

**APPLICATION FORM FOR BOOKING OF AN APARTMENT/SHOP/UNIT****UNINAV UTOPIA**

To be developed by M/s Uninav Developers Pvt Ltd  
At Khasra No. 112 in the Village Morti, Raj Nagar Extension, NH-58,  
Tehsil and District–Ghaziabad (U.P.)

RERA (i.e. Real Estate Regulation Act, 2016) Registration No. :

Application No. \_\_\_\_\_

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

To,

**M/S UNINAV DEVELOPERS PRIVATE LIMITED,**

Regd. Office: Plot No. 330, First Floor

Patparganj Functional Industrial Estate

Delhi-110092

CIN (Corporate Identification Number): U70102DL2011PTC217470

Dear Sirs,

I/We, the undersigned, request for consideration of this Application for booking of an Apartment/ Shop/ Unit in the Project named as “**Uninav Utopia**” situated at Khasra No. 112 Village Morti, Raj Nagar Extension, NH-58, Tehsil & District–Ghaziabad (U.P.), being to be developed by **M/s Uninav Developers Pvt Ltd**, a company registered under the Companies Act, 1956 (defined hereinafter and referred to as the “**Company**”) on the Land admeasuring 12,570.00 Sq.Mtrs (15,033.72 Sq.Yards) (defined hereinafter and referred to as “**Said Land**”).

I/We do hereby agree and undertake to abide by the terms and conditions as mentioned herein.

I/We remit herewith a sum of Rs.....(Rupees ..... only) by the Bank Draft/Cheque No. .... dated ..... drawn on ..... payable at Delhi/New Delhi towards the Booking Amount for the said Apartment/ Shop/ Unit (hereinafter defined). I/We understand and agree that 10% (Ten Percent) of the Total Price/Consideration (hereinafter defined) of the Said Apartment/ Shop/ Unit shall be considered as the Earnest Money (hereinafter defined), which is required to be necessarily paid by me/us along with this Application as Booking Amount, which is a mandatory condition for consideration of this Application by the Company. I/we shall pay the applicable GST and/or any other applicable taxes in addition to the Earnest Money along with this Application Form. I/we understand and agree that realization of the Cheque of Booking Amount or Earnest Money tendered by me/us is the pre requisite condition for consideration of this Application by the Company. (The Drafts and/or Cheques of Booking Amount or Earnest Money shall be made in favour of **M/s Uninav Developers Pvt Ltd**).

I/We agree that in the event the Company accepts this Application to book the Said Apartment/ Shop/ Unit, I/We shall pay further installments of Total Price/Consideration and all other amounts, taxes and cesses, dues and charges as per the payment plan opted by me/us and/or as and when demanded by the Company.

I/We have clearly understood and agreed that this Application does not constitute any offer of allotment or allotment or any Agreement to Sell and by submitting this Application, I/We do not become entitled to allotment of the Said Apartment/ Shop/ Unit applied for notwithstanding the fact that the Company may have issued the receipt/acknowledgement of the booking amount or Earnest Money or any amount paid by me/us. It is only after I/we sign and execute the Allotment Letter on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become effective subject to the terms and conditions contained in the Allotment Letter.

I/We have enquired and obtained all the information and clarifications with respect to the Said Project (hereinafter defined) and Said Land (hereinafter defined) and that I/We render my/our complete satisfaction with the same and also confirm that I/We have relied on my/our own judgment and

Signature of the Sole/First Applicant    Signature of the Second applicant    Signature of the Third applicant

investigation in determining to apply for booking of the Said Apartment/ Shop/ Unit and has not relied upon and/or is not influenced by any Plans, advertisements, representations, or statements etc. of any nature, whatsoever, whether written or oral made by the Company/Lessee or any selling agents/ sales organizers / brokers or otherwise relating to the Said Apartment/ Shop/ Unit or Said Project.

My/Our particulars as mentioned below may be recorded for reference and communication:

**1. Sole or First Applicant Name**.....

Son/Wife/Daughter of .....

Date of Birth .....Nationality .....

Profession .....Designation .....

**PAN No.**.....**Aadhar No.** .....

Residential status: Resident Indian [ ] / NRI [ ] / Foreign National of Indian Origin [ ]

Mailing Address .....

Office Name & Address .....

Mobile No. .... Tel. No. ....

E-mail ID..... Fax No. ....

**2. Second Applicant Name**.....

Son/Wife/Daughter of .....

Date of Birth .....Nationality .....

Profession .....Designation .....

**PAN No.**.....**Aadhar No.** .....

Residential status: Resident Indian [ ] / NRI [ ] / Foreign National of Indian Origin [ ]

Mailing Address .....

Office Name & Address .....

Mobile No. .... Tel. No. ....

E-mail ID..... Fax No. ....

**3. Third Applicant Name**.....

Son/Wife/Daughter of .....

Date of Birth .....Nationality .....

Profession .....Designation .....

**PAN No.**.....**Aadhar No.** .....

Residential status: Resident Indian [ ] / NRI [ ] / Foreign National of Indian Origin [ ]

Mailing Address .....

Office Name & Address .....

Mobile No. .... Tel. No. ....

E-mail ID..... Fax No. ....

**Or**

M/s....., a Partnership Firm duly registered under the provisions of the Indian Partnership Act 1932, having its registered office at ..... acting through its Partner

Shri/Smt./Km....., duly authorized vide Power of Attorney/ Resolution dated ..... signed by all the Partners (certified copy to be submitted along with this Application), having

**GST No. / PAN No.** ..... Details of Bank Account No. of Firm .....

Bank Name & Branch .....

**Or**

M/s ..... , a Company incorporated under the provisions of the Indian Companies Act, 1956/2013, having its CIN No..... & Registered Office at .....

..... acting through its Director/Authorized Signatory Shri/Smt./Km. ...., authorized by Board Resolution dated ..... (Certified copy to be submitted along with this Application), having **PAN No.**..... and **GST No.** .....

Signature of the Sole/First Applicant    Signature of the Second applicant    Signature of the Third applicant

Details of Bank Account No. of Company ..... Bank Name & Branch .....

**4. Details of Apartment/ Shop/ Unit requested for:**

A) Tower/Block Name: \_\_\_\_\_ B) Apartment/Shop/Unit No.: \_\_\_\_\_ C) Floor: \_\_\_\_\_

Carpet Area	Balcony Area	External Wall	Covered Area	Super Area
Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Sq.Mt.	Sq.Mt.	Sq.Mt.	Sq.Mt.	Sq.Mt.

**(5) Cost**

**A) Basic Sale Price (BSP)**

@Rs: \_\_\_\_\_ Per Sq. Ft.

Rs: \_\_\_\_\_

a) If Any Discount by Company on (BSP)

@Rs: \_\_\_\_\_ Per Sq. Ft.

Rs: \_\_\_\_\_

b) Discount in special plan adopted by Client on (BSP)

@Rs: \_\_\_\_\_ Per Sq. Ft.

Rs: \_\_\_\_\_

c) Special Discount by Broker on (BSP)

@Rs: \_\_\_\_\_ Per Sq. Ft.

Rs: \_\_\_\_\_

d) Net Basic Sale Price (BSP)

@Rs: \_\_\_\_\_ Per Sq. Ft.

Rs: \_\_\_\_\_

**B) Preferential Location Charges (PLC)**

a) Floor

@Rs: \_\_\_\_\_ Per Sq. Ft.

Rs: \_\_\_\_\_

**C) Parking (Usage Rights Only)**

i) Covered Basement Parking

Rs: \_\_\_\_\_

(Note: The covered parking space shall mean the parking space to be provided for the Apartment only in the basement of the Said Building/ Said Complex at the sole discretion of the Company at the time of handing over possession of the Said Apartment.)

**D) Grand Total Rs.**

Rs: \_\_\_\_\_

Rupees (In Words) .....

.....only

**E) Interest Free Maintenance Security (IFMS) At the Time of offer of Possession for 30 Month.**

@ 50/- Per sq. ft.

Rs: \_\_\_\_\_

**F) Power Back-up Mandatory (3 KVA For 3BHK ) At the Time of offer of Possession**

@Rs. 25,000/- Per KVA

Rs: \_\_\_\_\_

**6. Payment Plan: Construction Linked Payment Plan [ ]**

7. Booking Mode: Direct [ ] Through Dealer/Broker [ ]

**8. In the event the booking has been made through a Dealer/Broker, please give his particulars:**

Name & Address .....

