

APPLICATION FORM

Date :

To,
Wondrous Buildmart Private Limited
7th Floor, Tower B,
Plot No.8, Sector-127, Noida 201301.

Dear Sir,

I/We, the said "Applicant/s" herein say and declare as follows that:

- 1) New Okhla Industrial Area Development Authority ("NOIDA") invited tender bids for allotment of sport city plot no.SC-02 Sector 150, Noida admeasuring approx. 12,00,000 sq. mtrs (equivalent to 296 acres) ("**Sports City Plot**"). The tender was awarded under allotment-cum-reservation letter no. NOIDA/Commercial/2014/1498 dated 10 September, 2014 to Lotus Greens Constructions Pvt Ltd. ("**LGCPL**"). In furtherance to the above said allotment letter an area admeasuring 160 acres out of the Sports City Plot was sub-divided, being plot no.SC-02A Sector 150, Noida (hereinafter referred to as the '**Allotted Plot**').
- 2) NOIDA demised the Allotted Plot for developing a Sports City Project (herein "**Sport City Project**") on lease for a period of 90 years commencing from 19th December 2014 in favour of LGCPL as lessee thereof, by and under Lease Deed dated 19 December 2014, ('**December Lease Deed**') duly registered in the Office of the Sub-Registrar II, vide Book No.1, Document No.6486, Page No. 275 to 310 at Serial No.11297 dated 19th December 2014 and Lease Deed dated 8th May 2015, ('**May Lease Deed**') duly registered in the Office of the Sub-Registrar II, vide Book No.1, Document No.6710, Page No. 1 to 36 at Serial No.3176 on 11th May 2015. The December Lease Deed and May Lease Deed are together hereinafter referred to as the said "**Lease Deeds**".
- 3) LGCPL obtained permission from NOIDA under Letter No. NOIDA/Commercial/2016/471 dated 6th June 2016, for sub-lease in favour of the Wondrous Buildmart Private Limited [herein "**Promoter**"], an area of approx. 80,857 sq. mtrs being part of the said Sports City Plot/Allotted Plot, bearing new Plot No. SC-02/A9 Sector 150, NOIDA, District Gautambudh Nagar, Uttar Pradesh (hereinafter referred to as the '**said Larger Property**') more particularly described in the **Annexure B**.
- 4) Pursuant to the aforesaid permission, LGCPL sub-leased the said Larger Property by and under a Sub-Lease dated 15th June, 2016 duly registered on 17 June, 2016 in the office of Sub-Registrar II, Noida, vide Document No.6339, Book No.1, Volume No. 7882, Pages from 51 to 100, (hereinafter referred to as said "**Sub-Lease Deed**') to the Promoter. The said Sub-Lease Deed is confirmed by NOIDA under Letter No. NOIDA/Commercial/2016/566 dated 8 July 2016 and taken on record, for the purpose of construction and development of residential group housing complex forming part of the overall development of the Sport City Plot/Sports City Project. Currently, LGCPL and Eldeco Infrastructure & Properties Limited are the shareholders of the Promoter.
- 5) The Promoter intends to develop and is developing the said Larger Property as a residential project by optimum utilization of the floor area ration (F.A.R) together with the infrastructures and common areas and amenities thereof, in accordance with the applicable law, as a group housing complex.
- 6) The Applicant/s is/are aware that the Promoter is seized and possessed of said Larger Property.
- 7) The Promoter has also informed the Applicant/s that the Sports City Plot/ said Larger Property shall be developed by LCGPL in phase wise manner either itself or through its associate companies/other Promoters/promoters.

SOLE/ FIRST APPLICANT	SECOND APPLICANT
------------------------------	-------------------------

- 8) The Promoter is developing a group housing project/complex in the name of “**Eldeco Live by the Greens**” (**‘Project’**) on the said Larger Property. A copy of the authenticated approved plan of the said Larger Property delineated in bold boundary line is annexed hereto as **Annexure B**.
- 9) The Applicant/s is aware that the Promoter shall develop and complete the said Larger Property/Project in various phases. Currently, the Promoter has invited booking for the Phase I of the said Larger Property/Project, hereinafter referred to as the **‘Phase I Project’** more particularly demarcated in the plan annexed herewith as **Annexure B1** to be developed on the said Larger Property.
- 10) The Promoter has registered ‘Eldeco Live by the Greens Phase-1’ with the Uttar Pradesh Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration on 11.10.2017 vide registration bearing no. UPRERAPRJ15172.
- 11) The Applicant/s hereby applies for booking of a residential unit (hereinafter referred to as “**said Unit**”) for such Total Sale Consideration as specified in **Annexure D**.
- 12) The Allottees aware that certain portion of the said Larger Property admeasuring approx. 3819.95 Sq mtr., more particularly depicted in the plan annexed herewith as **Annexure B1** and defined therein as **‘Identified Area’**, shall be developed as common Sports City road and facility and all the allottees of the Sports City Project shall have usage right in this area.
- 13) The Phase I Project shall contain such towers (buildings) constructed/ to be constructed on the said Larger Property as mentioned in the **Annexure B1**.
- 14) The Applicant/s understand and agrees that it will be constructing and providing certain amenities in the Project out of which some amenities will be constructed and provided in Phase I Project (hereinafter referred to as “**Phase I Project Amenities**”) whereas balance amenities will be constructed and provided in other phases of the Project (hereinafter referred to as “**Balance Phases Project Amenities**”). The Phase I Project Amenities and Balance Phases Project Amenities are jointly referred to as **‘Project Amenities’**. It is clarified that all the Applicant/s of the said Larger Property/Project (including Phase I Project) shall be entitled to share and use the Project Amenities and common areas, greens and circulation spaces on/of the said Larger Property/Project. The list of Phase I Project Amenities and Balance Phases Project Amenities, are provided in **Annexure E (Part B)**.
- 15) The Applicant/s acknowledges that the Promoter will be developing two types of common areas and amenities in the Project/said Larger Property. *Type One*: Sports City Amenities namely the Cricket Field and Cricket Academy (hereinafter referred to as “**Sports City Amenities**”) and *Type Two* : Project Amenities. The list of such Project Amenities are listed out in **Annexure E (Part B)**. The Applicant/s understand and agrees that :
- (a) Sports City Amenities, as per the policy/guidelines of the Promoter, shall be available for use and enjoyment of all the allottees of the said Larger Property/ Project (including Phase I Project), Sports City Project and also to other third parties who are not allottees of the Sports City Project, on payment of its usage charges and on such terms and conditions as may be stipulated by the Promoter or its outsourced Maintenance Agency, from time to time.
- (b) Project Amenities shall be available for the exclusive use and enjoyment of the allottees of the said Larger Property/Project only on payment of its usage charges and on such terms and conditions as may be stipulated by the Promoter or its outsourced Maintenance Agency, from time to time.
- 16) The Applicant/s have demanded from the Promoter and the Promoter has given inspection to them and displayed at its offices all available approvals/permissions, including the approved layout plan and/ or building plan, the sanctioned plans, specifications of the common areas applicable to the said Unit. The list of such approvals, permissions are listed out in **Annexure C**.

SOLE/ FIRST APPLICANT

SECOND APPLICANT

- 17) The Applicant/s have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot the said Unit to the Applicant/s on the basis of such terms and conditions as contained herein.
- 18) At the time of submitting and executing this Application Form the Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule and other payment/charges related terms and conditions including but not limited to interest payable on delayed payments. The detailed payment schedule and list of other charges is provided in **Annexure D**.
- 19) The Applicant/s by signing this Application Form, do hereby accept and agree to abide by the terms & conditions as stipulated herein and also in **Annexure F**.
- 20) The Applicant/s understands and agrees that he/she shall execute and register the Agreement to Sub-lease within _____ days from the date of realization of the Application money/booking amount. In case the Allottee fails to execute and register the Agreement to Sub-lease as above due to any reason whatsoever then he/she shall be solely responsible for any penalty, consequences thereof.
- 21) The Applicant/s confirms that he/she/they have chosen to invest in the said Unit after exploring all other options of similar properties available with other promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the said Unit is suitable for his/her/their requirement and therefore he/she/they has voluntarily approached the Promoter for allotment of the said Unit in the Phase I Project.
- 22) The Applicant/s hereby give his/her/their consent to receiving marketing material correspondence, calls and SMS from the Promoter.
- 23) The Applicant agrees and undertakes that he/she/they shall not hold the Promoter and/ or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant/s nor make any claims/demands on the Promoter and/ or any of their sister concerns or affiliates with respect thereto.

