instructions/guidelines of the competent authorities.
60. The Applicant confirms that the Applicant(s) has/have relied on his/her/its/their own independent judgment, investigation, physical inspection of the site of the Project and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has/have not based his/her/its/their decision upon and/or has/have not been influenced by any illustrative architect’s plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. The Applicant(s) confirms that he/she/it/they has/have obtained appropriate professional advice before proceeding further with this Application. The Applicant(s) has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to submit this Application Form for the purchase of the Unit. The Applicant(s) further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project.
61. The Promoter shall be responsible to maintain common areas & facilities of the Project till the taking over of the maintenance of such common areas & facilities of the Project by the association of allottees or maintenance agency or the competent authority, as the case may be, either itself or through a maintenance agency subject to payment of the maintenance charges by the Applicant(s).
62. The Promoter shall also form an association(s) of allottees of varied components of the Project, of which the allottees of the Units in the Project shall be the members, for the maintenance and upkeep of the common areas & facilities in the Project.
63. In case, the association(s) of allottees/master association or the maintenance agency, as the case may be fails to take handover of the common areas & facilities of the Project , in such an event, the Promoter shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period till such time the handover is taken by the association(s) of allottees/maintenance agency, as the case may be, which shall be recoverable from the association(s) of allottees or proportionately from all allottees of the Project, as the case may be.
64. Upon receiving a written intimation from the Promoter at the time of receipt of the Occupation Certificate/Part Occupation/ Deemed Occupation Certificate, the Applicant(s) shall pay the maintenance charges as may be levied by the Promoter/maintenance agency/association of allottees, as the case may be, and shall simultaneously with the execution of the conveyance/sub-lease deed also enter into a maintenance agreement with the Promoter/maintenance agency/association of allottees as the case may be, in the format to be provided by the Promoter/maintenance agency/the association(s) of allottees, as the case may be.

65. The Applicant(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. ("Maintenance Charges") to the Promoter/association(s) of allottees/maintenance agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Applicant(s)) under the maintenance agreement. the rates of maintenance and service charges shall be fixed by the Promoter or association(s) of allottees/the maintenance agency as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, power backup, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Applicant(s) agrees that, on and from the possession notice expiry date or the date of execution of the conveyance/sub-lease deed, whichever is earlier, the Applicant(s) shall pay advance Maintenance Charges calculated at an estimated rate.
66. The Applicant further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/maintenance agency/association(s) of allottees, as the case may be for the purposes of framing rules for management of the Project/any part of the Project and use of the Unit by the Applicant(s) for ensuring safety and safeguarding the interest of the Promoter/maintenance agency and other allottees and the Applicant(s) also agree(s) and confirm(s) not to raise any disputes/claims against the Promoter/maintenance agency and other allottees in this regard. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Applicant(s) and/or association(s) for any act, deed, matter or thing committed or omitted to be done by the maintenance agency in the due course of such maintenance, management and control of the Project, any part of the Project and/or common areas, amenities and facilities thereto.
67. The Promoter shall be responsible to provide and maintain essential services in the Project, as the case may be till the taking over of the maintenance of the Project by the association(s) of allottees or the master association or the maintenance agency as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate, as the case may be. The Applicant(s) agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter/association(s) of allottees/ master association or the maintenance service agency ("MSA") as appointed for maintenance and upkeep of the Project/any part of the Project by the Promoter. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Unit by the Promoter and also for executing the sub-lease deed of the Unit. The Applicant(s) agrees to pay to the Promoter/maintenance agency, as the case may be, applicable maintenance charges in order to secure adequate provision of the maintenance services.
68. The Applicant(s) understands that for the mutual benefit and enjoyment of the owners of Units in the Project and in accordance with the concept/design promulgated by the Promoter, there will be regulations/restrictions in change of structure, facade of the buildings of the Project or anywhere on the exterior of the Project, or common areas and facilities. The Applicant(s) understand that the same is for mutual benefit of the Unit owners and is a fundamental part of the Project. The Applicant(s) consent to signing/agreeing to the terms/conditions in this regard as may be captured in the Agreement to sub-lease by the Promoter.
69. The Promoter may raise upon the Applicant(s) appropriate demand notices for the payment of the Total Consideration Value and other charges as are the part of the Total Consideration Value.
70. The Applicant(s) is not vested with any right, interest or entitlement in or over the Unit until a formal Agreement for sub-lease is executed and registered between the Promoter and the Applicant(s) under the Applicable Laws within the timelines stipulated by the Promoter. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "Provisional Allotment" until the Agreement to sub-lease is executed and registered by the Promoter and the Applicant(s). Further, the Applicant(s), as and when called upon by the Promoter, undertakes to be present for registration of the Agreement to sub-lease, as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Applicant(s) hereby agrees, confirms and undertakes to come forward and register the Agreement to sub-lease of the Unit failing which the Promoter shall without prejudice to any other rights be entitled at its sole discretion to (i) charge interest to the Applicant(s) and/or (ii) cancel this Application Form/Allotment Letter and forfeit various amounts paid/due from the Applicant(s), as per the terms contained above and subject to the provisions/limits as prescribed in the Applicable Laws.
71. Applicant(s) shall grant all the required assistance to the Promoter including signing of the agreements, deeds, declarations, consent(s) and other writings as and when demanded by the Promoter for lawful transfer of the said Unit.

72. The Applicant(s) understands that the present Application and Allotment is non-transferrable/non-assignable. Subject to the Applicable Law, the permission to allow transfer/assignment/nomination/substitution shall be at the sole discretion of the Promoter, which may grant or refuse such permission. The Promoter shall charge an administrative fee, as may be decided by the Promoter from time to time, for such transfer/assignment/ nomination/ substitution and the transfer/assignment/ nomination/ substitution shall be effected in a manner and as per procedure as may be formulated by the Promoter. The Applicant(s) and the transferee/assignee/ nominee/substitute shall be required to submit such necessary documents in the formats as may be required by the Promoter for such transfer/ assignment/ nomination/ substitution. Any transfer/assignment/nomination/substitution by the Applicant(s) without the prior permission/approval of the Promoter shall be treated as null and void and such transfer/assignment/nomination/substitution shall not be binding on the Promoter.
73. The Applicant(s) understands and agrees that although the Applicant(s) may obtain finance from any bank/financial institution/Non-Banking Financial Promoter/other lending institution/lending entity or any other lawful source for the purchase of the Unit as may be permissible under applicable law however the obligation to make timely payments for the Unit pursuant to the Agreement shall be that of the Applicant(s) and shall not be contingent upon the ability, capacity or competence of the Applicant(s) to obtain or continue to obtain such financing. The Applicant(s) shall, regardless of any financing, remain bound under the Agreement for fulfilling all obligations relating to the payments of all dues relating to the Unit. The rights of the bank/financial institution/Non-Banking Financial Promoter/other lending institution/lending entity shall be subservient or equivalent to the rights of the Applicant(s) under the Agreement and shall not be more or better than that of the Applicant(s). The Applicant(s) agrees and understands that the Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Applicant(s) and the Applicant(s) shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Applicant(s) fails to make timely payments due to the Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the applicable law.
74. In the event any loan facility has been availed by the Applicant(s), the Sub Lease Deed shall be executed only upon receipt of the no- objection certificate from such bank/financial institution/ Non-Banking Financial Promoter/other lending institution/lending entity. Further, any refund to be made in terms of the Agreement, shall be made to the Applicant(s) strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Applicant(s) and his/her/its bank/financial institution/Non- Banking Financial Promoter/other lending institution/lending entity from whom the Applicant(s) has raised loan/finance for purchase of the Unit. In cases of any such refund being made by Promoter directly to the bank/financial institution/Non-Banking Financial Promoter/other lending institution/lending entity, the same shall be deemed as a refund to the Applicant(s) in full and final satisfaction and settlement of account of the Applicant(s) in respect of and in relation to the Unit against the Applicant(s) as well as such bank/financial institution/Non-Banking Financial Promoter/other lending institution/lending entity and no other claim, monetary or otherwise shall lie against the Promoter and the Unit. Save and except in the case of any bank/ financial institution/Non-Banking Financial Promoter/other lending institution/lending entity with whom any agreement has been separately executed for financing the Unit, if any, the Promoter shall not accept any payments on behalf of the Applicant(s) from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Promoter, failing which the Promoter may in its sole discretion reject the same and return the said payment directly to said Third Party. The Promoter shall not be responsible towards any Third Party that has made payments or remittances to the Promoter on behalf of the Applicant(s) and any such Third Party shall not have any right, title and/or interest against the Unit and/or under the Agreement whatsoever. The Promoter shall communicate only with the Applicant(s) and shall issue its payment receipts only in the name of and to the account of the Applicant(s).
75. Prior to handover of possession, the Applicant(s) and the Promoter agree to conduct a joint inspection of the Unit so that in the event of any incomplete works, defects and/or poor workmanship therein, the same can be attended to by the Promoter. If the Applicant(s) ignores, neglects or otherwise fails to do so and/or if the Applicant(s) fails to pay all dues payable under the Agreement and/or to assume possession of the Unit within such prescribed time period, the Applicant(s) shall not be entitled to make any such claim at any point thereafter. The Applicant(s) agrees that it shall resolve complaints, if any, with regard to the construction or quality of workmanship of the Unit which have been directly executed by the Promoter, prior to assuming possession. The Applicant(s) also agrees and understands that the Promoter shall not be held responsible or liable for giving any warranty of movable items/appliances which have been part of the Unit and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto, provided the Promoter has taken reasonable quality checks and



balances at the time of their installation. The usage of all the fixtures, fittings and other installations whether in terms of the Agreement or otherwise shall be as per the usage guidelines as provided by the Promoter/the manufacturer/the Maintenance Agency/the Association of Allottees.

76. From the date of taking over of possession, the Applicant(s) shall be responsible to comply, and cause compliance by his/her/its occupants, representatives and/or any other person claiming under him/her/it, with all Applicable Laws and provisions of the Sub-Lease Deed and the maintenance agreement.
77. Upon receiving a written intimation/notice from the Promoter for Offer of Possession, the Applicant(s) shall take possession of the Unit from the Promoter by executing the necessary indemnities, undertakings and such other documentation as to be prescribed and provided by the Promoter. It is clarified that the Promoter shall handover the possession to the Applicant(s) only after receipt of the entire amount of the Total Consideration Value and Other Charges or dues or levied from the Applicant(s).
78. In case the Applicant(s) fails to comply with the essential documentation, undertaking etc. and/or fails to take possession within the time provided, then the Applicant(s) shall continue to be liable to pay the specified dues (including the maintenance charges as applicable and holding charges @ Rs. 100/- (Rupees One hundred Only) per sq. ft. per month of the super area of the Unit ("Holding Charges") for the entire period beyond such period as provided for in the Notice for Offer of Possession within which the Applicant(s) has been advised to take the possession; and (ii) the Promoter shall postpone the execution of conveyance/sub-lease deed and handing over possession of the Unit until the entire outstanding dues along with interest for delayed payment, applicable maintenance charges and holding charges as may be applicable thereon, have been fully paid. Such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge. If the Applicant(s) fails to pay all dues payable and/or to assume possession of the Unit within the prescribed time period, the Unit shall be and remain at the sole risk and cost of the Applicant(s). Maintenance charges with respect to the Unit shall be applicable and payable by the Applicant(s) with effect from the last date given in the Notice for Offer of Possession, irrespective of whether the possession of the Unit has been assumed or not by the Applicant(s).
79. The Applicant(s) upon possession shall join the association of allottees as may be registered/formed under Society Registration Act of the state of Uttar Pradesh and Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Unit Rules framed thereunder as amended from time to time by the Promoter and as provided for under RERA and shall not form or join/become part of any other association/society in respect of the Unit or the Project. The Applicant(s) agrees to execute such forms, applications or documents for the purpose of becoming a member of the association of allottees or for any other purposes connected thereto as may be necessary and return the same to the Promoter or association within 15 (fifteen) days from the same being forwarded to the Applicant(s).
80. Power back-up for the installed electrical load for the Unit shall be made available subject to timely payment of maintenance charges and Electricity Charges by the Applicant(s).
81. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Applicant(s) from the date of Notice for Offer of Possession, it shall be the duty of the Promoter to rectify such defects without further charge, , and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Applicant(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided, the Promoter shall not be liable for any such structural/architectural defect which result from/induced by: (i) the Applicant(s), by means of carrying out structural or architectural changes from the original specifications/designs; or (ii) any act, omission or negligence attributable to the Applicant(s) or non-compliance of any Applicable Laws by the Applicant(s); or (iii) ordinary wear and tear in due course. Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at Project, reasonably and in the ordinary course requires additional time with regard to the nature of defect, then the Promoter shall be entitled to such additional time period.
82. The Maintenance charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the buildings/Project, as the case may be, for every financial year and would be levied from the date of Notice for Offer of Possession regardless of the actual date of possession or otherwise and the Applicant(s) undertakes to promptly pay the same. The Promoter shall be responsible for payment of all outgoings till the date of possession of the Unit, thereafter the Applicant(s) shall be responsible for such payment. The estimates of the maintenance agency shall be final and binding upon the Applicant(s). The maintenance charges shall 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, as may be decided by the maintenance agency and reconciled against the actual expenses 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. The Applicant(s) agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the maintenance agency.