Telephone ..... Mobile ..... Fax .....

PAN No. .... GST No. ....

**Note:**

☐ For the purpose of this Application, the conversion factor is taken as 1 Sq.Mtr=10.764 Sq.Ft.

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- ☐ Applicable GST and/or any other applicable taxes at the relevant time shall be payable extra by the Applicant as per Government Rules. Any change/modification in rates of such taxes as notified by the Governmental Authority shall be adjusted accordingly and shall be borne and paid by the Applicant.
- ☐ Any request of the Applicant for availing Extra Power Back-up Load for the Said Apartment/ Shop/ Unit shall be considered by the Company at its sole discretion and on first come first serve basis subject to the availability of the balance Power Back-up Load out of the total Power Backup Load as arranged by the Company.
- ☐ Electricity connection will be taken from the UPPCL/Competent Authority as per their norms at the time of offer of possession.
- ☐ Stamp duty and registration, legal charges etc. shall be payable extra by the Applicant.
- ☐ All Taxes or charges i.e. House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, applicable GST and/or any other applicable taxes, Cesses, Labour Cess, Levies, Sales Tax, Trade Tax, Metro Cess, and Taxes and charges of all and any kind called by whatever name, whether levied or leviable now or in future, by any Local Authority, State Government, Central Government or Court, as the case may be, shall be borne and paid by the Applicant. In the event of any increase in statutory levy(ies) / compensation / charges etc. by any State or Central Government, Court or any other Statutory Authority in any form or manner whatsoever, the same shall be borne and paid by the Applicant on pro rata basis which shall be decided by the Company. These Taxes or Charges shall be paid by the Applicant as and when demanded by the Company. The determination of the proportionate share by the Company shall be final and binding upon the Applicant.

**Terms & Conditions forming part of this Request Application for Booking of an Apartment/ Shop/ Unit:** The terms and conditions as mentioned below are indicative and more comprehensively set out in the Allotment Letter, which upon execution shall supersede all previous documents including this Application.

#### **Definitions and Interpretations**

For all intents and purposes and for the purpose of the terms and conditions set out in this Application, unless the context otherwise requires,:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. reference to this Application, or any other agreement, deed or other instrument or document shall be construed as a reference to this Application or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or notated. The following words and expressions, wherever mentioned in this Application, when capitalized, shall have the meanings assigned herein and when not capitalized, shall have their ordinary meanings.

**"Person":** means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.

**"Applicant":** The person requesting or applying for booking of the Said Apartment/ Shop/ Unit, who has set out his particulars and appended his signatures in this Application as an acknowledgement of having agreed to the terms and conditions mentioned herein has been referred to as **"Applicant"**.

**"Application":** This Application requesting for registration/booking of the Said Apartment/ Shop/ Unit in the Said Project on the terms and conditions contained therein has been referred to as **"Application"**.

**"Allotment Letter":** The document to be signed and executed by the Company and the Applicant, on the Company's standard format whereby the booking of the Said Apartment/ Shop/ Unit will become confirmed and the Said Apartment/ Shop/ Unit will be provisionally allotted to the Applicant at the sole discretion of the Company and subject to the Applicant's having complied with the terms and conditions of this Application, has been referred to as **"Allotment Letter"**.

**"Company":** M/s Uninav Developers Pvt Ltd., a company registered under the Companies Act, 1956 having its Regd. Office at Plot No. 330, First Floor, Patparganj Functional Industrial Estate, Delhi 110092,

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has been referred to as **“Company”**. The Company has CIN (Corporate Identification Number) as U70102DL2011PTC217470

**“Said Land”**: The Land admeasuring 12,570.00 Sq.Mtrs (15,033.72 Sq.Yards) comprising of Free Hold Land being part of Khasra No. 112 in the Village Morti, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad (U.P.) on which the Said Project or Said Complex shall be developed by the Company, has been referred to as **“Said Land”**. The ownership of the Said Land has been purchased by the company vide Sale Deeds registered on Dt. 04.08.2021 in Book No. 1 in Vol. No. 18185 on Pages No. 215 to 254 at Serial No. 8837 in the office of Sub-Registrar-II, Ghaziabad.

**“Said Project” or “Said Complex”**: The Project or Complex being/ to be developed on the Said Land in the name of “Uninav Utopia” by M/s Uninav Developers Pvt Ltd as per the Plan approved by the Ghaziabad Development Authority, Ghaziabad (GDA) comprising of residential Apartments/Units, Shops, Club/Community Hall, and other Buildings etc. has been referred to as **“Said Project” or “Said Complex”**.

**“Said Apartment/Shop/Unit”**: The Apartment/Shop/Unit allotted by the Company to the Applicant/Applicant with the details mentioned in the Allotment Letter, has been referred to as **“Said Apartment/Shop/Unit”**, which includes any alternative Apartment/Shop/Unit that may be allotted by the Company in lieu of the Said Apartment/Shop/Unit.

**“Said Tower” or “Said Building”**: The Tower/Building in the Said Project / Said Complex, in which the Said Apartment/Shop/Unit will be located, has been referred to as **“Said Tower” or “Said Building”**.

**“Preferential Location Charges or PLC”**: The charges payable for every preferential location characteristic of the Said Apartment/Shop/Unit, to be calculated on the basis of super area of the Said Apartment/Shop/Unit, has been referred to as **“Preferential Location Charges or PLC”**.

**“Earnest Money”**: 10% (Ten Percent) of the Total Price/Consideration of the Said Apartment/Shop/Unit has been referred to as **“Earnest Money”**, which is required to be necessarily paid by the Applicant along with the Application as Booking Amount, which is a mandatory condition for consideration of the Application by the Company. GST as applicable shall be paid in addition to the Earnest Money along with the Application.

**“Non-refundable Amount”**: “Non-refundable Amount” means interest paid or due on delayed payments, brokerage paid or payable by the Company, other charges, and taxes, if any, incurred by the Company.

**“Carpet Area”**: Carpet Area means the net usable floor area of an apartment or shop or unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Said Apartment/ Shop/ Unit.

**“Super Area”**: For the purpose of this Application, **“Super Area”** of the Said Apartment/ Shop/ Unit means the entire area enclosed by its periphery walls including area under walls, columns and half area under walls common with other Apartments/Units of the Said Tower/Building and area of cupboards, plumbing shafts, windows, projections, pergolas, lofts and balconies with the Said Apartment/ Shop/ Unit plus proportionate share of area utilized for Common Areas and Facilities in the Said Building/Tower and Said Complex/Project, overhead and underground water tanks, guard room, mumty, pump room, electric substation, lifts at all levels etc. in the Said Building/Tower and Said Complex/ Project.

**“Common Areas and Facilities”**: “Common Areas and Facilities” mean and include:

(a) The Land on which the Said Building/Tower is located and the land in common use within the Said Complex/ Project and all appurtenances belonging to the Said Land and the Said Building/Tower and Said Complex/Project.

(b) The foundations, columns, girders, beams, supports, main walls, halls, common corridors, passages, lobbies, stairs, stairways, fire-escapes, projections, common toilets, and entrances and exits of the Said Building/Tower and Said Complex/ Project.

(c) Park/garden and community center in Said Complex/Project.

(d) The premises for the lodging of the janitors or persons employed for the management of the Said Complex/Project.

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- (e) Installations of common services, such as, power, light, water and sewerage etc.
- (f) The elevators, tanks, pumps, motors, compressors, expressers, fans, cable pipe line (if provided for TV, gas etc.), pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors.
- (g) Circulation areas, services areas including but not limited to machine rooms, overhead water tanks etc., architectural features, if provided and security control rooms.
- (h) All other parts of the Said Building/Tower and Said Complex/ Project necessary or convenient to its existence, maintenance and safety or normally in common use.

The Applicant will be entitled to use the Common Areas and Facilities within the Said Building/Tower and Said Complex/ Project subject to covenants and timely payment of Maintenance Charges and all other applicable dues. However, such generally Common Areas and Facilities earmarked for common use of all occupants shall not include the reserved parking space individually allotted to the respective occupants for their exclusive use.