SOLE/ FIRST APPLICANT

SECOND APPLICANT

FIRST APPLICANT		
1.	Name	: _____
2.	Son of / Daughter of / Wife of	: _____
3.	Date of Birth	: _____
4.	Marital Status:	: Single _____ Married _____
6.	Gender	: Male _____ Female _____ Other _____
7.	Nationality	: _____
8.	Occupation	: _____
9.	IT PAN No (Mandatory)	: _____
10.	Aadhar No.	: _____
11.	Residential Status[#]	: Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ : Overseas Citizen of India (OCI) _____
12.	Phone	: (Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	Email ID	: _____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14.	Correspondence Address	: _____
15.	Permanent Address	: _____ Tick if same as Correspondence address
16.	Company Name & Address	: _____

SOLE/ FIRST APPLICANT

SECOND APPLICANT

SECOND/JOINT APPLICANT		
1.	Name	:
2.	Son of / Daughter of / Wife of	:
3.	Date of Birth	:
4.	Marital Status:	: Single _____ Married _____
6.	Gender	: Male _____ Female _____ Other _____
7.	Nationality	:
8.	Occupation	:
9.	IT PAN No (Mandatory)	:
10.	Aadhar No.	:
11.	Residential Status [#]	: Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____
12.	Phone	: (Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	Email ID	: _____ @ _____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14.	Correspondence Address	:
15.	Permanent Address	: _____ Tick if same as Correspondence address
16.	Company Name & Address	:

SOLE/ FIRST APPLICANT

SECOND APPLICANT

Sr. no.	COMPANY AS AN APPLICANT	
1.	Name of Company: Public/Private/Limited/Listed	:
2.	Date of incorporation	:
3.	Correspondence Address	:
4.	Registered Address	:
		Tick if same as correspondence address
5.	Name of the authorised contact: person	:
6.	Phone	:
	Fax	:
		(Work) (Mobile)
7.	Email	:
		_____ @ _____ _____
		I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
8.	Company PAN Card	:
	(Mandatory)	
9.	Corporate Identification Number (CIN)	:
10.	Director Identification Number (DIN)	:

The Applicant/s shall mean and include his/her/their/heirs, executors, administrators, successors and legal representatives. In case of joint Applicant/s all communications shall be sent by the Promoter to the Applicant/s whose name appears first and at the address as given in the Application Form which shall for all intents and purposes be considered as properly served on all the Applicant/s.

In case of more than one joint applicant, please use extra the sheet enclosed herewith at the end of the docket.

Bank account details for refund [in case of non-allotment of the said Unit or any other reason]

Name of account holder: _____

Bank account number: _____ Bank name: _____ Branch location: _____

City: _____ MICR Code: _____ IFSC Code: _____

SOLE/ FIRST APPLICANT

SECOND APPLICANT

SECOND APPLICANT

Annexure A

Details of the said Unit	Unit No.	
Building Name / Number		
Carpet Area of the said Unit¹ (in sq. mtr and sq. ft)		
Exclusive Balcony / Verandah Area² (in sq. mtr and sq. ft) [if applicable]		
Exclusive Open Terrace Area³ (in sq. mtr and sq. ft) [if applicable]		
Car Parking Spaces	Location	Number
Source of Booking	Direct Channel Partner Sub Source:	
Real Estate Agent name (if applicable) and RERA Registration no	a) Name of Entity:- _____ b) Seal c) RERA Registration Number _____	
Construction Linked / Any Scheme		
Details of such Scheme (if any)		
Subvention/ Benefit/ Discount provided (if any)		
Date of offer of Possession^{##}		
Payment Schedule	Annexure D	
Deposit, outgoings and other charges	Annexure D	
Details of payment of Initial token amount		

^{*}Area measurement is approximate and subject to variation.

¹"Carpet Area" means the net usable floor area of said 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 Unit.

²"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of said Unit, meant for the exclusive use of the Applicant/s .

³"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the said Unit, meant for the exclusive use of the Applicant/s .

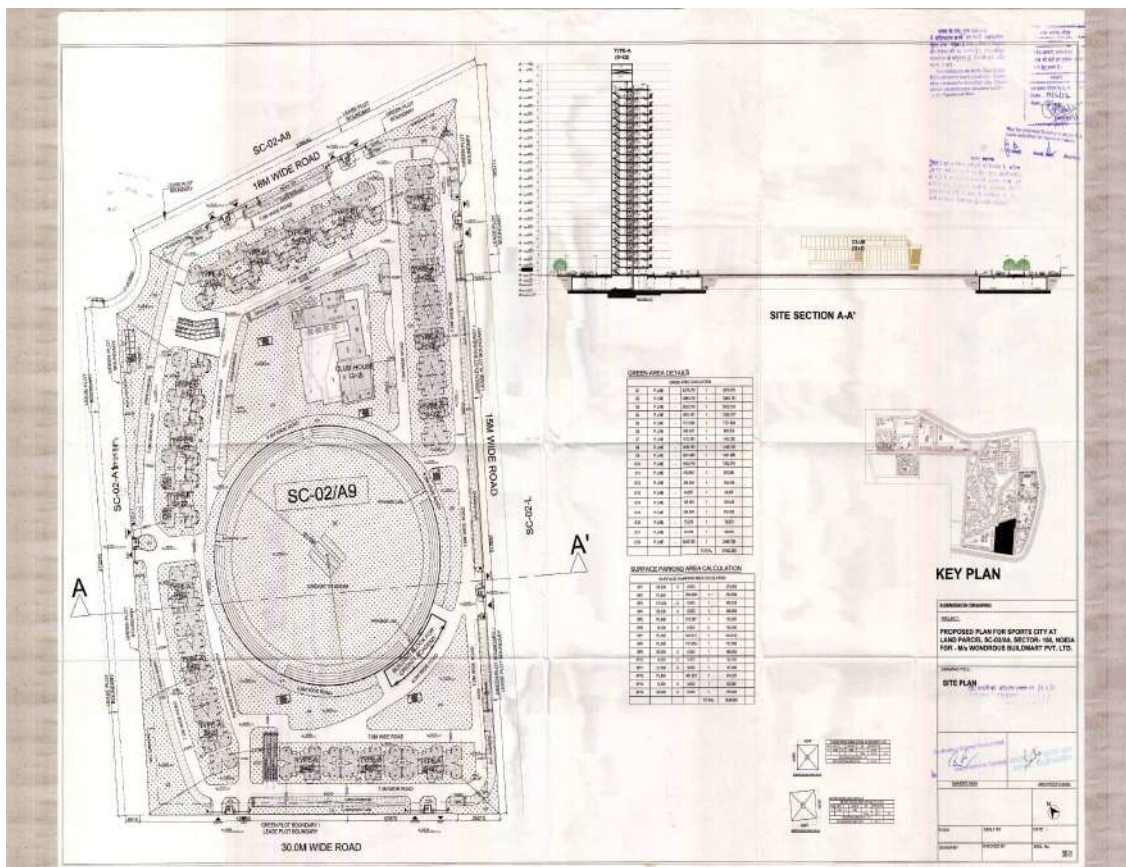
^{##} Subject to terms and condition mentioned in this Application Form.