83. The Promoter shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Applicant(s) to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold Unit within Project, as per the Applicable Laws and guidelines, permissions/directions or sanctions by the competent authority and the Applicant(s) agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.
84. In case the Applicant(s) is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Applicant(s) in respect of the Unit (in short Channel Partner'), the Promoter shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage shall be deductible from the amount of Total Consideration Value agreed to be payable towards the Unit. Further, no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/given by such person to the Applicant(s). The Applicant(s) agrees, undertakes and affirms not to initiate any legal proceedings whatsoever against the Promoter and its respective Directors, officers, agents and representatives, for the acts of commission or omission on the part of the Applicant's Indian Property Associate/Channel Partner/third party and for any loss, damage or liability that may arise due to non-payment, non-observance or non-performance by such Applicant's sChannel Partner/third party and persons claiming through or under them and shall keep the Promoter and its respective Directors, officers, agents and representatives fully indemnified and harmless in this regard.
85. The Promoter shall not be responsible or liable to any third party making payments or remittances to the Promoter for and on behalf of the Applicant(s) and such third party shall not have any right or claim in this Application or the allotment and/or against the Promoter. The Promoter shall issue its payment receipts only in favor of the Applicant(s) and shall communicate only with the Applicant(s). The Applicant(s) shall alone be directly and completely responsible and liable for any such payment/remittance that the Promoter may receive from any third party.
86. That due to change/amendment in the existing laws, acts, rules or due to implementation/enactment of any new laws/rules by the local bodies, State Government, Central Government or by any competent authorities any term(s) and condition(s) contained in this Application becomes inoperative and/or illegal and void, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.
87. An Application Form not containing PAN details of the Applicant(s) and other required details is liable to be summarily rejected. The Application should be signed by the Applicant(s), or by the Applicant's registered Power of Attorney holder. Similarly, in the case of a Promoter/LLP/ Partnership/Society/Trust applying for an Unit, the Application should be signed by its duly authorized person(s) and must be accompanied by a corresponding Board Resolution/Authorization.
88. The Applicant(s) shall bear and pay the stamp duty (if applicable) and registration charges payable on the execution and registration of the Agreement for sub-lease and conveyance/sub- lease deed to be executed in pursuance hereof including any incidental expenses for registration, all documents to be executed in pursuance to this Application Form including deed of sub-lease and/or other vesting document of the Unit in favour of the Applicant(s).
89. The Applicant(s) hereby undertake to indemnify and keep the Promoter and their respective directors/officials/office bearers indemnified against any losses, claims, damages, charges and expenses suffered by them on account of wrong/ false/ mis-presentation of information and/or breach of any of the terms and conditions herein by the Applicant(s).
90. All the notices/communication to be served upon the Applicant(s) as contemplated under these presents shall be deemed to have been duly served, if the same is sent by email/courier/registered A.D./speed post/hand delivery to the First Applicant (in case of more than one applicant) at his/her its address contained in these presents. In case of any changes in the Applicant(s) address, the same shall be communicated to the Promoter by the Applicant(s) at least 10 (Ten) days from such change. Any delay or default in this behalf by the Applicant(s) shall not concede any extension of time or excuse for non-payments or non-receipt of any letters/correspondences addressed to the Applicant(s).

91. If there is more than one applicant named in this Application Form, all obligations hereunder of such Applicant(s) shall be joint and several. All communications shall be sent by the Promoter to the First Applicant whose name appears first and at the address given by him/her / it which shall for all intents and purposes to consider as properly served on all the Applicants.
92. The Applicant(s) have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.
93. The signatory to the Application is accepting the terms and conditions of these presents for himself/herself/themselves/draws complete authority to sign/accept the contents of these presents on behalf of the Applicants. The Promoter shall be in no way responsible in case the authority of the said signatory/ies is not valid.
94. The Applicant(s) is/are aware that the contents of these presents shall supersede all other writings, Advertisements, brochures, leaflets and other sales materials and/or any other documents and shall be deemed as final and binding on parties hereto.
95. The Applicant(s) is/are aware that all the aforesaid terms and conditions are applicable and binding upon its respective nominees/legal heirs, executors, successors and assigns.
96. The Applicant(s) acknowledges that it has not relied upon the interiors depicted/illustrated in marketing collaterals/the sample Unit/mock Unit and its colour, texture, the fitting(s)/fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout without any obligation on the part of the Promoter to provide the same.
97. This Application shall be governed and interpreted by and construed in accordance with the laws of India. Subject to term hereinafter, the Uttar Pradesh Real Estate Regulatory Authority at Noida, alone shall have exclusive jurisdiction over all matters arising out of or relating to this Application.
98. For all purposes the present Application Form is deemed to have been signed and executed in Noida, Uttar Pradesh.
99. The Promoter has the right to conduct Know Your Customer (KYC) Verification of the Applicant(s) by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant(s) to provide the updated information, if any, from time to time.
100. The Applicant(s) acknowledges that the Agreement to sub-lease contains detailed terms and conditions of the sale of the Unit. In the event of any contradiction between terms of either this Application or the Agreement to sub-lease, the terms and conditions embodied in the Agreement to sub-lease shall prevail.

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(s) 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 authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant(s) and real estate agent and/or any third parties and/or person and/or any agreement or understanding arrived at with the aforesaid persons.

I am/We 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 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, if any.

Place:-

Date:-



Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

*This draft is prepared in consensus of the applicable rules of UPRERA and further subject to changes/amendments whatsoever, as required and/or in terms of rules & regulations.*

**LAVISH BUILD MART PRIVATE LIMITED**

**Registered Office: 41st Floor, Tower-1, M3M International Financial Center, Sector-66, Gurugram-122101, Haryana**

**Correspondence Office: 23rd Floor, Windsor Grand, Plot No.1C, Noida Expressway, Sector 126, Noida (CIN: U45300HR2007PTC056065)**

**APPLICATION FORM**

**LAVISH BUILD MART PRIVATE LIMITED**

**23rd Floor, Windsor Grand, Plot No.1C,  
Noida Expressway, Sector 126, Noida**

**Sub: Application Form for the provisional allotment of a unit bearing No. “[•] in the project “[•] (name of project)” (“Project”), proposed to be developed on Plot No. 01, Sector-94, Noida, Gautam Budha Nagar, Uttar Pradesh.**

Dear Sir/s,

I/We request that I/We may be provisionally allotted a unit, bearing No. [•] on Floor [•], in Tower/Block “[•]” (**Tower/Block**), having carpet area of approx. \_\_\_\_sq. mtrs. (\_\_\_\_sq.ft.) (“**Carpet Area**”) and super area of approx. \_\_\_\_sq. mtrs. (\_\_\_\_sq.ft.) (“**Super Area**”) in the project namely “[•] (name of project)”, proposed to be developed by Lavish Buildmart Private Limited (name of promoter) (the “**Promoter**”) on the Plot No. -01, Sector 94, Noida, Uttar Pradesh (hereinafter referred to as the “**Unit**”).

I am/we are making this Application Form (“**Application**”) with the full knowledge that:

1. I am/we are aware that the Promoter was a successful bidder in auction for a plot carried out by the New Okhla Industrial Development Authority (“**NOIDA**”), and was allotted a Plot No. 1, admeasuring 52,035 Square Meters (560100 Sq. Ft.), situated in Sector-94, Noida, Uttar Pradesh (“**Total Land**”) under Scheme Code 2022-23 (Commercial Builder Plot-1).
2. I am/we are aware that by virtue of a Lease Deed dated 13.01.2023 in favour of the Promoter, duly registered with the Office of Sub-Registrar Sadar-II, Gautam Buddha Nagar as Document No. 223, in Book No. 1, Vol. No. 13301 at Pages 255 to 284 on 16.01.2023 (“**Lease Deed**”), whereby the leasehold rights of the Total Land to the Promoter for a term of 90 (Ninety) years commencing from 13.01.2023.
3. I am/we are aware that the Promoter is developing the aforesaid Total Land into a mixed land use project under the name and style of ‘**M3M The Cullinan**’, consisting of both residential and commercial developments out of which Land admeasuring 46,205 square meter. mtrs (herein after referred to the ‘**Phase-I**’), having registration certificate bearing no. **UPRERAPRJ442214**, dated **02.06.2023**.
4. That out of the Total Land, the balance / remaining land area ad-measuring 5,830 square meter, the Promoter is presently further developing a project under the name and style of ‘[•]’ (the “**Phase-II/Project**”) along with amenities, facilities, services etc. and such other developments as may be permitted thereupon.
5. There shall be interconnection of essential common infrastructure facilities proposed to be provided within the Phase-I and Phase-II/Project being developed upon the Total Land such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc. All such common areas and facilities shall be available for use by all occupants of the

entire development upon the Total Land.

6. I am/we are aware that the building plans have been approved by the competent authority vide Application No. [•], dated [•] (**Building Plan**) in accordance with and conformity with the prevalent laws and Master Plan of the NOIDA.
7. I am/we are aware that the Project is duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and the rules and regulations made thereunder having Registration No. [•].
8. The details of the Unit applied for, are mentioned in **Schedule-I** hereunder.
9. I am/ we are aware that the Promoter, shall be entitled to use any further additional Floor Area Ratio (FAR) obtained by the Promoter under any new or existing policy(ies) as approved and notified by the Government/concerned authorities from time to time under the applicable laws;
10. I am/we are aware that I/we shall have the right and beneficial interest only in respect of the common areas & facilities pertaining to the building in which my/our Unit is situated and more particularly as provided in the deed of declaration filed/ to be filed by the Promoter under the Applicable Laws and that I/We shall not be entitled to claim any rights or beneficial interests in the common areas & facilities which may be provided/defined by the Promoter as on the Project /Total Land except to the extent as may be provided/defined by the Promoter in the deed of declaration.
11. I /We hereby tender a sum of ₹ [•]/- (Rupees [•] only), as token amount, along with this Application towards a part of the booking amount being a part of Total Consideration Value (as described under **Schedule II** hereunder) for the Unit vide Cheque/Banker’s Cheque/Pay Order/Demand Draft bearing no(s). dated \_\_ drawn on \_\_ payable at \_\_ or through electronic transfer vide NEFT/RTGS/UTR No. \_\_, sent through \_\_ Bank on \_\_.
12. I/We agree that the provisional allotment of the Unit shall be subject to my/our Application being complete in all respects and the initial booking amount deposited with this Application being realized by the Promoter. I/We also agree that the provisional allotment of the Unit shall be at the absolute discretion of the Promoter and in case of rejection of my Application, I/We undertake not to claim any compensation or interest from the Promoter except the refund of my/our initial/part booking amount. I/We acknowledge that I/We have been provided with a sample format of the allotment letter for our reference.
13. In the event, the Promoter agrees to provisionally allot a Unit to me/us, the Promoter shall send across the detailed agreement for sub-lease/buyer’s agreement (“**Agreement**”) which shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the Applicable Laws (*defined below*). I/We confirm that the copy of the Agreement has been shared with me/us. I/We have carefully gone through the same and have understood all the terms and conditions mentioned therein.
14. The allotment and sale of the Unit in the Project shall be subject to terms and conditions of this Application, the Agreement and the detailed terms and conditions as set out in the Agreement and the schedules and annexures attached thereto, the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) with Uttar Pradesh Real Estate Registration Rules along with Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010), and other relevant laws (“**Applicable Laws**”) and I/We undertake to abide by all such terms and conditions.
15. I/We hereby agree and acknowledge the terms and conditions with regard to handover of possession of the Unit.
16. I/We agree to execute the Agreement in accordance with the provisions of the Applicable Law

prevailing as on the date of execution. I/We undertake to pay the stamp duty and registration fee for the registration of the Agreement and/or other incidental expenses thereto as per the directions of the Government/ concerned authority.