**“Limited Common Areas and Facilities”:** “Limited Common Areas and Facilities” mean those Common Areas and Facilities within the Said Building/Tower and Said Complex/Project earmarked/reserved including Basement parking spaces, storages etc. for use of certain Apartment(s)/Unit(s) to the exclusion of the other Apartments/Units. All other common areas and facilities, which are not included hereinbefore in Common Areas and Facilities, shall be treated as Limited Common Areas and Facilities and shall be reserved for use of certain Apartment(s)/Unit(s) to the exclusion of other Apartments/Units.

**“Independent Areas”:** “Independent Areas” mean the areas which are not included as Common Areas for joint use of Apartments/Units and may be sold by the Company without the interference of other Apartment/ Shop/ Unit Applicants.

**“Fit-Out Period”:** After completion of construction of the structure of the Said Tower/Building which contains the Said Apartment/ Shop/ Unit, the Company shall give Notice for Fit-Out work to the Applicant/Applicant for carrying out the work of final touch and installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint etc. (Items as per specifications of the Said Apartment/ Shop/ Unit) in the Said Apartment/ Shop/ Unit. The duration of the said Fit-Out Period shall be for 3 (three) months from the date mentioned in the Notice for Fit-Out, during which the Applicant/Applicant may inspect the work of final touch and installation being carried out in the Said Apartment/ Shop/ Unit.

**“Governmental Authority”:** “Governmental Authority” means any Government Authority, Statutory Authority, Government Department, Agency, Commission, Board, Tribunal or Court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of Government of India or any State or other subdivision thereof or any Municipality, District or other subdivision thereof, and any other Municipal/Local Authority having jurisdiction over the land on which the Said Building / Said Complex is situated.

**“Force Majeure”:** “Force Majeure” means any event or combination of events or circumstances beyond the control of the Company which cannot by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company’s ability to perform obligations under this Application, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disaster etc.;
- (b) Explosions or accidents, air crashes and shipwrecks;
- (c) Strikes or lock outs, industrial dispute, civil commotion, farmers’ unrest or agitation;
- (d) Non-availability of cements, steel or other construction materials due to strikes of manufactures, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) War and hostilities of war, riots, bandh, act of terrorism;
- (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court Order or direction from any Governmental Authority that prevents or restricts the Company from complying with any or all of the terms and conditions as agreed in this Application;
- (g) Any Legislation, Order or Rule or Regulation made or issued by the Government or any other Authority or if any Competent or Statutory Authority (ies) refuses, delays, withholds or denies the grant of necessary approvals for the Said Complex/Project or Said Tower/Building or if any Matters, issues

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relating to such approvals, permissions, notices, notification by the Competent Authority (ies) become subject matter of any Legal Proceeding before any competent Court or for any reason whatsoever;  
(h) Any event or circumstances analogous to the foregoing.

**“Maintenance Agency”:** “Maintenance Agency” means the Agency to whom the Company will introduce and nominate or appoint to carry out the Maintenance and upkeep of the Common Areas and Facilities in the Said Building / Said Complex. Such Maintenance Agency will be responsible for maintenance and upkeep of the Said Building / Said Complex.

**“Maintenance Charges”:** “Maintenance Charges” means the Charges to be paid by Applicant/Applicant to the Maintenance Agency introduced and nominated by the Company for the Maintenance and upkeep of the Common Areas and Facilities in the Said Building/Said Complex in terms of the Maintenance Agreement to be executed between the Applicant/Applicant and the Maintenance Agency on or before Notice for Fit-Out of the Said Apartment/ Shop/ Unit is given by the Company as mentioned hereinabove.

**“Interest Free Maintenance Security (IFMS)”:** The Applicant shall deposit with the Company on or before Notice for Fit-Out of the Said Apartment/Shop/Unit is given by the Company as mentioned hereinabove, for the period of 30 months at the rate of **Rs. 50.00 per Sq.ft. (Rupees Fifty Only)** of Super area of the Said Apartment/Unit as an Interest Free Maintenance Security (herein **“IFMS”**) deposit. The company shall, in the event of “Association of Owners” of “Uninav Utopia” duly constituted, formed and incorporated under the model bye-laws laid down by U.P. Apartment Act proposes and intends to take over the operation and Maintenance of common services and amenities of Uninav Utopia by virtue of the unanimous resolution of the general body of the said association, handover the balance amount of IFMS after settlement of accounts/adjustment of outstanding amounts/deduction of amount incurred on major faults/other charges and handover the whole society to the said association as mutually agreed.

**“Taxes”:** “Taxes” means any and all Taxes or charges payable by the Company and/or its Contractors, Suppliers, Consultants etc., be it House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, applicable GST and/or any other applicable taxes, Cesses, Labour Cess, Levies, Sales Tax, Trade Tax, Metro Cess, Value Added Tax, Works Contract Tax, Workers Welfare Cess and Taxes and charges of all and any kind called by whatever name, whether levied or leviable now or in future or any increase thereof, by any Governmental Authority, Local Authority, State Government, Central Government or Court, as the case may be in connection with the construction and development of the Said Apartment/ Shop/ Unit / Said Building / Said Complex.

**“Basic Sale Price”:** “Basic Sale Price” means the basic consideration amount payable by the Applicant calculated on per square feet basis of the Super Area of the Said Apartment/ Shop/ Unit.

**“Total Price”:** **“Total Price”** means the amount amongst others, payable by the Applicant for sale/transfer/conveyance of the Said Apartment/ Shop/ Unit which includes Basic Sale Price, PLC (if the Said Apartment/Shop/Unit is preferentially located), Basement Parking (Usage Rights), ADC and Fire Fighting Charges etc. but does not include other amounts, charges, security amount etc. which are payable in terms of this Application or as and when demanded by the Company including but not limited to the following:

- i) Maintenance charges, Power Back-up Installation Charges (PBIC), EDC, EEC, Club Subscription Charges, Cesses, Property tax, Municipal tax of the Said Apartment/ Shop/ Unit.
- ii) Interest Free Maintenance Security (IFMS) of the Said Apartment/ Shop/ Unit.
- iii) Taxes of the Said Apartment/ Shop/ Unit.
- iv) Stamp duty, registration and incidental charges as well as expenses of the Allotment Letter and Sale/Transfer/Conveyance deed etc. of the Said Apartment/ Shop/ Unit.
- v) Any other charges that may be payable by the Applicant/Applicant, as per the other terms of this Application Form and such other charges as may be demanded by the Company.

These amounts shall be payable by the Applicant in addition to the Total Price in accordance with the terms and conditions of this Application Form/Allotment Letter and/or as per the demand raised by the Company from time to time.

#### **TERMS AND CONDITIONS OF APPLICATION OF THE SAID APARTMENT/SHOP/UNIT:**

1. The Company has purchased land in Khasra Nos. 112, Land Measuring **12,570.00 Sq.Mtrs**  
Signature of the Sole/First Applicant    Signature of the Second applicant    Signature of the Third applicant

(15,033.72 Sq.Yards), in the Village Morti, Paragna Loni, Tehsil and District Ghaziabad, the vicinity known as "RAJNAGAR EXTENSION, GHAZIABAD", vide sale deeds which are the duly registered on Dt. 04.08.2021 in Book No. 1 in Vol. No. 18185 on Pages No. 215 to 254 at Serial No. 8837 in the office of Sub-Registrar-II, Ghaziabad, U.P.

The Said Project named as "Uninav Utopia" situated at Khasra No. 112 in the Village Morti, Raj Nagar Extension, NH-58, Tehsil and District– Ghaziabad (U.P.), being to be developed by M/s Uninav Developers Pvt Ltd on the Said Land admeasuring 12,570.00 Sq.Mtrs (15,033.72 Sq.Yards) after getting the building plan duly sanctioned/approved from the Ghaziabad Development Authority, Ghaziabad (GDA) vide File No. GDA/BP/21-22/1313/Dt. 17.11.2022 & Permit No. Group Housing/03936/GDA/BP/21-22/1313/19102022, the Company is inter-alia entitled to develop the Said Project, advertise and market the same, book and allot the Apartments/Shops/Units constructed/to be constructed in the Said Project and to receive money(ies), give receipts, cause conveyance/sale deed executed through itself and also cause other required documents etc. executed in this regard.