SOLE/ FIRST APPLICANT

SECOND APPLICANT

SECOND APPLICANT

**ANNEXURE –B
APPROVED PLAN OF THE SAID LARGER PROPERTY/PROJECT**



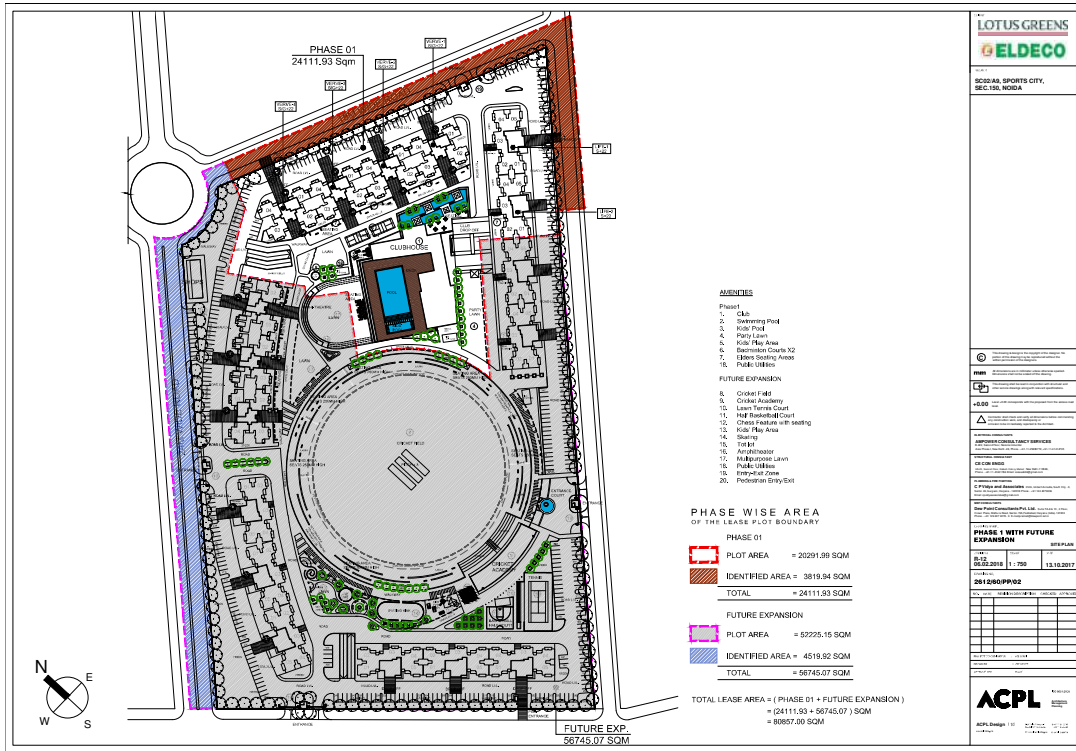
SOLE/ FIRST APPLICANT

SECOND APPLICANT

SECOND APPLICANT

ANNEXURE – B 1

PLAN OF PHASE 1 PROJECT



Tower type	Floor	Stilt	Basement	No. of Towers
Life	S+22	1	1	2
Verve	S/G+22	1	1	4
Club	G+2			

SOLE/ FIRST APPLICANT

SECOND APPLICANT

ANNEXURE C

List of Permissions and Approvals

Sr. No.	List of approvals	Date
1.	<u>Approval of Building Plans</u> from Noida	10th March, 2017
2.	<u>NOC for height clearance</u> from Airport Authority of India	13th February, 2017
3.	Fire NOC	25th October, 2016
4.	RERA Registration Number and all RERA details	Registration no. UPRERAPRJ15172 validity upto 31-12-2024 Web link: http://www.up-rera.in

SOLE/ FIRST APPLICANT

--

SECOND APPLICANT

ANNEXURE D

TOTAL SALE CONSIDERATION AND PAYMENT SCHEDULE

Total Sale Consideration

Particulars	Amount (in Rs.)
Basic Sale Price of the said Unit	
Cost of Additional Car Parking Space (if opted) Car Parking No.	
Total Sale Consideration Payable	

Please note that the following charges to be paid before possession of the said Unit**A. Charges/Security**

1. Interest Free Maintenance Security (IFMS) @ Rs. 25000/- for 2 BHK and Rs. 30,000/- for 3 BHK
2. 12 Months indicative Advance Maintenance Charges@ Rs. per sq. ft./p.m. of Carpet Area of said Unit alongwith 24 Post dated cheques/ACH (for month 13 to month 36). Please note that the above indicative maintenance charges has been derived on the basis of cost as on March, 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the said Unit, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes.
3. In addition to above, Holding charges @ Rs 5/- per sq ft. per month of the Carpet Area of said Unit (if applicable).

B. Lease Rent

It is clarified that the Promoter/ Association of Allottees (AAO) will pay the Lease Rent to NOIDA @2.5% per annum of the land premium of the said Larger Property on annual basis or One time lease rent as per prevailing NOIDA norms. The Promoter/AAO shall proportionately recover the lease rent from the Allottee on the basis of actual payment made by the Promoter to NOIDA annually or at the time of offer of possession of the said Unit.

SOLE/ FIRST APPLICANT

SECOND APPLICANT

Payment Schedule

<u>Special Payment Plan (SPP)</u>		<u>Subvention Payment Plan A</u>	
Milestones	To be paid by Applicant/s	Milestones	Demand
At the time of Booking	10% of BSP	At the time of Booking	10% of BSP
		Within 60 days of Booking	10% of BSP
Within 60 days of Booking	10% of BSP	Within 120 days of Booking	10% of BSP
		On Completion of Basement Roof slab	10% of BSP
On the completion of Ground floor slab	20% of BSP	On Completion of 6th floor slab	10% of BSP
		On Completion of 12th floor slab	10% of BSP
On Completion of Structure	20% of BSP	On Completion of 18th floor slab	10% of BSP
		On Completion of Top floor slab	10% of BSP
On Completion of External Plaster	20% of BSP	On Completion of Brickwork	5% of BSP
		On Completion of External plaster	5% of BSP
On Offer of Possession	20% along with the additional/ other charges	On Offer of possession	10% of BSP

- BSP: Basic Sale Price

Payment Schedule	
Initial token amount / Application Money	
Payments to be made in favour of	Bank Account Name: Bank Name : Bank Account No. : IFSC code :
Interest for delayed payments	10% per annum or as per Applicable Laws

NOTE:

1. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter.
2. In the event the Applicant/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @10% per annum from the date such amounts fall due till realization of payments by the Promoter.

SOLE/ FIRST APPLICANT	
------------------------------	--

SECOND APPLICANT

3. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, external development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the said Unit/Project and/or the transaction contemplated herein and/or in respect of the Total Sale Consideration and/or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicant/s. The Applicant/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of his/her/their failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
4. The Applicant/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter with respect to formation of Association/Apex Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sub lease deed etc.
5. The Applicant/s shall pay all charges and expenses including but not limited to stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement to Sub Lease and Sub-lease Deed of the said Unit to Applicant/s/Allottee and Sub-lease Deed of the common areas to Association and Apex Association (as the case may be), shall be payable by the Applicant/s.
6. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demanded by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant/s.