17. This Application shall be confined and limited in its scope to the Unit in the said Project in accordance with the terms and conditions of Lease Deed executed by the Authority.
18. I/We confirm, that I/We have relied on my/our own independent judgment, investigation, physical inspection of the Project and inspection of documents including relevant sanctioned plans/development plan (for the Project), statutory approvals, the relevant information and details in deciding to make the present Application, and have not based my/our decision upon and/or been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. I/We confirm that I/We, have obtained appropriate professional advice before proceeding further with this Application. I/We have, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation, and being fully satisfied has/have decided to purchase the Unit. I/We further confirm having considered, reviewed, evaluated and satisfied myself with the specific features of the said Project in particular.
19. I/We understand that execution of this Application does not confer any rights to me/us in the Unit unless the Agreement for Sub-Lease ("**Agreement**") of the Unit is executed with the Promoter on receipt of at least ten percent (10%) of the Total Consideration Value (as described under **Schedule II** hereinafter) of the Unit. I/We undertake that upon the provisional allotment of the Unit by the Promoter to me/us, I/We undertake to timely execute the Agreement and other documents in the manner and in accordance with the provisions of the Applicable Laws/ directions of the concerned authority, at my/our expenses/costs.
20. I/We understand and confirm that in the event I/we fail or neglect to comply with any of my/ our obligations under the Application/Allotment Letter, including (but not limited to) making payment of all due amounts (and interest thereon, if any) as per payment schedule (contained under **Schedule III** below) or seek to withdraw or cancel the allotment or deny/delay/neglect to execute and/or register the Agreement, I/We shall be deemed to be in default and the Promoter shall be entitled to (a) cancel the allotment made in my/our favour, (b) deal with the Unit in the manner deemed fit by the Promoter without any objection/claim from me/us, and (c) forfeit the Booking Amount (being 10% of the Total Consideration Value as detailed under **Schedule II**) alongwith (i) interest on any overdue payments; and (ii) brokerage paid/payable by the Promoter to the channel partner/broker in case the booking is made by the Applicant(s) through a channel partner/broker and (iii) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws and (iv) Pre-EMI cost paid or reimbursed by the Developer and (v) administrative charges as per Promoter's policy and (vi) any Other Charges (*mentioned below*) and fees payable by the Promoter to the government authorities including but not restricted to the Pass Through Charges (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate/payout/benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses ("**Non-refundable Amount**"). The rate of interest payable by me/us to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus one percent. For sake of clarity, the interest and/or taxes paid on the Total Consideration Value shall not be refunded upon such cancellation/termination. It is clarified that the Promoter shall under no circumstance be liable to return/refund any portion of the applicable taxes or development charges/any pass through charges paid/incurred by me/us to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by me/us over and above the Booking Amount. The Promoter shall refund the amount refundable to me/us after re- allotment of the Unit. It is clarified that the refundable amount, if any, shall be refunded by the Promoter only to me/us.

21. I/We agree that timely payment of the instalments of the Total Consideration Value and Other Charges (as mentioned in **Schedule II** hereinafter), as per the Payment Plan (as mentioned in **Schedule III** hereinafter) is the essence of the allotment. I/We declare and confirm that I/We have understood the Payment Plan and the binding effect of the terms and conditions and the implications of non-compliance thereof.
22. I/We are fully aware of the Total Consideration of the Unit, and also the applicability of the Goods & Services Tax (“GST”) at the rates as applicable from time to time, on the Total Consideration of the Unit. I/We are also aware of GST having come into existence with effect from 01.07.2017. Therefore, the Application has been made by me/us being fully aware that all payments made on and after 01.07.2017 will attract GST under the Applicable Laws. I/We confirm that I/We shall not claim any GST credit and/or claim any reduction in Total Consideration Value of the Unit due to application of GST.
23. The Promoter, subject to force majeure circumstances (*as defined under the Agreement for Sub Lease*), proposes to complete the Project and handover the possession thereof after obtaining the temporary/part/ deemed occupation certificate from concerned authority on or before [•] or such extended time as granted by UP RERA or the concerned authority.
24. I/We have applied with full knowledge and understanding of all Applicable Laws, which have also been duly explained by the Promoter and understood by me/us. My/Our particulars are stated in **Schedule IV**.
25. The documents as mentioned in **Schedule V** are enclosed herewith this Application.
26. The communications sent by the Promoter on the e-mail address provided by the First Applicant(s) shall be deemed to have been duly served upon me/us.

I/We, after having read, understood and agreed with the Terms and Conditions (contained under **Schedule VI** annexed hereto) and the terms contained in the Agreement to sub-lease and the limitations and obligations of the Promoter and the Applicant(s) respectively, do hereby apply for booking of the Unit in the Project.

#### **DECLARATION:**

I/We have fully read and understood the terms and conditions as set out in this Application and Schedules annexed thereto. I/We undertake to abide by such terms and conditions including any amendments therein from time to time. I/We further declare that the details/information provided in the Application are true and nothing has been concealed. In the event of any notice in the knowledge of the Promoter of details/information provided by me/us being false and untrue on my/our part, the Promoter at its sole discretion may cancel the Allotment, forfeit the amounts as stated hereinabove and initiate appropriate legal action at my/our costs, risks and consequences.

Yours faithfully,

Date:

Place: .

Signature of Applicant(s)

[•] (*CHANNEL PARTNER'S NAME & ADDRESS*)

(As registered with Uttar Pradesh Real Estate Regulatory Authority):

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**Channel Partner's Seal and Signature**

RERA Registration No. \_\_\_\_\_ dated \_\_ registered with the Uttar Pradesh Real Estate Regulatory Authority.

(First/Sole Applicant)

(Second Applicant)

(Third Applicant) (Fourth Applicant)

SCHEDULE I  
DETAILS OF THE UNIT

---

Unit No.: \_\_\_\_\_, Floor No. \_\_\_\_\_, Tower/Block \_\_\_\_\_, Building No. \_\_\_\_\_

**Carpet Area** of the Unit \_\_\_\_\_ sq.ft. / \_\_\_\_\_ sq. mtr. (approx.) (**“Carpet Area”**) (1 sq.mtr. = 10.764 sq.ft.)

**Super Area including terrace (if applicable)** of the Unit \_\_\_\_\_ sq.ft. / \_\_\_\_\_ sq. mtr. (approx.) (**“Super Area”**) (1 sq.mtr. = 10.764 sq.ft.)

*Alongwith proportionate undivided, indivisible and impartible sub-leasehold rights in the land underneath the building in which the Unit is situated and common areas in the building wherein the Unit is situated.*

**“Carpet Area”** shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.

**SCHEDULE II**  
**TOTAL CONSIDERATION VALUE OF THE UNIT**

Total Consideration Value of the Unit is ₹ \_\_\_\_\_ / - @ ₹ \_\_\_\_\_ / - per sq. ft. of  
Carpet Area (Total Consideration of the Unit is ₹ \_\_\_\_\_ / - and GST amount of  
₹ \_\_\_\_\_ / -\*)

Carpet Area of \_\_\_\_\_ sq. mtrs. / \_\_\_\_\_ sq. ft. (approx.)

**Other Charges for the Unit:**

*In addition to the Total Consideration Value, the Applicant(s) shall be liable to pay the following:*

**Other Charges**

- Interest Free Maintenance Security (IFMS) of ₹. \_\_\_\_\_ /
- Lease Rent (as applicable) with GST
- Possession Charges (Power Back Up Infrastructure Charge, Electrical Installation Charge) ₹. \_\_\_\_\_ / -per sq. ft. of Super Area.

**Additional Charges**

- Advance maintenance charges ₹. \_\_\_\_\_ /- sq.ft of Super Area
- Stamp duty and registration charges (as applicable)

**Notes/Terms:**

- All payments are to be made by A/c payee cheque/banker's cheque/pay order/demand draft payable at New Delhi/Gurugram/Noida only or through electronic transfer mode (as permissible under Applicable Laws) drawn in favour of/to the account of “ [•] (details of the project's collection account) ”.
- The Application would be considered for provisional allotment subject to realization of the initial booking amount (mentioned in the Application above). The date of clearing of the instrument/receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.
- The provisional allotment shall be valid only subject to clearance of amounts tendered by the Applicant(s) and subject to future payments on time.
- Upon issuance of the provisional Allotment Letter, the Applicant(s) shall be liable to pay the Total Consideration Value, and the Other Charges for the Unit as specified herein, in accordance with Payment Schedule (**Schedule III**) together with the applicable government taxes and levies, time being of all essence.



- e) The Total Consideration Value of the Unit includes recovery of land premium, development/construction of not only the Unit but also the common areas and facilities, limited common areas and facilities (if applicable cost of providing electric wiring ,electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and facilities and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the Agreement), excluding GST payable by the Allottee.
- f) In addition, the Applicant(s) shall also be under an obligation to make payment of lease rent/any taxes/statutory charges including but not limited to fees/levies/cess, etc, if there is any revision/modification in the lease rent/taxes/statutory charges including but not limited to fees/levies/cess etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/decreased based on such revision/modification.
- g) That the carpet area of the Unit is as per approved building plans. If there is any increase in the carpet area which is not more than 3% of the carpet area of the Unit allotted, the Promoter may demand for such increase from the Allottee as per next milestone of the payment plan. All the monetary adjustments shall be made at the same rate per square meter as per the Agreement.
- h) The Applicant(s) shall also pay, as and when demanded by the Promoter, any other statutory taxes, pro-rata share in duties, statutory charges including but not limited to lease rent/one time lease rent/enhanced lease premium/enhanced compensation, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter.
- i) The Applicant(s) shall further be liable to pay any revision/modification included but not limited to any enhancement of lease premium or lease rent or enhanced compensation payable to erstwhile land owners under the land acquisition proceedings and/or any other increase in charges/cess/fees/levies which may be levied or imposed by the competent authority from time to time. It is clarified that if any input credit becomes available in respect of said applicable Taxes, then the Promoter shall solely be entitled to the same as the Promoter has already accounted for adjusting the same in the Total Consideration Value stated herein.
- j) The Applicant(s) shall further be under obligation to pay the labour cess (if any) in addition to the Total Consideration Value and which shall be intimated by the Promoter in due course of time.
- k) The Applicant(s) shall also pay, as and when demanded by the Promoter, the pro-rata share of any Goods & Services Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter. The Applicant(s) shall further be liable to pay any change/modification in such taxes, duties, charges, cesses, levies etc. 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).
- l) The Applicant(s) shall, in relation to the Unit (so allotted), make all payments to the Promoter from its own bank account only. However, the Applicant(s) alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit (so allotted) shall be issued in favour of the Applicant only. Payments from sources other than the Applicant(s) ("**Third Party**") is/are to be accompanied with requisite no objection certificate(s) as per the approved format of the Promoter failing which the Promoter may in its sole discretion reject the same and return such payments directly to said Third Party.
- m) The Agreement shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the Applicable Laws.
- n) If Allotment of the Unit is cancelled either by the Applicant(s) or by the Promoter, the Applicant(s)

shall cease to have any claim against/upon the Unit and/or against the Promoter (except for the refund as stated herein) and the Promoter shall be free to deal with the Unit in any manner whatsoever without any further reference/intimation to the Applicant(s).