3. The Applicant has requested for booking of the Said Apartment/Shop/Unit in the Said Project with full knowledge and subject to all the laws, notifications and rules applicable to the Said Project in particular and area in general which have been explained by the Company and understood by him. The Applicant has fully satisfied himself about the title, interest and rights of the Company in the Said Land and the Said Project as well as the arrangements and understandings inter-se between the Company, and has also understood all the limitations and obligations of the Company in respect thereof and the Applicant has confirmed that there shall be no more investigation or objection by the Applicant in this respect.

4. The Applicant undertakes to abide by all the laws, rules, regulations and notifications etc. as may be made applicable to the Said Apartment/ Shop/ Unit and Said Complex/Project / Said Land including the terms and conditions mentioned herein.

5. The Applicant agrees that making payment of Earnest Money i.e. 10% of the Total Price of the Said Apartment/ Shop/ Unit by the Applicant is a mandatory condition for consideration of this Application by the Company failing which this Application shall not become qualified for consideration by the Company and shall automatically stand rejected as disqualified without any prior notice/letter in writing to the Applicant and the amount paid by the Applicant shall be refunded by the Company after deduction of the administration charges, without any interest and the Applicant shall have no claim whatsoever against the Company. Applicable GST and/or any other applicable taxes shall be paid in addition to the Earnest Money along with this Application.

6. The Applicant agrees and acknowledges that the Company shall have absolute and unfettered right and discretion to reject this Application or cancel the booking without assigning any reason at any time before the execution of Allotment Letter by the Company and in that case the Applicant shall be entitled only for refund of the amount paid by him to the Company without any interest and after deduction of administration charges. The Applicant specifically agrees and undertakes that after such rejection of Application or cancellation of booking and dispatch of such refund amount cheques by the Company, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/ Shop/ Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/ Shop/ Unit in this Application, such refund amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant.

7. The Applicant agrees and undertakes that he shall sign and execute the Allotment Letter as and when desired by the Company on the Company's standard format, the contents whereof have been read, understood and agreed by him, and in case of his failure to execute the Allotment Letter, this Application shall automatically stand rejected and/or the booking of the Said Apartment/ Shop/ Unit shall automatically stand cancelled and shall be treated as withdrawn by the Applicant and the Earnest Money and Non-refundable Amount shall stand forfeited. In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Applicant within 45 (forty five) days of such cancellation /rejection/ withdrawal of booking Application without any interest and the remaining 50% (fifty percent) of the balance amount on re-booking of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation/rejection/withdrawal of the booking without any interest, whichever is earlier. The Company has explained and the Applicant has understood and agreed that after such cancellation /rejection/ withdrawal of the booking Application of the Said Apartment/Shop/Unit, the Applicant shall

Signature of the Sole/First Applicant    Signature of the Second applicant    Signature of the Third applicant



have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/ Shop/ Unit in this Application, such balance amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant.

8. All payments towards the price of the Said Apartment/ Shop/ Unit shall be made through the Bank Account of Applicant only and if the payment is made otherwise, the same shall be at the risks and consequences of the Applicant. It is specifically understood and agreed by the Applicant that any payment made through any electronic mode like RTGS, NEFT etc. without the prior written consent of the Company shall not be considered as a valid payment made by the Applicant and for all intents and purposes the same shall be treated as if the said payment has not been made by the Applicant.

9. The Applicant agrees that Sale/Conveyance deed of the Said Apartment/ Shop/ Unit shall be executed only after the Applicant has made full and final payments towards the Total Price/Consideration and all other charges and dues which are due and payable by him to the Company. The Applicant agrees that the ownership of the Said Apartment/ Shop/ Unit shall remain vested with the Company till the execution of the Sale/Conveyance deed and handing over the possession of the Said Apartment/ Shop/ Unit.

10. The Applicant has confirmed that he has correctly given/mentioned his details in this Application including his Income Tax Permanent Account Number (PAN).

11. The Applicant agrees that the Company shall have the right without the permission of the Applicant to raise finance/loan from any Bank, Financial Institution and/or Body Corporate and for this purpose to create equitable mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the Said Apartment/ Shop/ Unit and/or Said Complex/Project/Said Land in favour of one or more Financial Institutions or Banks. However provided that at the time of execution of sale/conveyance deed in favour of the Applicant and handing over the possession of the Said Apartment/ Shop/ Unit to him, the same shall be got free by the Company from all sorts of encumbrances created by it. It is also agreed and confirmed that the Company/Financial Institution/Bank shall always have the first lien/charge on the Said Apartment/ Shop/ Unit for all their dues and/or other sums payable by the Applicant or in respect of any loan granted to the Company for the purpose of construction of the Said Building / Said Complex / Said Project.

12. The Applicant undertakes not to demolish or cause to be demolished the Said Apartment/ Shop/ Unit or any part thereof nor shall at any time make any changes, additions or alterations, temporary or permanent, in or upon the Said Apartment/ Shop/ Unit. It is also understood and agreed by the Applicant that the peripheral side walls and columns of adjoining Apartments/Units are common and that the Applicant shall not make any alterations, modifications in these common walls and columns.

13. The Applicant undertakes that he shall not damage or change the theme and pattern of the landscape, exteriors, plantation in and around the Common Areas within the Said Complex. The Applicant shall not sink, drill, install and/or commission any well/borewell/tube-well within the Said Apartment/ Shop/ Unit or anywhere else outside the area of the Said Apartment/ Shop/ Unit.

14. The Applicant agrees and acknowledges that the payment on or before due date, of Total Price and other amounts and dues payable by the Applicant as per the Payment Plan opted by the Applicant or as demanded by the Company from time to time shall be the essence of this Application and the Allotment Letter. The Applicant agrees that in case of more than one Applicant, failure to pay by anyone shall be deemed as failure to pay by all and all the Applicants shall be treated as one single person for this purpose and all shall be liable for the consequences jointly as well as severally. It shall be incumbent upon the Applicant to comply with the terms of payment and other terms and conditions of this Application and those of the Allotment Letter after execution, and the Company shall not be under an obligation to remind him about the same. The Applicant agrees and undertakes that in case the Applicant fails to pay the installment(s) or other charges or dues payable by the Applicant to the Company as per the Payment Plan opted by the Applicant or as demanded by the Company, the Application / booking / Allotment Letter shall stand cancelled without any prior intimation to the Applicant and in that eventuality, Earnest Money and Non-refundable Amount shall stand forfeited. In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Applicant within 45 (forty five) days of such cancellation /rejection/ withdrawal of booking Application without any interest and the remaining 50% (fifty percent) of the balance amount on re-booking of the Said Apartment/Shop/Unit or at the end of one year

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from the date of cancellation/rejection/ withdrawal of the booking without any interest, whichever is earlier. The Company has explained and the Applicant has understood and agreed that after such cancellation /rejection/ withdrawal of the booking Application of the Said Apartment/Shop/Unit, the Applicant shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/ Shop/ Unit in this Application, such balance amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant. Without prejudice to the Company's aforesaid rights of cancellation, the Company may at its sole discretion waive the breach or default by the Applicant in not making the payments within the stipulated time by the Applicant on the condition that the Applicant shall pay default interest equal to **MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1% unless provided under the Rules** per annum on every delayed installment(s)/payments, which shall be calculated from the due date of outstanding payment/installment till the date of actual payment made by the Applicant to the Company. The Applicant specifically agrees and undertakes that the acceptance of the delayed installment(s)/payments even with the interest as aforesaid shall be entirely at the sole discretion of the Company and the same can never be claimed by the Applicant as a matter of right.

(Note: The terms and conditions as contained herein and as would be contained in the Allotment Letter, apply equally without foregoing their generality for all the Payment Plans.)

15. The Applicant hereby authorises the Company to forfeit the Earnest Money along with Nonrefundable Amount, in case of non-fulfillment of the terms and conditions herein contained and/or the terms and conditions as would be contained in the Allotment Letter.