SOLE/ FIRST APPLICANT

SECOND APPLICANT

ANNEXURE E

• PART A- SPECIFICATIONS FOR THE SAID UNIT*

Finishes	
External Wall Finish	Texture paint
Internal Wall Finish	Oil Bound Distemper (OBD) on walls and ceiling
Internal plaster	Cement plaster and / or Gypsum plaster on Walls& Ceiling
Bedroom and Living Room Flooring	Vitrified tiles
Internal doors	Hard wood door frame with flush shutter in teak finish/ paint /skin or Skin Moulded doors in enamel Paint
External doors/windows	Powder Coated/Anodized Aluminum/UPVC with plain /toughened glass.
Hardware	Handles and fittings
Electrical	Modular switches and sockets, copper wiring. (Fittings like fans, geysers, ACs, light fixtures, appliances etc. not provided)
Kitchen	
Walls	2 feet dado in Ceramic tiles above counter and rest Oil Bound Distemper (OBD)
Flooring	Ceramic/Vitrified tiles
Counter	Granite or equivalent counter without woodwork
Fittings and Fixtures	C.P. Fittings Single bowl sink with drain board of stainless steel
Toilet	
Walls	Ceramic tiles / Vitrified Tiles up to 7 feet
Flooring	Ceramic tiles / Vitrified Tiles
Ceiling	Grid False ceiling with silicate sheet
Fittings & Fixtures	C.P. Fittings English type WC and wash basin in white shade
Balcony/verandah	
Flooring	Ceramic tiles
Ceiling and Walls	Texture/External paint
Railing	M S Railing
Common Staircase &Corridor	
Corridors/ Lobby – flooring	Ceramic Tiles /Vitrified Tiles / Kota Stone
SOLE/ FIRST APPLICANT	SECOND APPLICANT

SECOND APPLICANT

Corridors/ Lobby/ Ceiling& Walls	Oil Bound Distemper (OBD)
Main & Fire Staircase	Ceramic Tiles/Vitrified tiles/ Kota Stone
Railing	M S Railing
Structure	
Structure	RCC frame structure

Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Developer, shall not be held liable in any manner whatsoever, for the same.

**For technical reasons or unavailability, equivalent materials may be used in place of the materials specified above.*

ANNEXURE F

• PART B - PHASE 1 PROJECT AMENITIES*

(TO BE SHARED BY ALL PHASES OF THE SAID LARGER PROPERTY)

Sl. No.	List of Amenities and Specifications for the Project	Stage wise time schedule of completion
1	Club	Same as completion date of Phase I
2	Swimming Pool	Same as completion date of Phase I
3	Kids' Pool	Same as completion date of Phase I
4	Party Lawn	Same as completion date of Phase I
5	Kid's Play Area	Same as completion date of Phase I
6	Badminton Courts X 2	Same as completion date of Phase I
7	Elder's Seating Areas	Same as completion date of Phase I

SOLE/ FIRST APPLICANT

SECOND APPLICANT

BALANCE PHASES PROJECT AMENITIES*
(TO BE SHARED BY ALL PHASES OF THE SAID LARGER PROPERTY)

Sl. No.	List of Amenities and Specifications for the Project	Stage wise time schedule of completion
1	Cricket Field	Same as Possession Date of the last phase of the Said Larger Property
2	Cricket Academy	Same as Possession Date of the last phase of the Said Larger Property
3	Lawn Tennis Court	Same as Possession Date of the last phase of the Said Larger Property
4	Half Basketball Court	Same as Possession Date of the last phase of the Said Larger Property
5	Chess feature with seating	Same as Possession Date of the last phase of the Said Larger Property
6	Kids' Play Area	Same as Possession Date of the last phase of the Said Larger Property
7	Skating	Same as Possession Date of the last phase of the Said Larger Property
8	Tot lot	Same as Possession Date of the last phase of the Said Larger Property
9	Amphitheatre	Same as Possession Date of the last phase of the Said Larger Property
10	Multipurpose Lawn	Same as Possession Date of the last phase of the Said Larger Property

**Phase I Project Amenities and Balance Phases Project Amenities are jointly referred to as 'Project Amenities'*

- Power Backup : 2 KVA for 2 BHK and 3 KVA for 3 BHK apartments
- BHK: Bedroom Hall Kitchen

SOLE/ FIRST APPLICANT

ANNEXURE F**TERMS AND CONDITIONS****A. APPLICATION TERMS AND CONDITIONS****1. ELIGIBILITY FOR APPLICATION**

- (i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian (if possible under applicable law), whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required to be eligible to apply). Joint application by natural persons are only permitted.
- (ii) The Applicant/s is/are required to keep the Promoter promptly informed of any changes of their residence status in writing supported by necessary document. The Applicant/s have to provide his/her / their/its e-mail Id and contact number to the customer care team of the Promoter with reference of customer ID mentioned in this Application Form.
- (iii) The Applicant/s, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other statutory provisions as laid down and notified by the Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment/s for acquisitions of immovable property in India. In case of NRI, PIO and OCI, refunds if any, shall, be made in Indian Rupees and the necessary permissions shall be obtained by such NRI or PIO or OCI at their costs. In case any such permission is refused or subsequently found lacking by any statutory authority, the amount paid towards booking and further consideration will be returned without interest by the Promoter (excluding taxes), subject to deduction of Rs.10,000/- (Rupees Ten Thousand only) as an administrative charges, only if the cancellation is prior to the execution of the Agreement for Sale/ Sub-lease and the Promoter will not be liable in any manner on such account.
- (iv) The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from the appropriate authorities for the purchase of the said Unit and the Promoter shall not be responsible for the same. The Applicant/s shall keep the Promoter informed about the status of the requisite permissions. The allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and taxes shall stand forfeited and further consideration will be returned by the Promoter as per rules without interest. Further, the allotment shall stand cancelled forthwith and the Promoter will not be liable in any manner on such account. The Applicant/s shall cease to have any right, title and / or interest in the said Unit.
- (v) The Applicant/s hereby undertakes that he/she/it shall abide by all the laws, rules and regulations and terms and conditions of the concerned authorities and/or of the State Government, the Local Bodies and/or other authorities applicable to the said Larger Property and/ or the Phase I Project/Project.

2. APPLICATION PROCEDURE

- (i) The completed Application Form shall be duly signed by the Applicant/s and submitted together with the Cheque / Demand Draft / Pay Order/authorized Electronic transfer in favour of such account as mentioned in Annexure D alongwith the amount of Application Money as shown in Annexure D. The payment from NRI/PIO shall be received either by RTGS or NRE/NRI/NRO account cheque only.
- (ii) If any of the cheques submitted by the Applicant/s to the Promoter is dishonoured for any

SOLE/ FIRST APPLICANT	
------------------------------	--

reasons, then the Promoter shall intimate the Applicant/s of the dishonour of the Cheque and the Applicant/s would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the dishonour Charges of Rs. 5000/- (Rupees Five Thousand only)(for each dis-honour). In the event of dishonor of any payment cheque the Promoter has no obligation to return the original dishonored cheque.

- (iii) In the event any outstanding amount is not paid within 90 days then the Promoter shall be fully entitled, at its sole discretion, to terminate the Application Form and to forfeit the Booking Amount along with the Non-Refundable Amount [*defined hereinafter*] out of the total amounts paid by the Allottee to the Promoter till that date and the balance money (if any) will be refunded by Promoter as per the provisions herein, without any interest or any compensation for any consequences thereof, and the Allottee shall have no other claim whatsoever against Promoter.
- (iv) The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and continue to appear as outstanding against the said Unit. The Promoter shall accept payments towards Total Sale Consideration from the account(s) of the Applicant/s and/ or Joint Applicant/s only. If any payments of installments are made by any third party by or on behalf of the Applicant/s, the Promoter shall not be responsible towards any such third party and such third party shall not have any right in said Unit. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Applicant/s account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Applicant/s.
- (v) The Applicant/s is aware that the Applicant/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Applicant/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- (vi) The allotment shall be done as per the procedure of the Promoter. The Applicant/s shall be referred to as "Allottee" for all purposes, when the said Unit is allotted by the Promoter.

3. WITHDRAWAL OF APPLICATION AND CANCELLATION

- (i) If the Applicant/s wish to withdraw his/her/their Application Form prior to the allotment of the said Unit or within 15 days of the date of Application Form, whichever is earlier, then the Promoter shall refund the Application Money without any interest within 45 (forty five) days of rebooking of the said Unit, subject to the terms mentioned herein. Taxes, cess, levies, charges etc. paid on such Application Money shall not be refunded to the Applicant/s.