- o) Please further note that the Agreement to Sub Lease contains detailed terms and conditions of the sublease of the Unit in favour of the Applicant(s). Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement to Sub Lease shall prevail.
- p) The payment of the refund amounts, if any, shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Applicant(s) towards Total Consideration Value is less than the Booking Amount (being 10% of the Total Consideration Value), the Applicant(s) shall be liable to pay to the Promoter the deficit amount.
- q) Keeping in view the investments (i.e. time, labour and money) made by the Promoter in developing the Project, the Applicant(s) agree that upon receipt of occupation certificate/part occupation / deemed occupation certificate and issuance of 'Notice for Offer of Possession' by the Promoter to the Applicant(s), the Applicant(s) shall not be entitled to terminate the Agreement or withdraw from the Project for any reason whatsoever. The Applicant(s) agrees that in case the Applicant(s) withdraws from the Project after the receipt of the occupation certificate and issuance of notice for offer of possession at no fault of the Promoter, then the Promoter shall be entitled to forfeit the entire amount paid by the Applicant(s). The Applicant(s) further agree/s and acknowledge/s that the Promoter's obligation of constructing the Unit shall come to an end on receipt of the occupation certificate/part/deemed occupation certificate and/or issuance of the Notice for Offer of Possession and that subsequent to the same, the Applicant(s) shall be obliged and bound to complete its obligations under the Agreement and take the possession of the Unit.
- r) The heads as mentioned in this Application and more particularly the payment schedule are subject to change as per and as permissible under the Applicable Laws.
- s) On 'Notice for Offer of Possession' all other payments due for previous milestones as well as the Other Charges and Additional Charges (*specified under Schedule II of Payment Plan above*), if not called for shall become payable within prescribed timelines.
- t) The sequence of construction milestones is indicative in nature and is subject to change during the course of construction. While the time linked instalments shall be raised within the given timeframe, the construction linked demands shall be raised based on the actual stage of construction as applicable for the Applicant's Unit as the case may be, which can be earlier or later to the indicative milestones or in between the time linked instalments as mentioned in the payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
- u) In the event any amount by the Applicant is prepaid, the Promoter is entitled to retain and adjust the balance/excess amounts received against the future milestone payment due and payable by Applicant(s).
- v) The name "[•]" has been licensed by "[•]" or "**Licenser**"), to the Promoter and others (collectively, "**Licensee**") to identify and promote the Project being constructed and developed by and under a brand license agreement executed by Licenser in favour of Licensee ("**License Agreement**"). The Promoter shall abide by the physical standards of construction and marketing as provided in the License Agreement while constructing, developing, marketing and selling the apartments in the Project.
- w) The Applicant shall be liable to make instalment payment(s) within the time limit specified in the

Demand Notice notwithstanding the pendency of any other formalities to be complied with by the Applicant(s) and/or sanction of bank loan/lending facility etc. Any delay or default in making payment of the instalments, the Promoter shall charge interest at the rate of State Bank of India's highest marginal cost of lending rate plus one percent (1%) per annum from the due date or as may otherwise be prescribed under the provisions of the RERA read with Uttar Pradesh Real Estate Registration Rules and any modifications thereunder.

- x) Stamp duty and registration charges on actuals shall be payable by the Applicant(s) over and above the Total Consideration Value/Other Charges.
- y) It shall be the sole responsibility of non-resident/foreign national/Person of Indian Origin to comply with the provisions of Foreign Exchange Management Act, 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India and other competent authorities.
- z) To avoid penal consequences under the Income Tax Act, 1961, where Total Consideration Value for the Unit is ₹50,00,000/- (Indian Rupees Fifty Lakhs only) or more, the Applicant(s) is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013), by deducting Tax at Source (TDS) as per the applicable rate from each instalment/payment to avoid penal consequences under Income Tax Act, 1961. Applicant(s) shall be required to submit TDS certificate and Challan showing proof of deposition which shall also be a condition precedent to the handover of possession and execution of the Sub- lease Deed in favour of the Applicant(s) from the date of tax so deposited to the Promoter so that the appropriate credit may be allowed to the account of the Applicant(s). The Applicant(s) agrees and undertakes that if the Applicant(s) fails and/or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and/or the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Promoter then the amount of TDS shall be considered as pending/unpaid receivable from the Applicant(s) and handover of the possession of the Unit shall be subject to adjustment/recovery of such amount.
- aa) Taxation particulars of **LAVISH BUILD MART PRIVATE LIMITED [PAN No.:**  
**GST NO.:** \_\_\_\_\_
- bb) The term 'Applicant' shall come into force upon Allotment, accordingly, the above terms shall be read as Applicant/Applicant(s), as the case may be.
- cc) Here are a few details to keep in mind if you are paying through RTGS

**RTGS Details for '[.]'**  
**Bank Name:** '[.]'  
**Account No.:** '[.]'  
**IFSC Code:** '[.]'  
**Account Name:** '[.]'  
**Bank's Address:** '[.]'

**SCHEDULE III**  
**PAYMENT PLAN**

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Construction-Linked Payment Plan    ☐

Down Payment Plan    ☐

Time Linked Plan    ☐

Possession Linked Plan    ☐

Other Plan    ☐

If yes, specify details: .

*[Insert Customized Payment Plan]*

**FOR OFFICE USE ONLY**

Receiving Officer: Name:

Signature:

Date:

**ACCEPTED ☐/REJECTED ☐ REGISTRATION**  
**NO:**

1.      Type of Booking: Direct ☐/through Channel Partner/ Real Estate Agent  
          ☐

2.      Remarks (if any) :

Date:

Place:

**SCHEDULE IV**  
**PARTICULARS OF THE APPLICANT(S)\***

My/Our particulars are given below for your reference and records:

**1. SOLE OR FIRST APPLICANT**

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

Son/Wife/Daughter of \_\_\_\_\_

Nationality: \_\_

Date of Birth: / / ; Anniversary date: / / .

Business/Profession:

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin

Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax:

UID/Aadhar No. (only in case of Resident/Non-Resident): (Photocopy of UID/Aadhar to be attached)

Mailing Address:

Please affix your  
photograph here  
and sign across it

PIN Code:

Tel. No. Fax No.

E-mail Id. Mobile No.

Permanent Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Payment mode (Optional): Self ☐ Home Loan Applicant ☐ Name (as per Bank Account):

Name of Applicant's Bank:

Bank Account No.: \_\_\_\_

**DECLARATION:**

I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We, hereby confirm that in case any of the information and details given by me 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 Application, if executed without any liabilities and penalties, and forfeit the amounts as stated hereinabove.

**Signature of First Applicant**

**SECOND APPLICANT (if any)**

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

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

Nationality: \_\_\_\_

Date of Birth: / / ; Anniversary date: / / .

Business/Profession:

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin:

Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax:

UID/Aadhar No. (only in case of Resident/Non-Resident): (Photocopy of UID/Aadhar to be attached)

Mailing Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Permanent Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Office Name & Address:

Payment mode (Optional): Self ☐ Home Loan Applicant ☐ Name (as per Bank Account):

Name of Applicant's Bank:

Bank Account No.: \_\_\_\_

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

Please affix your  
photograph here  
and sign across it

**Signature of Second Applicant**

**THIRD APPLICANT (if any)**

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

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

Nationality: \_\_\_\_

Date of Birth: / / ; Anniversary date: / /

. Business/Profession:

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin

Income-Tax Permanent Account No. (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax:

UID/Aadhar No. (only in case of Resident/Non-Resident): (Photocopy of UID/Aadhar to be attached)

Mailing Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Permanent Address:

PIN Code:

Tel. No. Fax No.

E-mail Id: Mobile No.

Office Name & Address:

Payment mode (Optional): Self ☐ Home Loan ☐

Applicant's Name (as per Bank Account):

Name of Applicant's Bank:

Bank Account No.: \_\_\_\_

**DECLARATION:** I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We, hereby confirm that in case any of the information and details given by me 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, and forfeit the amount as stated herein above.

**Signature of Third Applicant**

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

Sole Proprietorship Firm [ ] Private Limited Company [ ] Public Limited Company [ ] Limited Liability Partnership [ ] Partnership Firm [ ] Registered Society [ ] Registered Trust [ ]/Others

Please affix your  
photograph here  
and sign across it

Date of Incorporation/Registration/Formation:\_\_\_\_\_

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

Bank Details: Name of Bank: \_

Address of the Bank/Branch: \_

Bank Account No. :\_\_IFSC Code: \_\_\_\_

PAN No.:\_\_\_\_\_

Communication Address: \_\_\_\_\_

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Pin Code: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Nationality: \_

Telephone Nos:\_\_\_\_\_Mobile: \_\_\_\_\_

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

**Signature of Applicant**

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*\* The word “Applicant” as used in this Application means and includes an individual applicant and all joint applicants, jointly and severally, as the case may be. This Application is and shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and Real Estate Registration Rules for the State of Uttar Pradesh (along with the rules and regulations as may be framed thereunder).*

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**SCHEDULE- V**  
**DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM**

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- It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application.

- Documents to be submitted:

**Resident of India**

- Copy of PAN Card.
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election card, Driving License, Aadhar Card or any other Govt. Id).
- Proof of Citizenship.
- Any other document/certificate as may be required by the Company/Promoter.

**Partnership Firm/LLP**

- Copy of PAN Card of the Partnership Firm.
- Copy of Partnership Deed.
- Office Address Proof.
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required.

**Company**

- Copy of PAN Card of the Company.
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address.
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.

**NRI/PIO**

- Copy of Individual's Passport/PIO Card.
- Address Proof.
- 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.  
In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant(s) and not from the account of any third party.

1. I/We acknowledge, agree and undertake that I/We shall neither hold the Promoter or any of its Group/Subsidiary/Associate Company/Sister concerns/affiliates liable/responsible for any representation(s)/commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Promoter or any of its Group/Subsidiary/Associate Company/Sister concerns/affiliates with respect thereto.
2. All the above information provided by me/us, is/are true and nothing has been concealed or suppressed.
3. I/We undertake to inform the Promoter promptly of any changes to the above information and particulars furnished by me/us.
4. I/We have fully read and understood the Terms and Conditions attached hereto as **Schedule VI** and do hereby solemnly agree, undertake and covenant to abide and be bound by them and also by the area, Total Consideration Value, estimated Other Charges and payment terms as set out herein. Further, I/We acknowledge that I/We shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein and/or as may be contained in the Agreement for Sub Lease. I/We understand that the 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 said Agreement.

5. I/We, have paid an amount of ...../- (Rupees .....)  
.....) vide Cheque/Demand Draft/NEFT/RTGS/Debit Card/Credit Card as part of Booking Amount (as defined hereinafter) payable by me/us as per terms of this Application and subject to realisation.
6. I/We understand that submission of this Application neither constitutes any binding contract or Agreement to Sell, nor the receipt of the amounts paid with this Application by me/us would tantamount to any acceptance of my/our Application and shall not bind the Promoter to provisionally allot the Unit in my/our favour.
7. I/We hereby confirm and agree that the Promoter shall be liable and responsible only for and in relation to the written communication through the authorized personnel of the Promoter. The Promoter, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicants and any third parties and/or any agreement or understanding arrived at with the said third parties.
8. I/We acknowledge that I/We are fully satisfied with the title of the Promoter to develop, construct, promote, brand, market and sell the Project, receive applications for booking and make allotment of the Unit, formulate terms and conditions for allotment, to receive the costs and charges from Applicants as may be payable in respect of the Unit, negotiate, finalise, sign and execute the Agreement and Sub Lease Deed, and execute all such other documents as may be required or as may be deemed necessary and otherwise to do all such acts, deeds or things as may be necessary in relation hereto.
9. 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 being fully aware and conscious of my/our duties, liabilities and obligations.
10. I/We fully understand that the Promoter reserves the right to accept or reject the Application at its sole discretion. In the event of rejection of my/our Application, the Promoter shall refund the entire amount paid along with the Application without payment of any compensation or interest thereon.
11. 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, if any.
12. That the scope of the Application is limited to the conditions for allotment/sale of the Unit in the Project being developed as per approved building plans and for the consideration agreed herein only. All the amounts as set out in the Application/Schedule/Allotment Letter and payable by the Applicant(s) in accordance with the Payment Plan are solely in lieu of the consideration for the transfer/sale/Sub Lease of the Unit so allotted by the Promoter.
13. 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(s) with their full legal import and effect and the Applicant(s) has/have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the Agreement has been made available to the Applicant(s) at the time of this Application.
14. The Applicant(s) hereby confirms that he/she/it/they is/are making this Application with full knowledge of all the Applicable Laws for the State of Uttar Pradesh in general and the Project in particular.