16. The Applicant agrees and confirms that the Company is fully entitled to adjust/appropriate all payments made/to be made by the Applicant under any head(s) of dues against outstanding heads in Applicant's name and the Applicant shall have no right to object/demand/direct the Company to adjust the payments in any manner otherwise than as decided by the Company.

17. The Applicant agrees and acknowledges that in case the Applicant wants to avail loan facility from his Employer or from any Bank or Financial Institution to purchase the Said Apartment/ Shop/ Unit, the Company will have no objection subject to the following:

- i) The terms of the Applicant's Employer / Bank / Financing Agency shall exclusively be binding and applicable upon the Applicant only.
- ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment plan opted by the Applicant shall rest exclusively on the Applicant. In the event of loan not being sanctioned or the disbursement of it getting delayed, due to any reason whatsoever, the payment to the Company, as per the payment plan, shall be ensured and made by the Applicant.
- iii) In case of default in repayment of dues of the Bank / Financial Institution / Agency by the Applicant, the Company shall have the unfettered right to cancel the allotment of the Said Apartment/ Shop/ Unit and repay the amount received, after deduction of administration charges, Earnest Money and Non-refundable Amount, directly to Bank / Financial Institution / Agency on receipt of such request from such Bank / Financial Institution / Agency without any reference to the Applicant.

18. The Applicant agrees and undertakes that he shall comply with all legal requirements necessary for purchase/conveyance of immovable property i.e. the Said Apartment/ Shop/ Unit, wherever applicable and shall execute all necessary forms or applications or deeds etc. for that purpose. Registration charges, Stamp Duty and other incidental/ancillary expenses or charges in respect of the sale/transfer/conveyance of the Said Apartment/ Shop/ Unit shall be over and above the Total Price payable and shall be borne and paid by the Applicant as per applicable rules, regulations and laws and as determined by the Governmental Authority or local bodies or concerned Authorities and/or the Company.

19. The Applicant agrees and undertakes that in case the Company confirms the booking and allots the Said Apartment/ Shop/ Unit to the Applicant by executing the Allotment Letter, then if at any stage the Allotment Letter or any other Agreement or document requires to be registered under any law or necessity, the Applicant binds himself and agrees to have the same registered through the Company in his favour at his own costs and expenses including stamp duty, registration fees and other expenses and keep the Company fully absolved and indemnified in this regard. The Applicant agrees and undertakes that he shall be responsible and liable for paying deficiency in stamp duty, penalty, interest etc., if any, as per the Stamp Act or any other law. Any stamp duty and deficiency of stamp imposed by the Signature of the Sole/First Applicant Signature of the Second applicant Signature of the Third applicant

Governmental Authority on the Allotment Letter and/or on any Agreement relating to the allotment/conveyance etc. of the Said Apartment/ Shop/ Unit shall be borne and paid by the Applicant.

20. The Applicant acknowledges and agrees with the computation of the Carpet Area as well as the Super Area of the Said Apartment/ Shop/ Unit by the Company which shall be binding upon the Applicant for all purposes subject to the terms of this Application.

21. The Applicant agrees that the Car Parking space shall form an integral part of the Said Apartment and usage right of the same shall be given to the Applicant for his exclusive use. The Car Parking space shall always remain attached to and be an integral part of the Said Apartment and the same shall not have any independent legal character detached from the Said Apartment. The Applicant undertakes not to sell/transfer/deal with the said parking space as independent of the Said Apartment and whenever the Said Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously and further undertakes not to modify, make any changes or cover the car parking space in any manner whatsoever at any point of time. The covered parking space shall mean the parking space to be provided in the basement of the Said Building/ Said Complex as the case may be. The Applicant also undertakes to park his vehicle in the said parking space only and not anywhere else in the Said Building/Tower/ Complex/Project. The Company will allot the reserved/demarcated Car Parking space to the Applicant requesting for the Said Apartment only, after handing over of the Said Building/Complex and the decision of the Company in allotment of the specified Car Parking space to the Applicant of the Said Apartment shall be final and shall be accepted by the Applicant and the Applicant shall have no right to raise any objection in that regard.

22. The Applicant understands and agrees that the Company shall be carrying out extensive developmental/construction activities for many years in future in the areas falling inside / outside the Said Complex in which the Applicant's Said Apartment/ Shop/ Unit is located and that the Applicant on being made aware of this fact by the Company has confirmed that the Applicant shall not raise any objections or make any claims or default in any payments as per the applicable Payment Plan or as demanded by the Company, on account of inconvenience, if any, which may be suffered by him due to such developmental/construction or its incidental/related activities.

23. The Applicant agrees and undertakes that he shall not at any time before or after taking possession of the Said Apartment/ Shop/ Unit have any right to raise any objection to the Company's continuing the construction and development of other Apartments / Units / Buildings / Towers / structures in the Said Complex or in the Said Project. Further the Applicant neither individually nor jointly nor through anyone else shall ever claim any relief, stay, injunction, Order etc. from any Court or Governmental Authority that may impede/cause hindrance in the construction or completion of the Said Apartment/ Shop/ Unit or Said Complex / Said Project or in handing over possession thereof to other Applicants/Applicants.

24. (i) The Applicant agrees that in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Governmental Authority and purchase of additional FAR by the Company, the Company shall have full right to raise further constructions over the top roof/terrace of the Towers/Buildings and/or on the open area or vacant land including but not limited to constructing additional buildings in the Said Complex/Project as being the sole and exclusive property of the Company and the Applicant shall not be entitled to raise any objection or make any claim on any account in this regard. The Company shall have the sole discretion and right to utilize the additional/increased FAR in the manner it deems fit. The Applicant further agrees and confirms that on such additional construction by use of additional/increased FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Applicant. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex/Project. The Applicant acknowledges that the Applicant has not made any payment towards the additional/increased FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Complex / Said Project.

(ii) The Applicant agrees that the Company shall have the right, without approval of the Applicant, to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartments/Units within the Said Building / Said Complex and the Applicant agrees not to raise any objection or make any claim on any account.

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(iii) The Applicant agrees that the Company shall have the rights over the top roof/terrace of the Said Building / Said Complex. The Company reserves the right to deal with any part of the top roof/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes or to use the same for advertisement purposes and the Applicant agrees that he shall have no right to object or cause any hindrance to the same or make any claims on this account. The top roof/terrace shall always vest in the Company and the Company shall be the sole owner thereof.

(iv) The Applicant agrees and undertakes that he shall have no right to change the name of the Said Complex/Project and the name of the Said Complex/Project shall always be displayed over the top roof/terrace of the Said Building / Said Complex without any interruption of any kind whatsoever from the Applicant. The Applicant agrees and undertakes that he shall have no right to object or cause any hindrance to the same or make any claims on this account.

(v) The Applicant agrees that he shall not carry out any construction/modification in the Said Apartment/ Shop/ Unit or anywhere in the Said Building or Said Complex.

25. The Applicant further agrees and undertakes that he shall not display any signboard/name plate/neon light signs on the exterior of the Said Building/Tower or Said Complex or in the Common Areas. The Applicant further undertakes as follows:

(i) That he shall not change the colour scheme of the exteriors of the doors/windows.

(ii) That he shall not carry out any change in the exterior elevation or design of the Said Apartment/ Shop/ Unit.

(iii) That he shall not remove any wall of the Said Apartment/ Shop/ Unit.

(iv) That he shall not alter/shift any door's & window's from the actual position of the Said Apartment/Shop/Unit.

(v) That he shall not alter main plumbing systems which may lead to leakages or hindrances for other Applicants.

(vi) That he shall distribute the electrical load in the Said Apartment/ Shop/ Unit in compliance with the electrical system installed by the Company.

(vii) That he shall not do any acts or thing which may in any manner deface the front/back balcony or terrace of the Said Apartment/Shop/Unit or the facade of the Said Building e.g. covering/change/alter/modify the external façade in the front or other sides of the said Apartment/Shop/Unit (including design, elevation, paint, design of external rallying & grills of balconies, hanging/drying of clothes, hanging plants/flower pots outside the balconies and terraces.

(viii) That he shall not install any material/ roofing etc on the external side/ balconies of the said Apartment/Shop/Unit, and will keep the external façade of the Apartment unchanged and unaltered, so as to retain the uniform and same look of the whole Complex.