B. TERMS AND CONDITION OF ALLOTMENT/AGREEMENT TO SUB LEASE ("AGREEMENT")

1. DEFINITIONS

Defined Term	Definition
Act	shall means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
Apartment Act	shall mean the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and rules made thereunder.
Applicable Laws	shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction,

SOLE/ FIRST APPLICANT

	judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of Application Form or thereafter.
Approvals	shall mean and include any permit, permissions, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project.
Non-Refundable Amount	shall collectively mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement to Sub Lease, if Agreement to Sub Lease is registered and (v) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank (vi) administrative charges as per company policy; (vii) any other taxes, charges and fees payable by the Promoter to the government authorities included but not restricted to the Pass Through Charges [defined hereinafter].
Competent Authority	any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the said Larger Property and/or the Project.
Common Areas and Facilities	such areas and facilities in the Project which are meant for common use, enjoyment and access of the sub-lessees at the Project, (but excludes areas therein which are to be reserved / restricted for any other allottee / sub-lessee / right-holder at the Project or otherwise transferable by the Promoter to any person).
Cost of Property	shall mean the said amount mentioned in Annexure D .
Earnest Money/ Booking Amount	10% of the Cost of Property shall be construed as earnest money
Final Finishing	shall mean final coat of the paint of the said Unit, installation of toilets fixtures and fittings, door handles and final cleaning of the said Unit
Force Majeure Events	shall mean (a) flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the Project and/ or (b) war, civil commotion or act of God; (c) any notice, order, rule, notification of the Government and/or other public or competent authority/court; (d) non availability of the materials; and (e) disruption by farmers or any civic unrest.
Government	shall mean the Government of Uttar Pradesh or any relevant Government.
Hazard	shall mean an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.
Pass Through Charges	shall mean all charges, fees, taxes/duties, impositions as may be levied by the Competent Authority, such as, lease rent, interest free maintenance security, meter charges, GST, property tax, land under construction tax, krishi kalyan cess, swachh bharat cess, or any future increase thereof or imposition by Competent Authority.
Regulations	shall mean means the Regulations made under the Real Estate (Regulation and Development Act, 2016
Rules	shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.

SOLE/ FIRST APPLICANT	
-----------------------	--

2. TERMS:

Subject to the terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Unit.

- 2.1 The Total Sale Consideration of the said Unit, other charges, payable by the Allottee for transfer of the said Unit in his/her/its favour and token amount/application money already paid by the Allottee at the time of signing of the Application Form are mentioned in Annexure D hereto.

Explanation:

- (i) The Total Sale Consideration as mentioned in Annexure D includes the application money/booking amount paid by the Allottee to the Promoter towards the said Unit;
- (ii) The Total Sale Consideration as mentioned in Annexure D does not include (i) goods and services tax, land under construction tax, property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of said Unit (ii) cost of running, maintenance and operation of Common Areas and Facilities; or (iii) for any rights over the convenience stores, shops, kiosks, conveniences, recreational activities, additional fire safety measures etc. (except for a right to use on such terms and conditions as may be prescribed by the Promoter which shall be uniformly applicable for all allottee/ sub-lessee/ right-holder at the Project); or (iv) for any rights over areas reserved/ restricted for any other allottee/ right-holder at the Project; or (v) for any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws.

Provided that, in case there is any change / modification in the taxes/ charges/ Pass Through Charges /fees/ levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification;

- (iii) The Promoter has made it specifically clear to the Allottee that in the Cost of the Property charges for individual electricity connection/ meter charges, water charges, sewerage connection charges, FTTH/ FTTF/ FTTB Infrastructure Charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in securities of water, electricity etc., any new infrastructure augmentation charges and increase thereof for bulk supply of electrical energy and all / any other charges are not included and the actual/ proportionate amount towards the same shall be additionally payable by the Allottee on or before the offer of possession of the said Unit.
- (iv) The Allottee shall also be liable to bear and pay all present and future applicable Pass Through Charges and/or any increase thereto, either prospectively or retrospectively and/or by virtue of court order or applicable laws, which may be imposed by the Competent Authority, as and when demanded by the Promoter.
- (v) The Allottee shall in time bound manner make the payment payable by him/her and as stated in **Annexure D** without any need of any demand letter and/or reminder from the Promoter. In addition, the Promoter shall provide to the Allottee the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.

- 2.2 The benefit of input tax credit as stated under section 171 of The Central Goods and Service Tax Act, 2017 had been considered in the Total Sale Consideration of the said Unit. The quantum of

SOLE/ FIRST APPLICANT

duties and taxes has been calculated accordingly. The Allottee has understood the same and shall not raise any objection in this regard.

- 2.3 The Total Sale Consideration is escalation-free, save and except the charges which the Allottee agrees to pay and stated herein and escalations/increases/impositions due to increase carpet area of the said Unit, increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ local bodies/Government from time to time, including but not limited to EDC, IDC, premium/s and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the Competent Authority/ local bodies/Government, any enhancement of lease premium or lease rent or enhanced compensation payable to erstwhile land owners under the land acquisition proceedings (“**Additional Charges**”) and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time.
- 2.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a rate to the Promoter for the period by which the respective installment has been advanced. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter provided that the Allottee complies with the terms of the Agreement.
- 2.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans & layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein at Annexure E in respect of the said Unit without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 2.6 The Promoter shall conform to the final carpet area of the said Unit allotted to the Allottee after the construction of the building is complete by furnishing details of the changes if any in the carpet area. The Total Sale Consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in carpet area then the Promoter adjust the excess money paid by Allottee as per the next milestone of the Payment Plan as provided in **Annexure D**. If there is an increase in the carpet area of said Unit, allotted to Allottee the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in **Annexure D**. All these monetary adjustments shall be made at the same rate per square meter/foot.
- 2.7 Subject to Para 7 (c) the Promoter agrees and acknowledges that, the Allottee shall have the right to the said Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Unit.
- (ii) The Allottee shall also have undivided proportionate share in Common Areas & Facilities. Since the share/interest of Allottee in common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the Competent Authority or upon deemed completion as the case may be, as provided in the Act.

SOLE/ FIRST APPLICANT

(iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his /her said Unit. The Promoter discourages such kind of visit by the Allottee and his/her family members due to the risks involved at construction site. If at all the Allottee decides to visit the site, he/she shall only do so after intimating the Promoter or its site engineer and after taking due care and proper safety measures at his/ her own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the Allottee and his/her accompanying persons while visiting the site.

2.8 It is made clear by the Promoter and the Allottee agrees that the said Unit along with allocated car Parking shall be treated as a single indivisible unit for all purposes. The Allottee is aware that the allocated Car Parking Space cannot be dealt otherwise by the Allottee independently of the said Unit. The said Unit along with the Car Parking Space shall be treated as a single indivisible unit for all purposes including but not limited for the purposes of the Apartment Ownership Act. As the Car Parking Space is an integral and indivisible part of the said Unit, the Allottee undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the said Unit.

2.9 The Allottee understands and agrees that for better governance and management of open parking area/s and to avoid any confusion among the allottee/s, the Promoter had allocated and will allocate the open parking/bay to certain allottee/s only to the exclusion of others buyer/s of the Project. The Allottee hereby acknowledges that the open parking arrangement is beneficial for all the residents of the Project including himself/herself and as such he/she irrevocably consents (i) not to randomly park his/her vehicle/s in the common area/s of the Project or the parking space/bay allocated to other allottee/s of the Project (ii) to park his/her vehicle only in the space allocated to him/her.

2.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the said Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liabilities, mortgage loan and interest thereon before transferring the said Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the said Unit to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

2.11 The Allottee has paid a sum of Rs. (Rupees..... only) towards the booking amount being part payment towards the Total Sale consideration of the said Unit at the time of Application Form the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Sale consideration of the said Unit as prescribed in the Payment Plan [**Annexure D**] without any need of any demand letter and/or reminder from the Promoter.:

Provided that if the Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the interest rate as prescribed in **Annexure D**.