Yours faithfully,

Name of the First Applicant

Name of the Second Applicant

Name of the Third Applicant

**Date:** \_\_

**Place:** \_\_

## SCHEDULE VI

### TERMS AND CONDITIONS

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This Application is subject to terms and conditions given hereunder and shall be binding on the Applicant(s). These are indicative key terms and conditions of the provisional allotment and Agreement to Sub-Lease (“**Agreement**”) to be executed between the Applicant(s) and the Promoter. Detailed terms and conditions shall be set out in the Agreement. *Post the allotment of a Unit by the Promoter, the Applicant(s) shall be referred to as the Allottee, accordingly wherever the context so requires the term ‘Applicant(s)’ shall be read as ‘Allottee(s)’.*

1. The Applicant(s) is fully aware and acknowledges that the project “[•]” is not being promoted, developed and/or sold by M3M India Private Limited. The use of the word/name/mark “M3M” is under NOC (No Objection Certificate) from M3M India Private Limited, use whereof is subject to the permission being granted by M3M by grant of NOC (No Objection Certificate) to use its brand name, the use of the word “M3M” shall in no manner be construed or interpreted as M3M India Private Limited being the Promoter and/or Promoter of the Project or any part thereof.
2. 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(s) with their full legal import and effect and the Applicant(s) has/have obtained independent advice on all the aspects and features before deciding to proceed further with the Application. The draft of the Agreement has been made available to the Applicant(s) at the time of this Application.
3. The Applicant(s) is applying for allotment of the Unit in the Project under this Application, after fully understanding the development scheme as envisaged by the Promoter and with full knowledge of all the laws/notifications and rules applicable to the Project and has/have satisfied himself/themselves/itself about the rights/title/interest of the Promoter in the Project, and has understood all limitations and obligations of the Promoter in respect thereof.
4. The Applicant(s) has/have gone through all the terms and conditions of the draft Agreement (Agreement to Sub Lease) which has been made available to him/her/them for his/her/their perusal and understanding at the time of Application and the Applicant(s) has/have understood the mutual rights and obligations detailed therein.
5. The Applicant(s) is satisfied about the rights and interest of the Promoter to develop, sell and market the Unit in the Project to be developed and the rights, interest and title of the Promoter therein. The Applicant(s) has understood all the limitations, restrictions, requirements and obligations in respect thereof.
6. The Applicant(s) confirms that the Applicant(s) has/have relied on his/her/its/their own independent judgment, investigation, physical inspection of the Project site and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has/have not based his/her/its/their decision upon and/or has/have not been influenced by any illustrative architect’s plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. The Applicant(s) confirms that he/she/it/they has/have obtained appropriate professional advice before proceeding further with this Application. The Applicant(s) has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the Unit. The Applicant(s) further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project.
7. The Applicant(s) has represented and warranted to the Promoter that it has/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(s) and/or its spouse/parents/children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/proceedings whatsoever against the Promoter, any of its affiliates or associates. The Applicant(s) 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(s) shall be liable to all the consequential action there under.

8. The Applicant(s) hereby assures, confirm and declare that all payments made by it are obtained from legal source and are not proceeds of crime. The Applicant(s) shall at all times keep the Promoter, its directors, employees and agents fully indemnified against any loss, claim or damage that may be caused, or any legal action (including expenses for any legal action) that may be taken against the Promoter, its directors, employees and agents for accepting any payments by the Applicant(s). The Applicant(s) hereby confirms that in the event the payments made by it or any part thereof is found to be proceeds of crime, then in such an event the Promoter shall be at liberty to cancel the allotment, without issuing any notice regarding the same to the Applicant(s).
9. It is expressly clarified that the Promoter has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of the Project and no impression/representation of any kind has been given to the developments and/or constructions that may take place outside the boundary of the Project or the Total Land.
10. The Applicant(s) hereby confirms that he/she/it/they is/are making this Application with full knowledge of all the Applicable Laws, applicable in the State of Uttar Pradesh and those related to the Project being developed.
11. 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 and/or the nominated maintenance agency and/or registered Association of Allotees/ Master Association, as the case may be for the maintenance and upkeep the Project/Total Land, “[•]”, as the case may be, in general as and when required along with declarations and undertakings contained therein. The Applicant(s) accepts that the execution of the said documents shall be a condition precedent to the execution of the Sub Lease Deed for the Unit.
12. The Applicant(s) agree(s) to pay the Total Consideration Value of the Unit along with Other Charges (*as mentioned under Schedule – II*), as per the opted Payment Plan and/or as may otherwise be communicated by the Promoter from time to time mentioned in **Schedule- III (“Payment Plan”)** of this Application. The break-up and description of the Total Consideration Value and Other charges is described in **Schedule-II** of this Application. If the Applicant(s) delays in payment towards any amount which is payable, it shall be liable to pay interest, on all the amounts which are due & payable by the Applicants(s) under and in furtherance to this Application, if any. The said interest shall be current State Bank of India’s Highest Marginal Cost of Lending Rate plus 1% per annum or such other rate of interest higher/lower than 1% as may be prescribed from time to time under the Act and rules made thereunder.
13. The Applicant(s) shall further be liable to pay any enhancements in any tax/charges/compensation/lease rent/one-time lease rent as applicable/lease premium 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. The Applicant(s) shall further make

payment of registration charges, stamp duty and other incidental expenses as and when the Sub Lease Deed with the concerned Sub Registrar is executed by the Promoter.

14. The Total Consideration Value and Other Charges shall be payable by the Applicant(s) directly to the Promoter as per the Payment Plan (**Schedule-III**) on the timeline agreed herein and without any delay or demur. The timely payment of the Total Consideration Value and Other Charges shall be of the essence.
15. The Applicant(s) has/have understood the Total Consideration Value and Other Charges as laid down in **Schedule II** of this Application.
16. It is clarified that the Total Consideration Value shall be payable by the Applicant(s) in the manner and into the designated bank account of the Promoter, the details whereof are specified in this Application or as may be specified from time to time by the Promoter.
17. The Promoter shall adjust any payment received from the Applicant(s) 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.
18. The Applicant(s) confirms and represents that the Promoter has never indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right or title of any kind whatsoever, in any other unit (other than the said Unit), any land, or other areas in the Project, etc. save and except, as mentioned herein.
19. The Total Consideration Value as mentioned in the Application followed by the Agreement will include recovery of land premium, development/construction of not only the Unit but also the common areas and facilities, (if applicable cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and facilities, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the Agreement).
20. The Applicant(s) shall also pay, as and when demanded by the Promoter, any other statutory taxes, pro-rata share in duties, statutory charges including but not limited to lease rent, one time lease rent, lease premium, enhanced compensation, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant(s) to the Promoter. The Applicant(s) shall further be liable to pay any revision/modification in lease rent, one time lease rent, lease premium, taxes, duties, statutory charges, cesses, levies etc. as may be levied by the Government or any statutory/competent authority, even if such statutory charges, cesses, levies etc. are retrospective in effect, if there is any revision/modification in the taxes/statutory charges/fees/levies/cess etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/decreased based on such revision/change/modification. It is clarified that if any input credit becomes available in respect of said applicable taxes, then the Promoter shall solely be entitled to the same as the Promoter has already accounted for adjusting the same in the Total Consideration Value stated herein.
21. The Applicant(s) shall further be under obligation to pay the labour cess (if any) in addition to the Total Consideration Value, and Other Charges which shall be intimated by the Promoter in due course of time.
22. Taxes (GST and cess or any other taxes/fee/charges/levies etc. which may be levied, in connection with the development/construction of the said Project) paid/payable by the Promoter upto the date of the handing over of the possession of the Unit along with right to use car parking, if applicable to the Applicant(s), as the case may be, after obtaining the necessary approvals from the competent authority for the purposes of such possession. Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased/decreased based on such change/modification. Provided further, if there is any increase in

the taxes/charges/fees/levies etc., after the expiry of the scheduled date of completion of the said Project as per the registration with the Authority, which shall include the extension of the registration, if any, granted to the Promoter by the Authority, as per the Act, the same shall not be charged from the Applicant(s) unless otherwise permitted by Applicable Law(s).

23. The Taxes, levies, cess and charges, if any, as applicable on the payments to be made by the Applicant(s) to the Promoter for the sale of Unit to the Applicant(s), shall be payable by the Applicant(s) as applicable from time to time as per the applicable rates.
24. The Promoter has made it clear to the Applicant(s) that it may carry out extensive developmental/construction activities now or in future in which the said Project/Unit is located and that the Applicant(s) has confirmed that the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Promoter on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental/construction activities or incidental/related activities.
25. It is made clear by the Promoter and understood by the Applicant(s) that the Applicant(s) shall have no rights including right of ownership/lease/sub-lease in the land, all roads, open spaces etc. save and except, as specified herein. It is further clarified that the general common areas like roads, open spaces etc. are common and for the benefit of all allottees of the Project. All rights and interests to develop the Total Land shall vest solely with the Promoter and the Promoter shall have the sole and absolute authority to deal in any manner with the Total Land. The Promoter relying on this specific undertaking of the Applicant(s) in this Application may finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns, etc.
26. The Promoter has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has/have understood and agreed that the computation of the Total Consideration Value of the Unit does not include any recovery or payments towards running and operation of the common amenities and facilities, other recreational and sporting activities, if any. As regards payment of Maintenance Charges (*defined herein*), the Applicant(s) shall enter into a separate Maintenance Agreement with an agency designated by the Promoter or Association of Allottees/Master Association, as the case may be, and shall make payment of such Maintenance Charges as demanded by the Promoter/Maintenance Agency/Competent Authority, as the case may be.
27. That the Unit is PNG enabled (if applicable) and that the Developer shall provide the PNG connection till the main entry/meter room and that it shall be the responsibility of the Applicant to take connection from the main line to its Unit, for which the Applicant shall directly make an application with duly nominated PNG Supplier in the Project, at its own cost and expense.
28. In case it is required, the Promoter will facilitate formation of a Master Association of all Allottees of the different categories of the Units in the Project, over a period of time, the charges for which shall be proportionately contributed by the owners of the Units through their respective Associations. However, till then the role of the Master Association shall be performed by the Promoter or its assignee/appointed maintenance agency at the proportionate cost/contribution of the respective allottees.
29. The Applicant confirms and agrees that there shall be interconnection of essential common infrastructure facilities, provided in the Total Land such as power back-up, water supply, sanitary and drainage fittings, water lines, sewer lines, storm water drains, roads, electricity etc. which shall be available for use by all occupants of the Project, which has been/shall be developed in due course. However, Applicant(s) agree and undertake that Applicants(s) shall be liable to pay the requisite Maintenance Charges in respect of such interconnected essential common infrastructure facilities provided/to be provided in the Total Land as may be fixed by the Promoter/ nominated Maintenance Agency/Competent Authorities, as the case may be from time to time.