(ix) The welding of any kind is strictly prohibited in the Said Apartment/ Shop/ Unit/Said Building/Said Complex.

(x) That he shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Shop/Unit in the compound or any portion of the said land and the said project/building in which said Apartment/Shop/Unit is situated.

26. The Applicant agrees that he shall not fix/install the Air conditioners / Air Cooler or equipment of like nature, shoe racks, pots at any place other than the spaces earmarked for in the Said Apartment/ Shop/ Unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The Applicant shall further ensure that no water should drip from the Air Conditioners / Air Coolers or the like equipment in a way which may cause inconvenience to the occupants of other Apartments/Units in the Said Building / Said Complex.

27. The Applicant understands and agrees that he shall be solely responsible for maintaining the Said Apartment/ Shop/ Unit at his own costs, in good repair and condition and shall not do or cause to be done anything in or to the Said Apartment/ Shop/ Unit or to the Said Building / Said Complex which may be in violation of the applicable Laws and shall maintain the Said Apartment/ Shop/ Unit, its walls and partitions, pipes, appurtenances thereto in good and tenable condition and maintain the same in fit and proper conditions and ensure that the support, shelter etc. of the Said Apartment/ Shop/ Unit should not in any way be damaged or jeopardized. Any changes if so made, defect liability under the RERA will be become null and void.

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28. The Applicant agrees that he shall himself be responsible for insurance of the Said Apartment/ Shop/ Unit and the contents lying in it, after taking over possession / deemed possession of the same, at his own costs and expenses against the fire, earthquake etc.

29. The Applicant agrees and acknowledges that he shall be solely/jointly and severally responsible and liable for any loss or damage caused on account of the breach of the conditions mentioned herein.

30. The Applicant agrees that he shall strictly and meticulously remain bound by the terms and conditions contained in this Application and the terms and conditions as would be contained in the Allotment Letter. The Applicant agrees and confirms that in the event of rejection or cancellation of this Application or booking by the Company for any default of the Applicant including but not limited to as set out in this Application, whatsoever, except to claim for the refund of amount deposited as per clause # 14 of the application form.

31. (i) In case the Said Apartment/ Shop/ Unit is allotted to the Applicant by the Company, the Applicant agrees and undertakes to enter into and execute a Maintenance Agreement to be executed between the Applicant and the Maintenance Agency introduced and nominated by the Company on or before Notice for Fit-Out of the Said Apartment/ Shop/ Unit is given by the Company, for the maintenance facility and upkeep of the Common Areas and Facilities and common services in the Said Tower and Said Complex/Project and undertakes to pay the Interest Free Maintenance Security (IFMS) and advance Maintenance and other Charges determined and fixed by the Company. The Applicant agrees and undertakes that the Maintenance Charges shall be payable by the Applicant from the date of possession/ provisional possession of the Said Apartment/ Shop/ Unit and in the event of the Applicant failing to take possession/ provisional possession of the Said Apartment/ Shop/ Unit, once it is offered for possession/ provisional possession by the Company, the Applicant shall be deemed to have taken possession of the Said Apartment/ Shop/ Unit and shall be liable to pay Maintenance and other Charges commencing from the date of such deemed possession. The Applicant agrees and undertakes to take possession/ provisional possession of the Said Apartment/ Shop/ Unit Tower wise as and when the same is offered and also within the time stipulated by the Company in the concerned letter or notice by executing necessary conveyance deed/sale deed and/or indemnities, undertakings etc. It is also agreed that the Common Areas and Facilities in the Said Complex/Project including Club/Community Center, Swimming Pool/Water Bodies etc. shall become operational only after completion of the Said Complex/Project entirely.

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

(iii) The Applicant agrees and confirms that after execution of conveyance deed / sale deed, the Applicant shall permit the Company introduced and nominated Maintenance Agency or its representatives, when so required, to enter the Said Apartment/ Shop/ Unit for the purpose of performing installations, alterations, inspection or repairs to the mechanical or electrical services and generally such entry will be at a time convenient to the Maintenance Agency and Applicant but in case of emergency, such right of entry shall be immediate.

32. The Applicant agrees and understands that the terms and conditions of this Application and those of the Allotment Letter may be modified/amended in accordance with any directions/ orders or restrictions which may be passed or imposed by any Governmental Authority or Court of law having jurisdiction, in compliance with applicable laws and such modifications/amendments shall be binding upon the Applicant and the Company.

33. The Applicant agrees and undertakes that the Applicant shall use the Said Apartment/ Shop/ Unit for residential purpose only and shall not use or allow to be used the Said Apartment/ Shop/ Unit for any illegal or immoral purpose or for any activity that may cause nuisance to other Applicants/Applicants in the Said Building/Tower/ Complex/Project and agrees to indemnify and hold harmless the Company for any losses and/or damage caused on account of breach of the aforementioned conditions.

Signature of the Sole/First Applicant    Signature of the Second applicant    Signature of the Third applicant

34. The Applicant agrees and understands that any terms or conditions of this Application or Allotment Letter may be waived at any time by the Company at its sole discretion of which it is entitled to the benefit. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion. All remedies, either under this Application or Allotment Letter, or by law or otherwise afforded, will be cumulative and not alternative.

35. The Applicant agrees and understands that the Said Apartment/ Shop/ Unit is not permitted to be changed by the Applicant arbitrarily. However, the Company, in its sole discretion, may entertain the request of the Applicant for the change, subject to the availability of the Apartment/ Shop/ Unit in the desired category. The Applicant shall not challenge the picture/photographs of the Building, if any, appearing in the Application Form and/or the Specification Sheets.

36. The Applicant agrees and understands that after allotment of the Said Apartment/ Shop/ Unit, the Company may, in its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Applicant to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Company may impose and the Applicant shall obtain prior written permission from the Company before doing any such transaction of such substitution. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences/charges that may arise from such substitution. The original as well as substituted Applicant shall jointly and/or severally keep the Company fully indemnified and harmless in this regard. The Applicant understands and agrees that all the provisions contained in the Allotment Letter and the obligations arising there under in respect of the Said Apartment/ Shop/ Unit shall equally be applicable to and enforceable against any and all future nominees/assignees of the Said Apartment/ Shop/ Unit, as the said obligations go along with the Said Apartment/ Shop/ Unit for all intents and purposes, subject to the provisions mentioned herein above.

37. The Applicant agrees that the Applicant, who is Non Resident Indian / Foreign National of Indian origin, agrees that all remittances, for the acquisition/transfer of the Said Apartment/ Shop/ Unit shall be the sole responsibility of such Applicant and he shall comply with all the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rules and regulations of Reserve Bank of India or any other applicable law and provide the Company with such permission, approval etc. which would enable the Company to fulfill its obligations under the Application or Allotment Letter. In the event of Applicant's failure in this regard, the Applicant alone shall be liable for any action/proceeding(s) under Foreign Exchange Management Act, 1999 as amended from time to time and the rules and regulations of Reserve Bank of India or any other applicable law. The Applicant shall keep the Company fully indemnified and harmless in this regard. The Company shall have no responsibility in this regard.

38. The Applicant agrees and understands that the Applicant shall get his complete mailing address registered with the Company by mentioning the same in this Application and it shall be his responsibility to inform the Company in writing by Registered/Speed Post A.D. Letter about all or any subsequent changes, if any, failing which all communications/notices etc. sent by the Company at the first mailing address as mentioned by the Applicant in this Application or at the last known mailing address as informed by the Applicant, as the case may be, shall be deemed to have been received by the Applicant. In case of joint Applicants, all communications/notices shall be sent by the Company to the Applicant whose name appears first and at the mailing address given by him and this shall for all purposes be considered/deemed to have been received by all the Applicants and no separate communication shall be sent to the other joint Applicants. This is without prejudice to the stipulation that the Applicant shall have to strictly comply with the schedule of payment plan opted by him and the Applicant shall be fully and solely responsible for any default in payment and the consequences that might arise there from. The Applicant undertakes to abide by all the laws, rules and regulations relating to the Said Apartment/ Shop/ Unit and Said Building / Said Complex/Project.

39. The Applicant agrees and acknowledges that the Total Price of the Said Apartment/ Shop/ Unit is fair and acceptable to the Applicant. The Applicant further agrees and acknowledges that a similar Apartment/ Shop/ Unit may be/have been booked/sold/allotted/conveyed by the Company at a different price/consideration and the Applicant shall not raise any objection or claim in this regard.