3. MODE OF PAYMENT:

SOLE/ FIRST APPLICANT

3.1 Subject to the terms of Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments within the stipulated time as mentioned in the Payment Plan [Annexure D] through A/c Payee cheque/ demand draft/ bankers cheque in favour of “**Wondrous Buildmart Private Ltd**”.

3.2 The Allottee agrees that the payment shall be considered received when it actually gets credited to the bank account of the Promoter. If any of the cheques submitted by the Allottee to the Promoter is dishonoured for any reasons, then the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of **Rs. 5000/- (Rupees Five Thousand only)**(for each dis-honour). In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

4.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4.2 The Promoter accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the Agreement / said Unit in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

5.1 The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Unit in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her payments in any manner. It is clarified that all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments, thereafter, towards the interest levied on the previous pending installment (if

SOLE/ FIRST APPLICANT

any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

6. TIME IS ESSENCE:

6.1 The Promoter shall abide by the time schedule for completing the Phase I Project/Project as disclosed at the time of registration of the Project with the Authority and towards offering the said Unit to the Allottee, subject to Force Majeure Events and reasons beyond the control of the Promoter.

7. CONSTRUCTION OF THE PROJECT/SAID UNIT:

7.1 The Allottee has seen the layout plan, specifications, amenities and facilities of the said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Phase 1 Project/Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authority and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the Government and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

8. POSSESSION OF THE SAID UNIT AND COMPENSATION

(i) Schedule for possession of the said Unit:

- a. The Promoter agrees and understands that timely offer of possession of the said Unit is the essence of the Agreement. The Promoter shall endeavor to offer possession of the said Unit to the Allottee on or before the date specified in **Annexure A** (“**Date of offer of Possession**”). The Date of offer of Possession shall be subject to the provisions of the Agreement and also subject to Force Majeure Events and the reasons beyond the control of the Promoter.
- b. In the event the possession of the said Unit is delayed beyond the date as agreed hereinabove *interalia* for any reason, the Promoter shall be entitled to extension of 12 [twelve] months (“**Extended Duration**”) for handover of possession and completion of construction.
- c. In case the Promoter is forced to discontinue the construction of the said Unit and/ or Phase I (entire or part) due to Force Majeure Events and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Allottee without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the Application/Agreement.

SOLE/ FIRST APPLICANT

(ii) Procedure for taking possession :

The Promoter upon completion of construction of the said Unit shall issue written Offer of Possession/Final Demand Notice (herein '**Offer Letter**') to the Allottee. The Allottee on issuance of Offer Letter shall make payments as per the Offer Letter and take possession within such period as may be mentioned in the Offer Letter. The Allottee shall before taking over the possession of the said Unit clear all outstanding dues and amounts as mentioned in Annexure D and also pay the applicable GST and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the said Unit. It clarified that the Final Finishing of the said Unit may be pending on the date of Offer Letter, which will be done within 60 days of receipt of all dues, charges, amounts, taxes etc. by the Promoter.

(iii) Failure of Allottee to take Possession

- a. The Allottee in case fails to take possession of the said Unit within such date as mentioned in the Offer Letter, then said Unit shall lie at the risk and cost of the Allottee and the possession of the said Unit shall be deemed to have taken by the Allottee on the expiry of date stipulated in the Offer Letter. The maintenance charges shall commence from the CAM Commencement Date, (defined hereinafter). It is clarified that in case Allottee fails to clear dues and take possession then:

- CAM, Holding Charges shall be payable by the Allottee from the CAM Commencement Date

- Promoter shall have the option not to undertake Final Finishing and handover the said Unit without Final Finishing in case the Allottee fails to clear dues or take possession within six months from the date of Offer Letter. However, in such a case the cost credit, (as per Promoter's estimation, which is final and binding) for the items not so executed for Final Finishing will be given to the Allottee or adjusted against the unpaid amount. It is clarified that in case Final Finishing is already done by the Promoter then the Promoter shall not be required to do it again when the Allottee finally comes forward to take possession of the said Unit.

- b. The Allottee in addition to payment of interest for delayed payments, if any, shall be liable to pay Holding Charges as specified in Annexure D from CAM Commencement Date till the Allottee takes actual possession of the said Unit. During the period of the said delay by the Allottee, the said Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition of material/ fixtures.

- (iv) **Possession by the Allottee:** The Allottee upon receiving Offer Letter shall take possession of the said Unit from the Promoter within period stipulated by executing necessary indemnities, undertakings and such other documentation as prescribed in this regard and the Promoter shall thereafter give possession of the said Unit to the Allottee .

(v) Cancellation by Allottee –

- a. In case Allottee wishes to withdraw/cancel the Agreement /allotment of the said Unit then the Promoter shall refund all such amounts paid by the Allottee till the date of cancellation without interest subject to forfeiture of Earnest Money along with Non Refundable Amount. The

SOLE/ FIRST APPLICANT

Promoter shall upon cancellation as aforesaid, refund the balance amount (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the said Unit, either by way of (i) personal hand delivery of cheque(s) to the Allottee, or (ii) courier of cheque(s) to the Allottee at the aforementioned address mentioned in the Application/ Agreement, or (iii) by any other means as the Promoter may deem fit. In the event the Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Allottee (as per the Agreement) /lender (in case the Allottee has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest for such delay.

- b. The Allottee shall not have any right, title and/ or interest with respect to the said Unit upon the cancellation and/or termination of the Agreement/allotment of the said Unit as aforesaid and the Promoter shall be at liberty to re-allot/sell or otherwise deal with the said Unit with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee waives his/her right to raise any objection or dispute in this regard.
- c. The Allottee undertakes to present himself/herself for surrender/cancellation of the Agreement, upon termination/cancellation of the Agreement/allotment of the said Unit as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Allottee undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of the Agreement/allotment of the said Unit.

(vi) **Compensation:**

- a. In the event of any delay in handing over possession of the said Unit to the Allottee on the Date of Offer of Possession and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the said Unit and Phase I Project Amenities, the Allottee agrees that he/she/they shall be entitled for Rs. 10/- per sq. ft. per month only of the carpet area of the said Unit from the expiry of Extended Duration or further extended time (as aforesaid), as the case may till the date of Offer Letter (defined hereinafter), provided he/she/they has/have complied with all the terms and condition of the Agreement. It is expressly clarified and agreed that (i) no compensation is payable on the amount/s received towards the stamp duty, registration fee, GST, TDS, deposits, charges etc. and/or Pass Through Charges (ii) nothing shall be payable by the Promoter beyond the date of Offer Letter, for any reason whatsoever, irrespective of the Allottee not taking possession of the said Unit.
- b. Notwithstanding any of the provisions herein, the interest on the amount paid by the Allottee & compensation for delay shall not be paid and Date of Offer of Possession shall be extended on account of any Force Majeure Events and/ or due to non-compliance of the terms and conditions by the Allottee .

SOLE/ FIRST APPLICANT

- c. Additionally, the interest on the amount paid by the Allottee and compensation for delay shall not be paid in the following events:
- i. For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
 - ii. For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee during inspection of the said Unit, and/or
 - iii. For the period if the Allottee commit/s any default and/ or breach of the terms and conditions
 - iv. For the period of delay incurred due to additional work to be completed on the request of the Allottee for certain additional features, upgrades, in the said Unit, in addition to the standard said Unit, and/or,
 - v. For the period of inordinate delay incurred due to NOIDA or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF) for construction, grant of occupation/completion certificate.