30. The Promoter has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has/have understood and agreed that the computation of the Total Consideration Value of the Unit does not include any recovery or payments towards (i) running and operation of the common amenities and facilities or any other conveniences, community buildings/sites, other recreational and sporting activities, if any provided on the Said Total Land (ii) any rights over areas reserved/restricted for any other allottee/right-holder at the Project; or (iii) any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws; or (iv) taxes which may become leviable under the provisions of the Applicable Law or any amendments thereto pertaining or relating to the sale of Unit; (v) charges for electric sub-station/solar panel charges/EV Stations. The Applicant(s) fully understands that the Promoter is free to deal with the Project or any part of the Project in any manner as the Promoter may deem fit. As regards payment of Maintenance Charges, the Applicant(s) shall enter into a separate maintenance agreement with an agency designated by the Promoter or association of allottees or competent authorities and shall make payment of such Maintenance Charges as demanded by the Promoter/maintenance agency/association of allottees, as the case may be. The Applicant has agreed and understood that he/she/they shall be liable to pay the common expenses for running, maintenance and operation of the common areas and facilities as determined by the Promoter, till such time the common areas and facilities are transferred to the association; and thereafter to the association and uniformly made applicable for all sub- lessees/right-holders at the Project. The Applicant agrees to pay the additional expenditure incurred thereon on a pro-rata basis along with other unit owners as determined by the Promoter in its absolute discretion.
31. The Promoter shall not make any material additions and alterations in the sanctioned building plans, layout plans/demarcation-cum- zoning plans and the specifications, amenities and facilities as described in the Agreement in respect of the Unit, without the previous written consent of the Applicant(s) as per the provisions of the Applicable Laws made thereunder and/or as per the approvals/instructions/guidelines of the competent authorities..
32. The Promoter shall confirm the final Carpet Area of the Unit that will be allotted to the Applicant(s) after the construction of the building/Unit, as the case may be, in the Project and upon receipt of the occupation certificate/part/deemed occupation certificate (as the case may be) from the Competent Authority. The Total Consideration Value payable for the Unit after taking into account the revised Carpet Area shall be recalculated upon confirmation by the Promoter and if there is a reduction in the carpet area then appropriate adjustment shall be carried for the amount paid by the Applicant(s) against the future milestone payment due and payable by the Applicant(s). If the increase in the Carpet Area of the Unit (and such increase is not more as prescribed under the Applicable Laws) allotted to the Applicant(s), the Promoter may demand that from the Applicant(s) as per the next milestone of the Payment Plan. No other claim, monetary or otherwise, shall lie against the Promoter.
33. The Applicant(s) further understands and agrees that for the purposes of the Act, there is a variance in the value of the Unit inter-se each category as is required/permissible by the Applicable Laws. The Applicant(s) also understands that the common areas and facilities are common for the occupants in the building and same shall be used harmoniously by the Applicant(s) along with other occupants of the building without causing any hindrance or obstruction. As the interest of the Applicant(s) in the common areas is undivided and cannot be partitioned, this would require the Applicant(s) to use the common areas within the building only harmoniously along with other Applicants of the Project/the building, being developed on the Total Land, without causing any inconvenience or hindrance to them.
34. The Applicant(s) agrees and undertakes that if the Applicant(s) fails and/or neglects to deduct the Tax Deduction at Source (“TDS”) or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Promoter then the amount of TDS shall be considered as receivable from the Applicant(s) and handover of the possession of the Unit shall be subject to adjustment/recovery of such amount.



35. It is understood by the Applicant(s) that 10% of the Total Consideration Value, shall be construed, considered and treated as “**Booking Amount**”, to ensure the performance, compliance and fulfilment of his/her/their obligations under this Application/ Agreement. The Booking Amount shall be payable by the Applicant(s) as per the Payment Plan and will include token amount paid by the Applicant(s) at the time of making this Application for booking/allotment of the Unit (subject to realization).
36. Timely payment of the Total Consideration Value in accordance with the Payment Plan as agreed by the Applicant(s) shall be essence of the allotment, and the Applicant(s) hereby agrees and undertakes to pay all the amounts due and payable to the Promoter in accordance with the Payment Plan opted by the Applicant(s) in **Schedule-III** on or before the respective due dates. It is being clarified that the Promoter shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the demand notice/invoice raised by the Promoter. In the event of the Applicant(s) committing default in the payment and/or in observing and performing any of the terms and conditions of provisional allotment or not wanting to go ahead with the transaction, the Promoter can give 15 (fifteen) days prior written notice to remediate such breach/default. In the event the Applicant(s) fails to remediate such breach/default within the stipulated period 15 (fifteen) days thereof or if at any point the Applicant(s) does not intend to proceed with the transaction to purchase the Unit, the Promoter shall be at the absolute liberty to cancel/terminate the provisional allotment. Thereafter, the Applicant(s) claim shall be restricted to the balance amount (if any) to be refunded to the Applicant(s) as aforementioned. The Promoter shall also, post expiry of such period, be at absolute liberty to sell/allot the said Unit to any other third party as the Promoter may deem fit and the Applicant(s) shall have no claim or objection whatsoever to the same. The Promoter will, refund the amounts, if any, after deducting the booking amount i.e. 10% of the Total Consideration Value along with the Non-Refundable Amount as per terms of the Application.
37. The Applicant is aware that the Total Consideration Value is payable as per the Carpet Area of the Unit as defined in Section 2(k) of the Act. The term ‘Carpet Area’ shall have the same meaning ascribed to it under the Act. Further, the term ‘Common Areas and Facilities’ shall have same meaning as ascribed to it in sub-section (n) of section 2 of the Act read with rule 2(1)(d) of the Rules.
38. The Total Consideration Value is escalation-free, save and except increases which the Applicant agrees to pay, including increase in any of the components forming part of any charges whatsoever, to the extent payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authorities from time to time, which the Applicant(s) shall be liable to pay proportionately along with other allottees in the building where the Unit is located and/or Project, as the case may be, as applicable. In case of any decrease (including with retrospective effect, if any) in any of the components forming part of any charges whatsoever that may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Applicant(s), and such adjustment shall be made from the next instalment due from the Applicant(s) following the intimation of such decrease by the Promoter/competent authority, as the case may be.
39. The Applicant(s) confirms having understood that with the change in technology or otherwise the Promoter is entitled to speed up the process of construction and that the Applicant(s) agrees and understands that the sequence of construction milestones as mentioned in the Payment Plan are indicative in nature and are subject to change during the course of construction. While the time linked instalments shall be raised in accordance and within the given timeframe, accordingly the Promoter has the right to raise the demands based on the actual stage of construction, regard the construction linked demands, which can be earlier or later to the indicative milestones or in between the time linked instalments as mentioned in the indicative payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
40. After the execution and registration of the sub-lease deed/conveyance deed, the Applicant(s) shall have the right to the Unit as agreed as mentioned below:-

- 40.1. the Applicant(s) shall have exclusive ownership of the Unit to be used for the purposes for which the allotment has been made and for which the Unit has been provisioned for.
- 40.2. the Applicant(s) shall have the proportionate undivided, indivisible and impartible lease rights in the land underneath the building where the Unit is situated and common areas in the building where Unit is situated.
- 40.3. The share/interest of Applicant(s) in the common areas of the Project in which the said Unit is situated cannot be divided or separated, the Applicant(s) shall use the common areas along with other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The Promoter shall hand over the common areas of the Project in which the Unit is situated to the association of allottees/ competent authorities, as the case may be, after duly obtaining the occupation certificate/part/deemed occupation certificate from the competent authority, as the case may be.
- 40.4. the Applicant(s) shall have the right to exclusive use but no title to the allotted car parking space(s), if any.
41. The Unit along with the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Applicant(s) independent of the other. The right to use of any additional parking spaces may be granted upon request on a first-come-first- served basis but at the sole discretion of the Promoter, subject to availability and upon payment of such charges as may be decided by the Promoter. The Promoter's decision in this regard shall be final and binding.
42. In case the Promoter is required to make any additional provisions for and in relation to the Unit and/or for any additional features and services in the Project, (including installation or make provision for alternate sources of generation/distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives/instructions of the competent authority under the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the units as additional costs and charges and the Applicant(s) agrees to pay the same proportionately to the Promoter, without any delay, demur and protest.
43. The Applicant(s) confirms having understood and further acknowledges that Promoter shall carry out the internal development within the Project and/or the Total Land, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Total Land such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Promoter is dependent on the competent authorities for providing such external linkage and the Promoter shall not be responsible for such unfinished works, save and except towards payment of charges to the extent set out herein. In the event the competent authorities are not able to provide such external facilities by the time the Unit is handed over to the Applicant(s), then the Applicant(s) agrees and understands that such services and facilities shall have to be availed through third party agencies/vendors (such as, power- back up facility through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Promoter/Association of Allottees/Master Association/Maintenance Agency, as the case may be.
46. The Applicant(s) shall also pay, as and when demanded by the Promoter, Goods & Services Tax (GST), or any other statutory taxes, duties, charges, cesses, levies and the like as may be applicable to the Unit and/or the Applicant(s) in relation to the Unit. The Applicant(s) agrees and understands that in the event any property tax or any other taxes, charges, fee, cess or the like by whatever name is imposed and/or is assessed separately in respect of the Unit, the same shall be payable by the Applicant(s), to the concerned authority.

47. The Promoter reserves its rights, subject to all the Applicable Laws, to give on lease/sub-lease or hire any unsold Units in the Project or any part of the roof/terraces/open areas (not specifically attached to any of the Units) and other areas and the Applicant(s) agrees not to object to the same and/or to make any claim on this account.
48. The Applicant(s) shall be liable to make timely payment of Maintenance Charges as and when demanded by the Promoter/association of allottees/duly nominated as maintenance agency, as the case may be.
49. If the Applicant(s) neglects, omits, ignores, or fails in the timely performance of the obligations agreed and stipulated herein including failure to execute and return both sets of signed Agreement within 30 (thirty) days of dispatch by the Promoter for any reason whatsoever or to pay in time to the Promoter any of the instalments or other amounts and charges due and payable by the Applicant(s) by the respective due dates for such payments, the Promoter shall be entitled to cancel the allotment and terminate the Agreement, if executed, at its sole discretion and the Promoter shall be entitled to forfeit the Booking amount (being 10% of the Total Consideration Value) and interest component on delayed payment (payable by the Applicant(s) for breach and non-payment of any due payable to the Promoter) along with Non- refundable Amount. The rate of interest payable by the Applicant(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus 1% (One percent). The balance amount of money paid by the Applicant(s) shall be returned by the Promoter to the Applicant(s) on re-allotment of the Unit. Upon such cancellation, the Applicant(s) shall be left with no right, lien or interest over the Unit and the parking spaces in any manner whatsoever.
50. If the cheque submitted by the Applicant(s) along with the Application is dishonoured, then this Application will be deemed to be cancelled and the Promoter will not be under any obligation to inform the Applicant(s) about the dishonour of the cheque or cancellation of the Application. Also, in case any cheque towards the subsequent payment is dishonoured, the Promoter will not be under any obligation to inform the Applicant(s) about the dishonour of the cheque and the consequences for such non-payment/payment default shall follow.
51. The Applicant(s) agrees and undertakes not to modify the Unit, make any structural change and/or raise any construction within the Unit or otherwise encroach upon or occupy any Common Areas or any other area outside the Unit.
52. The Applicant(s) shall use the Unit only for the purpose for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any Unit (s) above, below or adjacent to the Unit and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the common areas, except to the extent permissible under the Applicable Laws for which the due permission, approval, sanction, permit, registration etc. if any required by the Applicant(s) shall be obtained from the competent authorities/association of allottees and prior notice thereof shall be given to the association of allottees/ the maintenance agency/the competent authority, as the case may be.
53. Subject to the Force Majeure Event (*as defined under the Agreement for sub-lease*) and/or other just permissible exceptions or any other event/reason of delay recognized or allowed in this regard by the competent authority, if any, the Promoter shall be considered under a condition of default, in the following events:
  - a) The Promoter fails to provide ready to move in possession of the Unit along with parking, if any, to the Applicant(s) or fails to complete the Project on or before the committed period;
  - b) Discontinuance of Promoter's business as a developer on account of suspension or revocation of its

registration under the provisions of the Act or the rules or regulations made thereunder.