Signature of the Sole/First Applicant    Signature of the Second applicant    Signature of the Third applicant

40. The Applicant agrees that in the event a cheque deposited with the Company by the Applicant towards any payment due to the Company is dishonored on technical ground, the Applicant shall replace the dishonored Cheque with a Demand Draft / Banker's Cheque within three (3) days of such dishonor along with dishonor charges, failing which this Application or booking or the Allotment Letter of Said Apartment/ Shop/ Unit, as the case may be, shall automatically stand rejected or cancelled, at the sole discretion of the Company without any prior intimation to the Applicant. Provided however that in the event a cheque is dishonored on the grounds of insufficient funds or stop payment, this Application or booking of the Said Apartment/ Shop/ Unit, as the case may be, shall automatically stand rejected or cancelled, at the sole discretion of the Company without any prior intimation to the Applicant. In both the cases of dishonor of cheque, whatsoever, except to claim for the refund of amount deposited as per clause # 14 of the application form.

41. The Applicant agrees that the Company shall have right to join as an affected party in any suit/complaint/proceeding filed before any appropriate Court/Forum by the Applicant, if the Company's rights under this Application or Allotment Letter are likely to be affected/prejudiced in any manner by the decision of the Court/Forum on such suit/complaint/proceeding. The Applicant agrees and undertakes to keep the Company fully informed at all times in this regard.

42. (i) The Applicant confirms that he has seen and accepted the Layout plan / Building plan of the Said Complex / Said Building and specifications, and also confirms that he has requested for booking of the Said Apartment/ Shop/ Unit with the specific knowledge that the Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit or as may be done by any Governmental Authority and the Applicant hereby gives his irrevocable consent to such variation/addition/deletion/alteration and modification.

(ii) The Applicant agrees that the Company shall have the full right to effect alterations in the Layout plan / Building plan of the Said Complex / Said Building, which may involve all or any of the changes, like change in the area or location or direction of the Said Apartment/ Shop/ Unit, change in its number, boundaries, change in floor-plan layout or any other changes and the Applicant shall have no objection to such alterations. The Company shall have the right to increase or decrease the number of Apartments/Units offered in the Said Building / Said Complex. The Company shall also have the right to withdraw the allotment of some of or all the Apartments/Units. The Applicant agrees and undertakes that if any change happens in the Super Area/ Carpet Area of the Said Apartment/ Shop/ Unit within the range of  $\pm 5\%$  (Five Percent), then the Applicant shall be under an obligation to accept the same and pay/receive the increase/decrease in the price of the Said Apartment/ Shop/ Unit accordingly without any objection. Such revised price will be applicable at the original rate per sq. ft. of Super Area/ Carpet Area at which the Said Apartment/ Shop/ Unit was booked by the Applicant. However, in case the variation exceeds  $\pm 5\%$  (Five Percent) of the Super Area/ Carpet Area and the same not being acceptable to the Applicant, in that eventuality the Applicant shall inform the Company in writing his objections to such variation within 30 (thirty) days from the date of receipt of information of such variation, failing which the Applicant shall be deemed to have given his consent to such variation and he shall pay/receive the increase/decrease in the price of the Said Apartment/ Shop/ Unit accordingly without any objection. In case the Applicant objects to such variation in writing within the said time limit of 30 (thirty) days and the Company decides to go ahead with such variation, then the Allotment Letter of the Said Apartment/ Shop/ Unit shall be deemed to be cancelled. In such eventuality, except to claim for the refund of amount deposited as per clause # 14 of the application form.

(iii) The Applicant understands and agrees that the layout plan of the Said Complex/Project may have in addition to residential area, commercial areas and independent areas and amenities, etc. However, this Application is confined and limited in its scope only to the booking of the Said Apartment/ Shop/ Unit in the Said Complex/Project. The area/boundary of the Said Land may be modified in future to the extent as may be required/desired by the Company and/or pursuant / consequent to any direction/ approval by any Governmental Authority.

43. (i) The Applicant agrees and acknowledges that the Company shall not be liable to perform any or all of its obligations during the subsistence of any Force Majeure circumstances and the time period required for performance of its obligations shall inevitably stand extended. The Applicant also agrees that if in the opinion of the Company, Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the Said Project in abeyance and cancel/amend/modify/vary the terms and conditions of this Application / booking / Allotment Letter and in case of cancellation of the Signature of the Sole/First Applicant Signature of the Second applicant Signature of the Third applicant



Application / booking / Allotment Letter, the Company shall be liable only to refund the entire amount received from the Applicant without any interest. In such eventuality, the Company shall refund 50% (fifty percent) of the amount of money paid by the Applicant within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment Letter without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation/rejection/ withdrawal of the allotment without any interest, whichever is earlier. The Company has explained and the Applicant has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Applicant shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/ Shop/ Unit in this Application, such refund amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant.

(ii) The Applicant understands and agrees that the Company may, in its sole discretion, suspend or terminate the Said Project or any part of the Said Project due to any Force Majeure circumstances or due to any other reason whatsoever and in such an eventuality, the Company shall be entitled to cancel the Application / booking / Allotment Letter of the Said Apartment/ Shop/ Unit and on such cancellation, the Company shall be liable only to refund the entire amount received from the Applicant without any interest. In such eventuality, the Company shall refund 50% (fifty percent) of the amount of money paid by the Applicant within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment Letter without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation/rejection/ withdrawal of the allotment without any interest, whichever is earlier. The Company has explained and the Applicant has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Applicant shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/ Shop/ Unit in this Application, such refund amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant.

44. (i) The Applicant agrees and acknowledges that the Company, based on its plans and estimates and subject to all just exceptions, shall endeavor to give Notice for Fit-Out of the Said Apartment/ Shop/ Unit to the Applicant within a period as would be mentioned in the Allotment Letter subject to the Company's entitlement for a grace period of additional 6 (six) months without any approval from the Applicant, which shall be subject to all just exceptions and shall also be subject to delay or failure due to Force Majeure conditions including but not limited to reasons mentioned herein or due to failure of the Applicant to pay in time the Total Price/Consideration and other charges and dues payable by him or any failure on the part of the Applicant to abide by all or any of the terms and conditions of this Application Form/Allotment Letter. The Fit-Out Period shall be for 3 (three) months as defined hereinbefore. It has been specifically explained by the Company and agreed by the Applicant that some Common Areas and Facilities in the Said Complex/Project including Club/Community Center, Swimming Pool/Water Bodies etc. shall become operational only after completion of the Said Project entirely.

(ii) The Company has explained and the Applicant has understood and agreed that he shall take possession of the Said Apartment/Shop/Unit tower wise as and when the same is offered and also within the time stipulated by the Company in the concerned letter or notice by executing necessary Conveyance / Sale Deed and/or indemnities, undertakings etc. In the event of Applicant(s) failure to take over possession of the Said Apartment/Shop/Unit due to some bonafide reasons, the Company may, on the written request of the Applicant, extend the time for taking over possession of the Said Apartment/Shop/Unit for a maximum period of six (6) months subject to the condition that the Applicant shall pay to the Company Holding Charges @ Rs. 2/- (Rupees Two Only) per sq.ft. of the Super Area of the Said Apartment/Shop/Unit (hereinafter "**Holding Charges**") per month for the entire period of such delay and the Company shall withhold conveyance or handing over for occupation and use of the Said Apartment/Shop/Unit until the entire Holding Charges with overdue interest, if any, equal to **MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1% unless provided under the Rules** per annum are fully paid by the Applicant to the Company. It is made clear and the Applicant(s) agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to (but in addition to) maintenance or any other charges as provided in the agreement. Here it is also clarified that limitation period will also start from the date of offer of possession. However provided that in case the Applicant fails to take over possession of the Said Apartment/Shop/Unit within the stipulated time or after

Signature of the Sole/First Applicant    Signature of the Second applicant    Signature of the Third applicant



the expiry of the said period of six (6) months, as the case may be, the Company shall have full right to cancel the Allotment Letter of the Said Apartment/Shop/Unit and on such cancellation, Earnest Money and Non-refundable Amount shall stand forfeited. In such eventuality, except to claim for the refund of amount deposited as per clause # 14 of the allotment letter.