7. EVENTS OF DEFAULTS AND CONSEQUENCES:

- a) Subject to the *Force Majeure Events* or reasons beyond the control of the Promoter or due to non-compliance of the terms and conditions by the Allottee or for the period of inordinate delay incurred due to any Competent Authority or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, grant of occupation/completion certificate, the Promoter shall be considered under a condition of Default, in the following events:
- (i) The Promoter fails to offer possession of the said Unit to the Allottee within the time period specified herein or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority, as may be extended from time to time. For the purpose of this para, ' ready to move in possession ' shall mean the said Unit shall be in a habitable condition.
 - (ii) Discontinuance of the Promoter's business as a Promoter.
- b) In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or

SOLE/ FIRST APPLICANT

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Unit:
- c) The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee fails to make payment on the due date as per the **Annexure D** or is in breach of other terms of the Agreement .
- (ii) Without prejudice to the rights of the Promoter to charge interest in terms of the Agreement, on the Allottee committing default in payment of any outstanding amount within 90 days of the due date/demand (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Allottee committing breach of the terms and conditions of the Agreement, then without prejudice to the rights and remedies of the Promoter, the Promoter shall at its sole discretion , be entitled to terminate the Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Speed/Registered Post at the address provided by the Allottee and mail at the e-mail address provided by the Allottee of its intention to terminate the Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the time period specified in the notice then at the expiry of such notice period, the Promoter shall be entitled to terminate the Agreement.
- (iii) The Promoter upon termination of the Agreement as per above clause shall refund all such amounts paid by the Allottee till the date of termination without interest subject to forfeiture of the Earnest Money along with Non Refundable Amount. The Promoter shall upon termination as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Unit, either by way of (i) personal hand delivery of cheque(s) to the Allottee, or (ii) courier of cheque(s) to the Allottee at the aforementioned address mentioned in the Agreement, or (iii) by any other means as the Promoter may deem fit. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Allottee (as per the Agreement) /lender (in case the Allottee has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest for such delay
- (d) The Allottee undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of Agreement /allotment of the said Unit.

SOLE/ FIRST APPLICANT

8. MAINTENANCE

- (i) The Allottee agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities of the Phase I Project, Project and Sports City Project respectively.
- (ii) The Allottee agrees to pay to the Promoter or Maintenance Agency, Maintenance Charges towards the maintenance and upkeep of the Common Areas and Facilities (excluding internal maintenance of the said Unit) of the Phase I Project, Project and Sports City Project (herein “CAM Charges”). The Allottee understands & agrees that the CAM Charges may be enhanced by the Promoter or the Maintenance Agency from time to time. Incidence of GST/any Taxes etc. on CAM Charges and outsourced services shall be borne by the Allottee .
- (iii) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Allottee has taken such possession (for fit outs) or not. Such date shall be referred to as “CAM Commencement Date”.
- (iv) The Allottee agrees that on issuance of Offer Letter of the said Unit, an Interest-Free Maintenance Security (herein “IFMS”) towards the security for payment of charges for maintenance, upkeep of or any damages to, the Common Areas and Facilities of Phase I, Project and Sports City Project shall be payable by the Allottee as mentioned in Annexure D. The IFMS shall become payable within 30 days from the date of Offer Letter by the Promoter, whether or not the Allottee takes possession of the said Unit.
- (v) The Allottee agrees that upon offer of possession of said Unit he/she agrees to enter into a Maintenance Agreement with the Promoter or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Promoter (herein “the Maintenance Agency”) for the maintenance and upkeep of Common Areas & Facilities (excluding internal maintenance of the said Unit) of the Phase I, Project and Sports City Project. However, failure on the part of Allottee to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the CAM Charges and other related charges.
- (vi) The Allottee agrees to pay monthly/quarterly/yearly CAM Charges as intimated/demanded by the Promoter/ Maintenance Agency, irrespective of the fact, whether the Allottee is in occupation of the said Unit or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 12% p.a. or as per Applicable Laws shall be charged for the period of delay. The Promoter/Maintenance Agency reserves the right to determine/collect the CAM Charges in advance as per its policy. No interest shall be payable on such advance collection.
- (vii) The Allottee agrees that in case of his/her/their failure to pay the CAM Charges on or before the due date then the Promoter/Maintenance Agency is entitled to deny him/her/them maintenance services and the Promoter/Maintenance Agency shall also be entitled to effect disconnection of services that may include disconnection of water/sewer, power, power backup etc. and debarment from usage of any or all Common Areas & Facilities within the Phase I, Project and Sports City

SOLE/ FIRST APPLICANT

Project/Sport City Plot. Further, non-payment of CAM Charges shall constitute a breach of the terms contained herein by the Allottee .

- (viii) The Allottee agrees that in the event the CAM Charges, other charges/dues etc. are in arrears for more than three months then the Promoter shall have the right to terminate the allotment by a notice in writing to the Allottee of 30 days (herein “Notice Period”). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Promoter and the Allottee shall have no right, interest or lien in the said Unit. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments and other dues, if any, shall be governed by the provisions contained herein.
- (ix) The Allottee agrees that the Promoter / Maintenance Agency will maintain the Project till the maintenance is handed over to the Association (defined hereinafter) or for a period of 1 year from the date of completion of Project, whichever is earlier. The Promoter is not bound to maintain the Project beyond a period of one year, as aforesaid. The Allottee understands that the IFMS lying with the Promoter shall not earn any interest, and no such amount shall be creditable to his/her/their account. If the Association (as the case may be) fails to take over the maintenance within that period, the Promoter is authorized to cease the maintenance and return the IFMS after deducting any default of CAM Charges etc. along with interest accrued thereon & other charges/deposits borne by the Promoter with respect to the Phase I Project/ Project and discontinue its maintenance. It is clarified that IFMS pool “net of aggregate defaults” of all the allottees will be transferred to the Association, as and when it is formed or on failure of Association to take over the maintenance within the prescribed period, to the allotte(s) directly. However, the Promoter may manage the maintenance & upkeep of the Project even after the said period of one year (as aforesaid) and in such an event, the Promoter shall retain IFMS and levy CAM Charges till such time the maintenance is not handed over to the Association.
- (x) The Allottee agrees that he/she/they will neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities of Phase I Project, Project and Sports City Project, Sport City Plot adjoining unit/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association, Apex Association. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in such rectification from the Allottee 's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Allottee within 30 days of such demand. However, in such an event Allottee shall make further payment to maintain required balance of IFMS as applicable. The Allottee shall always keep the Promoter indemnified in this regard.
- (xi) The Allottee agrees that the common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.

SOLE/ FIRST APPLICANT

- (xii) The Allottee agrees that the he/she/they or his/her/their nominees/ agents/ employees etc. shall at all times comply with the rules and regulations as may be laid down by the Promoter or its nominated Maintenance Agency.
- (xiii) The Allottee agrees that the maintenance of the said Unit including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Allottee from the lapse of the period as may be mentioned in the Offer Letter.
- (xiv) The Allottee understands and agrees that the Promoter will be taking bulk supply electricity connection to distribute power in the Project or may ask Allottee to take individual connection from the electricity distribution company as per the approved scheme. The cost of taking such electricity connection including the meter cost will be borne by the Allottee.
- (xv) The Allottee understands and agrees that the Company to administer the collection of charges towards general maintenance, power, power back up, water supply etc may, in its discretion integrate the billing and collection of charges through a common mechanism including pre-paid meters.
- (xvi) The Allottee is aware that the Promoter has proposed to develop inter alia a club with certain other amenities and facilities etc. in the said Larger Property. The amenities /facilities in the said club may be allowed to be used on payment of its usage charges and on such terms and conditions as may be stipulated by the Promoter or its outsourced Maintenance Agency, from time to time.
- (xvii) The Allottee agrees to form and join an Association comprising of the allottees of the Project (herein "**Association**") for the purpose of management and maintenance of the Project and sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. No objection shall be made by the Allottee /s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the said Unit/s owners in complying with the above.
- (xviii) The management and maintenance of only Common Area and Facilities of the Project will be transferred to the Association. Areas like unallotted car parking spaces, shops/commercial spaces/apartments for commercial use, and kiosks (if provided) etc. and Sports City Amenities shall not be handed over to the Association and shall be owned by the Promoter. It is further clarified that unallotted covered parking spaces, shops/commercial spaces/apartments for commercial use, and kiosks (if provided) etc. and Sports City Amenities are not common area.
- (xix) The Allottee agrees to join (either directly or through Association) an association of all the Allottee of the Sports City Project ("**Apex Association**") for maintenance and management of common areas and facilities of the Sports City Project and pay the common area charges of Sports City Project.
- (xx) The Allottee shall on demand pay to the Promoter legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with formation of the Association / Apex Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering sub-lease deed with respect to undivided proportionate title in the common areas in the Project in

SOLE/ FIRST APPLICANT	
-----------------------	--

favour of the Association. On the formation of Association, rights of the Allottee to the Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Project.