54. In case of default by the Promoter under the conditions listed above, the non-defaulting Applicant(s) is entitled to the following:

- a) stop making further payments of any payment/future instalment (yet to be due) as per the Payment Plan, as and when demanded by the Promoter. If the Applicant(s) stops/suspends making payments, and if the Promoter subsequently rectifies/remedies the default/corrects the situation by completing the relevant construction/development milestones and only thereafter, the Applicant(s) shall be required to make the next payment and recommence the payment of such outstanding instalments without any interest for the period of such delay occurred on account of the Promoter; or
- b) The Applicant(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Applicant(s) under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within prescribed time under Act.

Provided that where an Applicant(s) does not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the non-defaulting Applicant(s) within prescribed time (under UPRERA) of it becoming due.

55. The Applicant(s) shall be considered under a condition of default, on the occurrence of the following events:

- a) in case the Applicant(s) fails to make payments for two consecutive demands made by the Promoter despite having been issued notice in that regard the Applicant(s) shall be liable to pay interest to the Promoter on unpaid amount at the rate prescribed hereinabove (SBI MCLR + 1%).
- b) in case of default by the Applicant continues after demand notice(s) from the Promoter in this regard, the Promoter may cancel the booking/ allotment of the Unit and refund the money paid by the Applicant(s) after forfeiting the Booking amount (being 10% of the Total Consideration Value) and Non-refundable Amount. The balance amount of money paid by the Applicant(s) shall be returned by the Promoter to the Applicant(s) upon re-allotment of the Unit, subject to receipt of the refund/credit of the applicable taxes by the Promoter from the competent authorities. On such default, the allotment and/or Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated.
- c) If, (a) the allotment of the Unit has been obtained by the Applicant(s) through fraud, misrepresentation, misstatement of facts, or concealment/suppression of any material fact, or (b) the Applicant(s) is not competent to enter into the Agreement for reasons of insolvency or due to operation of any regulation or law; then the Promoter may cancel the allotment of the Unit and refund the money paid by Applicant(s) after forfeiting the Booking amount (being 10% of the Total Consideration Value) and Non-refundable Amount. The balance amount of money paid by the Applicant(s) shall be returned by the Promoter, without interest or compensation after re-allotment of the Unit, subject to receipt of the refund/credit of the applicable taxes by the Promoter from the Competent Authorities.
- d) On such default, the Allotment, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Further, additionally the Applicant(s) shall be considered under a condition of Default, in case the Applicant(s) fails to comply with the conditions under the Notice for Offer of Possession, including taking over of possession of the Unit, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Promoter in this regard then the Promoter may cancel the allotment

of the Unit and forfeit the amount. On such default, the allotment, Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated.

56. The Applicant(s) agrees to sign, execute and deliver the definitive documents including but not limited to the Agreement, separate maintenance agreement, electricity supply agreement and any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter and/or the nominated maintenance agency and/or registered Association of Allottees of the Project, or the association of allottees formed for the entire Project on the said Total Land, as the case may be for the maintenance and upkeep of the Project as and when required along with declarations and undertakings contained therein. The Applicant(s) accepts that the execution of the said documents shall be a condition precedent to the execution of the conveyance/sub-lease deed for the Unit.
57. The Applicant(s) have clearly understood the terms of this Application and have accepted and consented thereto.
58. The Applicant(s) have confirmed that irrespective of any disputes, which may arise between the Applicant(s) and the Promoter, the Applicant(s) shall punctually pay all instalments of the Total Consideration Value, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever.
59. The Promoter has the right and is entitled to create mortgage and/or create a charge on the Unit, Building/ Project or any part or component thereto, all current/future receivables pursuant thereto and any other right, title and interest that the Promoter may have in respect of the Project and/or the plots, blocks and construction comprised thereupon including but not limited to common areas and facilities, buildings and units. The Promoter shall ensure that if such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s) that may vest as per the Agreement to sub-lease. It is hereby understood and agreed that upon signing of this Application, the Applicant(s) are deemed to have completed all due diligence as to the right, title and interest of the Promoter to develop and market the Unit and the Applicant(s) confirms that the Applicant(s) have sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoter to convey the Unit. The Applicant(s) has/have, prior to the date hereof, examined the copy of the RERA registration in respect of the Project and has caused the said RERA registration to be examined in detail by his/her/its advocates and planning and architectural consultants.
60. In case the Applicant(s) is a non-resident Indian or a foreign national of Indian origin then it shall be his/her/its responsibility to fully comply with all the provisions of Foreign Exchange Management Act, 1999 ("FEMA") erstwhile Foreign Exchange Regulation Act, 1973), Reserve Bank of India Act, 1934 ("RBI Act"), any rules and/or guidelines made/issued there under and all other Applicable Laws including that of remittance of payment, acquisition/sale/ transfer of immovable properties in India. The Applicant(s) shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under. The Applicant(s) shall indemnify and keep and hold the Promoter and its Directors/employees/associates, etc. fully indemnified and harmless against any losses, damages, impositions or liabilities, including but not limited to any statutory liability, claim, action, penalties, charge, costs, expenses, etc. due to such failure. In the event of change of the residential status of the Applicant(s) subsequent to the execution of the Agreement, he/she/it/they shall immediately intimate the same to the Promoter and comply with necessary formalities, if any, under the Applicable Law(s).
61. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities in respect of the Unit, as the case may be, without the previous written consent of the Applicant(s) as per the provisions of RERA made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor changes or alterations as may be required by the Applicant(s), or such minor changes or alterations as per the provisions of RERA made thereunder or as per

approvals/instructions/guidelines of the competent authorities.

62. The Applicant confirms that the Applicant(s) has/have relied on his/her/its/their own independent judgment, investigation, physical inspection of the site of the Project and inspection of documents including relevant sanctioned plans, statutory approvals, the relevant information and details in deciding to make the present Application, and has/have not based his/her/its/their decision upon and/or has/have not been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. The Applicant(s) confirms that he/she/it/they has/have obtained appropriate professional advice before proceeding further with this Application. The Applicant(s) has, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to submit this Application for the purchase of the Unit. The Applicant(s) further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project.
63. The Promoter shall be responsible to maintain common areas & facilities of the Project till the taking over of the maintenance of such common areas & facilities of the Project by the association of allottees or maintenance agency or the competent authority, as the case may be, either itself or through a maintenance agency subject to payment of the Maintenance Charges by the Applicant(s).
64. The Promoter shall also form an association(s) of allottees of varied components of the Project, of which the allottees of the Units in the Project shall be the members, for the maintenance and upkeep of the common areas & facilities in the Project.
65. In case, the association(s) of allottees/master association or the maintenance agency, as the case may be fails to take handover of the common areas & facilities of the Project, in such an event, the Promoter shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period till such time the handover is taken by the association(s) of allottees/maintenance agency, as the case may be, which shall be recoverable from the association(s) of allottees or proportionately from all allottees of the Project, as the case may be.
66. Upon receiving a written intimation from the Promoter at the time of receipt of the Occupation Certificate/Part Occupation/ Deemed Occupation Certificate, the Applicant(s) shall pay the Maintenance Charges as may be levied by the Promoter/maintenance agency/association of allottees, as the case may be, and shall simultaneously with the execution of the conveyance/sub-lease deed also enter into a maintenance agreement with the Promoter/maintenance agency/association of allottees as the case may be, in the format to be provided by the Promoter/maintenance agency/the association(s) of allottees, as the case may be.
67. The Applicant(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. ("**Maintenance Charges**") to the Promoter/association(s) of allottees/maintenance agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Applicant(s)) under the maintenance agreement. the rates of maintenance and service charges shall be fixed by the Promoter or association(s) of allottees/the maintenance agency as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, power backup, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Applicant(s) agrees that, on and from the possession notice expiry date or the date of execution of the conveyance/sub-lease deed, whichever is earlier, the Applicant(s) shall pay advance Maintenance Charges calculated at an estimated rate.
68. The Applicant further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the

Promoter/maintenance agency/association(s) of allottees, as the case may be for the purposes of framing rules for management of the Project/any part of the Project and use of the Unit by the Applicant(s) for ensuring safety and safeguarding the interest of the Promoter/maintenance agency and other allottees and the Applicant(s) also agree(s) and confirm(s) not to raise any disputes/claims against the Promoter/maintenance agency and other allottees in this regard. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Applicant(s) and/or association(s) for any act, deed, matter or thing committed or omitted to be done by the maintenance agency in the due course of such maintenance, management and control of the Project, any part of the Project and/or common areas, amenities and facilities thereto.

69. The Promoter shall be responsible to provide and maintain essential services in the Project, as the case may be till the taking over of the maintenance of the Project by the association(s) of allottees or the master association or the maintenance agency as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate, as the case may be. The Applicant(s) agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter/association(s) of allottees/ master association or the maintenance agency ("Maintenance Agency") as appointed for maintenance and upkeep of the Project/any part of the Project by the Promoter. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Unit by the Promoter and also for executing the sub-lease deed of the Unit. The Applicant(s) agrees to pay to the Promoter/maintenance agency, as the case may be, applicable Maintenance Charges in order to secure adequate provision of the maintenance services.
70. The Applicant(s) understands that for the mutual benefit and enjoyment of the owners of other units in the Project and in accordance with the concept/design promulgated by the Promoter, there will be regulations/restrictions in change of structure, facade of the buildings of the Project or anywhere on the exterior of the Project, or common areas and facilities. The Applicant(s) understand that the same is for mutual benefit of the Unit owners and is a fundamental part of the Project. The Applicant(s) consent to signing/agreeing to the terms/conditions in this regard as may be captured in the Agreement to sub-lease by the Promoter.
71. The Promoter may raise upon the Applicant(s) appropriate demand notices for the payment of the Total Consideration Value and Other Charges as are the part of the Total Consideration Value.
72. The Applicant(s) is not vested with any right, interest or entitlement in or over the Unit until a formal Agreement for sub-lease is executed and registered between the Promoter and the Applicant(s) under the Applicable Laws within the timelines stipulated by the Promoter. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application shall always mean "Provisional Allotment" until the Agreement is executed and registered by the Promoter and the Applicant(s). Further, the Applicant(s), as and when called upon by the Promoter, undertakes to be present for registration of the Agreement to sub-lease, as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Applicant(s) hereby agrees, confirms and undertakes to come forward and register the Agreement to sub-lease of the Unit failing which the Promoter shall without prejudice to any other rights be entitled at its sole discretion to (i) charge interest to the Applicant(s) and/or (ii) cancel this Application /Allotment Letter and forfeit various amounts paid/due from the Applicant(s), as per the terms contained above and subject to the provisions/limits as prescribed in the Applicable Laws.
73. Applicant(s) shall grant all the required assistance to the Promoter including signing of the agreements, deeds, declarations, consent(s) and other writings as and when demanded by the Promoter for lawful transfer of the said Unit.
74. The Applicant(s) understands that the present Application and Allotment is non-transferrable/non-assignable. Subject to the Applicable Laws, the permission to allow transfer/assignment/nomination/substitution shall be at the sole discretion of the Promoter, which may grant or refuse such permission. The Promoter shall charge an administrative fee, as may be decided by

the Promoter from time to time, for such transfer/assignment/nomination/substitution and the transfer/assignment/nomination/substitution shall be effected in a manner and as per procedure as may be formulated by the Promoter. The Applicant(s) and the transferee/assignee/ nominee/substitute shall be required to submit such necessary documents in the formats as may be required by the Promoter for such transfer/assignment/nomination/substitution. Any transfer/assignment/nomination/substitution by the Applicant(s) without the prior permission/approval of the Promoter shall be treated as null, and void and such transfer/assignment/nomination/substitution shall not be binding on the Promoter.