(v) The Applicant agrees and undertakes that in the event the Notice for Fit-Out of the Said Apartment/ Shop/ Unit is delayed even after the expiry of the grace period as would be mentioned in the Allotment Letter, except for Force Majeure circumstances and the Applicant not being in default/breach of the terms and conditions set out in the Application and Allotment Letter including timely payment of installments, other charges and dues, the Company shall pay compensation/damages in the form of Interest equal to **MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1% unless provided under the Rules** per annum on the amount paid by the Applicant towards the cost/consideration of the Said Apartment/ Shop/ Unit excluding taxes and other charges for the period of delay after the expiry of the grace period till the date of Notice for Fit-Out to the Applicant whose name appears first in the Application and not to anyone else and all the Applicants duly agree for this. The Applicant agrees and confirms that the compensation/damages in the form of interest agreed herein are just and proper and the Applicant further agrees that he shall have no other rights or claims whatsoever under any circumstances and shall not claim any damages or compensation etc. of any kind whatsoever on any account. The adjustment of such compensation/damages in the form of interest shall be made only at the time of execution of Sale deed/conveyance deed of the Said Apartment/ Shop/ Unit.

(vi) The Applicant agrees and acknowledges that any delay on the part of the Statutory Authority / Governmental Authority in issuance of the completion certificate shall not be considered as any delay on the part of the Company. The date of applying for the completion certificate by the Company shall be presumed as the date of completion and the Company shall not be liable for any delay on any account whatsoever and the Applicant shall have no right to make any claim whatsoever for the delay.

(vii) The Applicant agrees and acknowledges that the compensation/damages in the form of interest stipulated hereinabove shall be payable to the Applicant only if the Applicant has made timely payment of all the due installments and other charges/dues as payable by him to the Company in terms of the payment schedule/plan stipulated in the Allotment Letter. It has been explicitly understood and agreed by the Applicant that in the event of his failure to make timely payment of any of the due installments or other charges/dues, the stipulation of payment of compensation/damages in the form of interest by the Company to the Applicant shall be deemed to have been waived off by the Applicant and the Applicant shall not be entitled to any compensation/damages in the form of interest. The payment of interest on the delayed installment(s)/charges shall not make the Applicant entitled for the above mentioned compensation/damages in the form of interest.

45. The Applicant agrees and acknowledges that this Application is purely on tentative basis and the Company may decide not to allot any or all the Apartments/Units in the Said Building / Said Complex or altogether decide to put at abeyance the Said Project itself, and the Applicant undertakes that he shall have no right to raise any dispute and claim any right, title, interest etc. on the acceptance of the Application and receipt of the Booking Amount or Earnest Money being received by the Company from the Applicant.

46. (i) The Applicant understands, agrees and undertakes that subject to other terms and conditions of this Application / Allotment Letter and after payment of the Total Price, Taxes, other charges and dues as per the Application / Allotment Letter, the Applicant shall be transferred/conveyed the Said Apartment/Shop/Unit alongwith undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the Common Areas of the Said Building or the Applicant shall be transferred/conveyed the Said Apartment/ Shop/ Unit in the Said Complex, including all easementary rights attached thereto alongwith rights of use of Common Areas and Facilities earmarked for common use for all occupants within the Said Complex. The Applicant requesting for the Said Apartment agrees and undertakes that he shall not be entitled to claim partition of his undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.

(ii) The Applicant understands, agrees and undertakes that except for the Said Apartment/ Shop/ Unit, along with all common easementary rights attached therewith, including undivided right of use of all Common Areas and Facilities and of ingress and egress over Common Areas within the Said Complex,  
Signature of the Sole/First Applicant    Signature of the Second applicant    Signature of the Third applicant

which may be within or outside the foot print of the Said Building, all rights and interests in all un-allotted / unsold areas in the Said Building / Said Complex, open spaces, roofs / terraces of Said Building, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the Company and the Company shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer or any other mode which the Company may deem fit in its sole discretion.

47. The Applicant agrees and acknowledges that upon execution of the Allotment Letter, the terms and conditions contained therein shall supersede the terms and conditions set out in this Application Form and/or any other document.

48. That it will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale/sub lease/ transfer/endorsement/assignment/change along with due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of administrative charges @ Rs. 100/- Sq.ft. (Rupees One Hundred Only) Per Sq.ft. + GST for the Super Area and the same shall be payable by such Applicant to the Company at the time of submitting application for such subsequent sale/sub lease transfer/endorsement/assignment/change in the name etc. However, the first subsequent sale/sub lease/ transfer/endorsement/assignment/ shall be done after receipt of 80% of the total sale consideration.

49. In case the Applicant desires for change in Plan/correction in Name of applicant/co-applicant after the allotment of the said Apartment/Shop/Unit at any stage, applicant shall pay Rs. 25,000/- (Rupees Twenty Five Thousand Only)+ applicable GST as file charges & administration charges. The GST as applicable at the relevant time shall be paid by the Applicant in addition to the Total Price/Consideration of Said Apartment/Shop/Unit.

50. The Applicant agrees that any or all disputes or differences arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms hereof and respective rights and obligations of the Applicant and the Company, shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Indian law of arbitration i.e. Arbitration and Conciliation Act, 1996 or any statutory amendments/modification thereof for the time being in force. The arbitration proceedings shall be held at Delhi in English language by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant hereby agrees and confirms that he shall have no objection to the appointment of the Arbitrator by the Company.

51. The Application Form shall be governed and construed in accordance with the laws of Republic of India with exclusive jurisdiction conferred on the courts at Delhi for all matters arising out of or touching and/or concerning this Application and/or the transaction contemplated herein.

#### **DECLARATION:**

I/We do hereby declare that I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We do hereby further declare that I/We have carefully read and understood all the contents of this Application from.

I/We do hereby declare that after giving such careful consideration to all facts, terms, conditions and representations and after obtaining independent legal advice on the same, I/We have now submitted this Application fully conscious of my/our liabilities and obligations including but not limited to as set out in the terms and conditions provided in this Application. I/We further undertake and assure the Company that in the event of rejection/cancellation of my/our Application / booking / Allotment Letter either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application, I/We shall be left with no right, title, interest or lien in any manner whatsoever on the Said Apartment/ Shop/ Unit applied for and/or finally allotted to me/us.

I/We, the undersigned Applicant(s), do hereby solemnly affirm and declare that the abovementioned particulars/information given by me/us are true and correct to the best of my/our knowledge, nothing stated therein is untrue and nothing material has been concealed there from.

Signature of the Sole/First Applicant    Signature of the Second applicant    Signature of the Third applicant

Yours Faithfully,

Date: .....

Place: .....

**FOR OFFICE USE ONLY**

Receiving Officer's Name.....Signature.....Date.....

1. Flat /Unit/ Apartment No.....Floor.....Block.....

2. Super Area: .....Sq.Ft.....Sq.Mt., Covered Area:.....Sq.Ft.....Sq.Mt.

3. Parking Type: .....

4. Total Cost of the Apartment/Shop/Unit: .....

5. Payment Plan: Construction Linked Plan.....

6. Payment received vide Cheque/DD/Pay order No. .... Dated ..... Drawn on ..... For  
Rs ..... Rupees .....

7. Booking Direct ..... Through Dealer/Broker.....

**8. Check list for receiving officer:**

Booking Amount by Cheque / Draft / Pay Order. (Out station cheques will not be acceptable).

Customer's Signature on all pages of the Application form

4 Photo's Each Applicant's

Copy of Pan Card / Undertaking Form No. 60.

Address Proof: Aadhar Card/Copy of Passport / Voter ID / Electricity Bill.

For Companies: Memorandum &amp; Articles of Association including Incorporation Certificate and certified copy of Board resolution.

For partnership firms: Firm Registration, Copy of Partnership Deed duly signed by all the Partners.

For Foreign Nationals of Indian origin: Passport Photocopy / Fund Form NRE / FCNR A/c.

Sales Head

VP Sales

Director Sales

Signature of the Sole/First Applicant    Signature of the Second applicant    Signature of the Third applicant