75. The Applicant(s) understands and agrees that although the Applicant(s) may obtain finance from any bank/financial institution/non-banking financial company/other lending institution/lending entity or any other lawful source for the purchase of the Unit as may be permissible under applicable law however the obligation to make timely payments for the Unit pursuant to the Agreement shall be that of the Applicant(s) and shall not be contingent upon the ability, capacity or competence of the Applicant(s) to obtain or continue to obtain such financing. The Applicant(s) shall, regardless of any financing, remain bound under the Agreement for fulfilling all obligations relating to the payments of all dues relating to the Unit. The rights of the bank/financial institution/non-banking financial company/other lending institution/lending entity shall be subservient or equivalent to the rights of the Applicant(s) under the Agreement and shall not be more or better than that of the Applicant(s). The Applicant(s) agrees and understands that the Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Applicant(s) and the Applicant(s) shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Applicant(s) fails to make timely payments due to the Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the applicable law.
76. In the event any loan facility has been availed by the Applicant(s), the Sub Lease Deed shall be executed only upon receipt of the no- objection certificate from such bank/financial institution/ non-banking financial company/other lending institution/lending entity. Further, any refund to be made in terms of the Agreement, shall be made to the Applicant(s) strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Applicant(s) and his/her/its bank/financial institution/non- banking financial company/other lending institution/lending entity from whom the Applicant(s) has raised loan/finance for purchase of the Unit. In cases of any such refund being made by Promoter directly to the bank/financial institution/non- banking financial company/other lending institution/lending entity, the same shall be deemed as a refund to the Applicant(s) in full and final satisfaction and settlement of account of the Applicant(s) in respect of and in relation to the Unit against the Applicant(s) as well as such bank/financial institution/non-banking financial company/other lending institution/lending entity and no other claim, monetary or otherwise shall lie against the Promoter and the Unit. Save and except in the case of any bank/ financial institution/non-banking financial company/other lending institution/lending entity with whom any agreement has been separately executed for financing the Unit, if any, the Promoter shall not accept any payments on behalf of the Applicant(s) from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Promoter, failing which the Promoter may in its sole discretion reject the same and return the said payment directly to said Third Party. The Promoter shall not be responsible towards any Third Party that has made payments or remittances to the Promoter on behalf of the Applicant(s) and any such Third Party shall not have any right, title and/or interest against the Unit and/or under the Agreement whatsoever. The Promoter shall communicate only with the Applicant(s) and shall issue its payment receipts only in the name of and to the account of the Applicant(s).
77. If the Applicant(s) ignores, neglects or otherwise fails to do so and/or if the Applicant(s) fails to pay all dues payable under the Agreement and/or to assume possession of the Unit within such prescribed time period, the Applicant(s) shall not be entitled to make any such claim at any point thereafter. The Applicant(s) agrees that it shall resolve complaints, if any, with regard to the construction or quality of workmanship of the Unit which have been directly executed by the Promoter, prior to assuming



possession. The Applicant(s) also agrees and understands that the Promoter shall not be held responsible or liable for giving any warranty of movable items/appliances which have been part of the Unit and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto, provided the Promoter has taken reasonable quality checks and balances at the time of their installation. The usage of all the fixtures, fittings and other installations whether in terms of the Agreement or otherwise shall be as per the usage guidelines as provided by the Promoter/the manufacturer/the Maintenance Agency/the Association of Allottees.

78. From the date of taking over of possession, the Applicant(s) shall be responsible to comply, and cause compliance by his/her/its occupants, representatives and/or any other person claiming under him/her/it, with all Applicable Laws and provisions of the Sub-Lease Deed and the maintenance agreement.
79. Upon receiving a written intimation/notice from the Promoter Notice for Offer of Possession, the Applicant(s) shall take possession of the Unit from the Promoter by executing the necessary indemnities, undertakings and such other documentation as to be prescribed and provided by the Promoter. It is clarified that the Promoter shall issue the Notice for Offer of possession to the Applicant(s) only after receipt of the entire amount of the Total Consideration Value and Other Charges or dues or levied from the Applicant(s).
80. In case the Applicant(s) fails to comply with the essential documentation, undertaking etc. and/or fails to take possession within the time provided, then the Applicant(s) shall continue to be liable to pay the specified dues (including the Maintenance Charges as applicable and holding charges @ Rs. 100/- (Rupees One hundred Only) per sq. ft. per month of the super area of the Unit ("**Holding Charges**") for the entire period beyond such period as provided for in the Notice for Offer of Possession within which the Applicant(s) has been advised to take the possession; and (ii) the Promoter shall postpone the execution of conveyance/sub-lease deed and handing over possession of the Unit until the entire outstanding dues along with interest for delayed payment, applicable Maintenance Charges and holding charges as may be applicable thereon, have been fully paid. Such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge. If the Applicant(s) fails to pay all dues payable and/or to assume possession of the Unit within the prescribed time period, the Unit shall be and remain at the sole risk and cost of the Applicant(s). Maintenance Charges with respect to the Unit shall be applicable and payable by the Applicant(s) with effect from the last date given in the Notice for Offer of Possession, irrespective of whether the possession of the Unit has been assumed or not by the Applicant(s).
81. The Applicant(s) upon possession shall join the association of allottees as may be registered/formed under Society Registration Act of the state of Uttar Pradesh and Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Unit Rules framed thereunder as amended from time to time by the Promoter and as provided for under Act and shall not form/or join/become part of any other association/society in respect of the Unit or the Project. The Applicant(s) agrees to execute such forms, applications or documents for the purpose of becoming a member of the association of allottees or for any other purposes connected thereto as may be necessary and return the same to the Promoter or association within 15 (fifteen) days from the same being forwarded to the Applicant(s).
82. Power back-up for the installed electrical load for the Unit shall be made available subject to timely payment of Maintenance Charges and Electricity Charges by the Applicant(s).
83. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Applicant(s) from the date of the Notice for Offer of Possession, it shall be the duty of the Promoter to rectify such defects without further charge, and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Applicant(s) shall be entitled to receive appropriate compensation in the manner as provided under the

Act. Provided, the Promoter shall not be liable for any such structural/architectural defect which result from/induced by: (i) the Applicant(s), by means of carrying out structural or architectural changes from the original specifications/designs; or (ii) any act, omission or negligence attributable to the Applicant(s) or non-compliance of any Applicable Laws by the Applicant(s); or (iii) ordinary wear and tear in due course. Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at Project, reasonably and in the ordinary course requires additional time with regard to the nature of defect.

84. The Maintenance Charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the buildings/Project, as the case may be, for every financial year and would be levied from the date of Notice for Offer of Possession regardless of the actual date of possession or otherwise and the Applicant(s) undertakes to promptly pay the same. The Promoter shall be responsible for payment of all outgoings till the date of possession of the Unit, thereafter the Applicant(s) shall be responsible for such payment. The estimates of the maintenance agency shall be final and binding upon the Applicant(s). The Maintenance Charges shall 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, as may be decided by the maintenance agency and reconciled against the actual expenses 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. The Applicant(s) agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the maintenance agency.
85. The Promoter shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Applicant(s) to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold Unit within Project, as per the Applicable Laws and guidelines, permissions/directions or sanctions by the competent authority and the Applicant(s) agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.
86. In case the Applicant(s) is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Applicant(s) in respect of the Unit (in short 'Channel Partner'), the Promoter shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage shall be deductible from the amount of Total Consideration Value agreed to be payable towards the Unit. Further, no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/given by such person to the Applicant(s). The Applicant(s) agrees, undertakes and affirms not to initiate any legal proceedings whatsoever against the Promoter and its respective Directors, officers, agents and representatives, for the acts of commission or omission on the part of the Applicant's Channel Partner/third party and for any loss, damage or liability that may arise due to non-payment, non-observance or non-performance by such Channel Partner/third party and persons claiming through or under them and shall keep the Promoter and its respective Directors, officers, agents and representatives fully indemnified and harmless in this regard.
87. The Promoter shall not be responsible or liable to any third party making payments or remittances to the Promoter for and on behalf of the Applicant(s) and such third party shall not have any right or claim in this Application or the allotment and/or against the Promoter. The Promoter shall issue its payment receipts only in favor of the Applicant(s) and shall communicate only with the Applicant(s). The Applicant(s) shall alone be directly and completely responsible and liable for any such payment/remittance that the Promoter may receive from any third party.
88. That due to change/amendment in the existing laws, acts, rules or due to implementation/enactment of any new laws/rules by the local bodies, State Government, Central Government or by any competent authorities any term(s) and condition(s) contained in this Application becomes inoperative and/or illegal and void, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest

of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.

89. An Application not containing PAN details of the Applicant(s) and other required details is liable to be summarily rejected. The Application should be signed by the Applicant(s), 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.
90. The Applicant(s) shall bear and pay the stamp duty (if applicable) and registration charges payable on the execution and registration of the Agreement for sub-lease and conveyance/sub- lease deed to be executed in pursuance hereof including any incidental expenses for registration, all documents to be executed in pursuance to this Application including deed of sub-lease and/or other vesting document of the Unit in favour of the Applicant(s).
91. The Applicant(s) hereby undertake to indemnify and keep the Promoter and their respective directors/officials/office bearers indemnified against any losses, claims, damages, charges and expenses suffered by them on account of wrong/ false/ mis-presentation of information and/or breach of any of the terms and conditions herein by the Applicant(s).
92. All the notices/communication to be served upon the Applicant(s) as contemplated under these presents shall be deemed to have been duly served, if the same is sent by email/courier/registered A.D./speed post/hand delivery to the First Applicant (in case of more than one applicant) at his/her/its address contained in these presents. In case of any changes in the Applicant(s) address, the same shall be communicated to the Promoter by the Applicant(s) at least 10 (Ten) days from such change. Any delay or default in this behalf by the Applicant(s) shall not concede any extension of time or excuse for non-payments or non-receipt of any letters/correspondences addressed to the Applicant(s).
93. If there is more than one applicant named in this Application, all obligations hereunder of such Applicant(s) shall be joint and several. All communications shall be sent by the Promoter to the First Applicant whose name appears first and at the address given by him/her / it which shall for all intents and purposes to consider as properly served on all the Applicants.
94. The Applicant(s) have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.
95. The signatory to the Application is accepting the terms and conditions of these presents for himself/herself/themselves/draws complete authority to sign/accept the contents of these presents on behalf of the Applicants. The Promoter shall be in no way responsible in case the authority of the said signatory/ies is not valid.
96. The Applicant(s) is/are aware that the contents of these presents shall supersede all other writings, Advertisements, brochures, leaflets and other sales materials and/or any other documents and shall be deemed as final and binding on parties hereto.
97. The Applicant(s) is/are aware that all the aforesaid terms and conditions are applicable and binding upon its respective nominees/legal heirs, executors, successors and assigns.
98. The Applicant(s) acknowledges that it has not relied upon the interiors depicted/illustrated in marketing collaterals/the sample Unit/mock Unit and its colour, texture, the fitting(s)/fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout without any obligation on the part of the Promoter to provide the same.
99. This Application shall be governed and interpreted by and construed in accordance with the laws of India. Subject to term hereinafter, the Uttar Pradesh Real Estate Regulatory Authority at Noida, alone shall have exclusive jurisdiction over all matters arising out of or relating to this Application.

100. For all purposes the present Application is deemed to have been signed and executed in Noida, Uttar Pradesh.
101. The Promoter has the right to conduct Know Your Customer (KYC) Verification of the Applicant(s) by its authorized representative based on the information provided in this Application. It is the sole responsibility of the Applicant(s) to provide the updated information, if any, from time to time.
102. The Applicant(s) acknowledges that the Agreement to sub-lease contains detailed terms and conditions of the sale of the Unit. In the event of any contradiction between terms of either this Application or the Agreement to sub-lease, the terms and conditions embodied in the Agreement to sub-lease shall prevail.

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(s) 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 authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant(s) and real estate agent and/or any third parties and/or person and/or any agreement or understanding arrived at with the aforesaid persons.

I am/We 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 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, if any.

Place:-

Date:-

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Signature of Sole/First Applicant

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Signature of Second Applicant (if any)

Signature of Third Applicant (if any)