- (xxi) The Allottee shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, Including but not limited to the following:
- (i) The entrances in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit;
 - (ii) The Allottee shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Allottee s/ occupants. The Allottee shall not use any loud speaker in the said Unit which shall disturb or annoy other Allottee / occupants in the Project;
 - (iii) Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee if found to be in default;
 - (iv) No bird or animal shall be kept or harboured in the Common Areas and Facilities in the Project. In no event shall dogs and other pets be permitted in any other part of the Project unless they are accompanied by someone;
 - (v) No television aerial shall be attached to or hung from the exterior of the said Unit;
 - (vi) Garbage and refuse from the said Unit shall be deposited in such place only in the Project and at such time and in such manner as the Promoter / Association / Maintenance Agency may direct.
 - (vii) The Allottee undertakes not to park his/her vehicles outside the said Unit or any other area not specifically designated for his/her use as car parking. No vehicle belonging to a Allottee or to a family member, guest, tenant, employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project.

The Allottee shall adhere to the rules and regulations mentioned at (i) to (vii) herein above and such further rules and regulations as may be made out by the Promoter/Association from time to time. The Allottee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Promoter/Association or Maintenance Agency, as the case may be.

9. DEFECT LIABILITY

a. If the Allottee brings to the notice of the Promoter any structural defect in the said Unit within the time period as specified under the prevalent law it shall wherever possible be rectified by the Promoter without further charge to the Allottee. However, Parties agree and confirm that the

SOLE/ FIRST APPLICANT

decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the said Unit or defect in workmanship, quality or provision of service. The Promoter shall be discharged from its liability as aforesaid in the event the Allottee carries out any structural modifications, alterations at his/her own accord and/or if the Allottee makes any changes in the structure, location, use and type of the areas, utilities and specifications and fixtures in the said Unit. Additionally, the Promoter shall not be liable in case of the following :

- (i) Structural defects caused or attributable to the Allottee including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
 - (ii) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.;
 - (iii) Structural defects induced by force majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.;
 - (iv) Damage caused by failure on the part of Allottee to undertake routine and expected care and internal maintenance of the said Unit.
- b. Any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause above) the Promoter shall not be responsible for the cost of reinstating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

10. RIGHT TO ENTER THE SAID UNIT / PROJECT FOR REPAIRS

- a. The Promoter/Maintenance Agency /Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas & Facilities, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- b. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project and any common rights of ways with the authority to grant such rights to the Allottee and/or other allottees at the Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Project and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project appurtenant to each and every building to be constructed at the Project without in any way obstructing or causing nuisance to the ingress and egress of the allottees /

SOLE/ FIRST APPLICANT

other occupants of the units constructed at the Project. Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the said Unit, the Allottee authorize/s the Promoter and / or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other apartments in the Project. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the said Unit as aforesaid and the Allottee hereby expressly consents to the same.

11. BASEMENT USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as car parking spaces, stores and services including but not limited to electric sub—station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever other than as aforesaid.

12. TRANSFER / NOMINATION

- (i) Subject to the terms of this Application and norms of NOIDA and subject to the Allottee clearing all dues including interest, taxes, levies etc. if any, at any time prior to the submission of the list of Allottee /s to the NOIDA and execution of the Tripartite Sub-lease Deed, the Allottee may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the Applicable Laws, notifications/Governmental directions, guidelines issued by NOIDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Allottee of such applicable transfer charges (taxes extra) upon the Allottee providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by NOIDA/Association on such transfer/ substitution/ nomination shall also be paid by the Allottee / third party transferee. In addition to above the Allottee has to pay an administrative fee of Rs 25,000/- to the Promoter for transfer/substitution/nomination.
- (ii) At any time after execution of this Application/allotment of the said Unit, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Promoter shall be payable in case such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee and the Allottee shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee is mandatory, if any.

SOLE/ FIRST APPLICANT

- (iii) The Allottee for any transfer of the said Unit after execution and registration of Sub Lease Deed in his/her favour, shall obtain No Objection Certificate from the Promoter and shall pay an administrative fee of such amount as per prevailing policy of the Promoter in this regard.

13. GENERAL

- (i) The Allottee ensures and undertakes that all Fit-outs/interior works done internally within the said Unit shall not pose any nuisance to the other occupants/purchasers of the Project and also protect against fire, pollution or health hazards, noise, etc. in the Project.
- (ii) The Allottee shall not alter the façade, colour scheme of the said Unit or make any such alterations which are visible on the external façade of the said Unit.
- (iii) The Allottee shall use the said Unit as per the provisions of this Application, and bye laws of the Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project nor for any illegal or immoral purposes. The Allottee shall from the expiry of date to take possession of the said Unit within such date as mentioned in the Offer Letter be liable to bear all costs and expenses to keep the said Unit in a good and tenable state and condition including structural maintenance, regular painting, seepage etc. The Allottee shall carry out, at his/her own cost and expenses, all internal repairs to the said Unit and maintain the same and not do or suffer to be done anything in or to the said Unit or in the Project which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Allottee is guilty of any act or omission in contravention of this provision, the Allottee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Promoter or Association or the Competent Authority, as the case may be.
- (iv) The Allottee shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the said Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the Said Unit whether temporary or of a permanent nature. The Allottee shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the said Unit. The Allottee shall, with the prior written consent of the Promoter, be at liberty to fix safety grills on the windows of the said Unit, of such design as the Promoter may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Allottee or there is a deviation from the specifications prescribed by the Promoter; the Promoter shall be entitled to remove, at the cost and risk of the Allottee, all such grills which may have been fixed at the said Unit together with any decorations, alterations, additions or improvements in the said Unit made by the Allottee in contravention to the provisions of this Application. The Allottee shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the said Unit in any manner whatsoever. The Allottee agrees and confirms that in the event the Allottee takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Allottee and the Allottee shall indemnify the Promoter towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Promoter.

SOLE/ FIRST APPLICANT

- (v) The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- (vi) The Allottee hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Allottee under this Application towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Money Laundering Regulations**”). The Allottee further declare/s and authorize/s the Promoter to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee further agree/s and confirm/s that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to terminate this Application. Upon such termination the Allottee shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter, which the Allottee hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee in accordance with the terms of this Application only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee .
- (vii) The Allottee shall neither encroach upon the Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- (viii) The Allottee shall not store in the said Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Promoter or the Association. If any damage is caused to the said Unit, Common Areas and Facilities, or to the Project on account of any act, negligence or default on part of the Allottee or his/her employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee .
- (ix) The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the Common Area and Facilities or any portion of the Project.
- (x) The Allottee shall not be entitled to install its personal / individual generator(s) for providing power back up to the said Unit. However, they may install UPS systems within the said Unit.

SOLE/ FIRST APPLICANT

- (xi) The Allottee shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the said Unit or land underneath or lands forming part of Common Areas and Facilities.
- (xii) The Project shall always be known as **“Eldeco Live by the Greens”** and this name shall not be changed by anyone including the Allottee or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Project may be changed at the sole discretion of the Promoter and the Allottee shall not be entitled to raise any objection/hindrance on the same.
- (xiii) The Allottee agrees and confirms that the present Application Form/Agreement and the payment made hereunder do not create or bring into existence any lien/ encumbrance over the said Unit in favour of the Allottee against the Promoter other than rights and interests as contemplated under this Application. Further, the Allottee agrees that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the said Unit, by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Tripartite Sub-Lease Deed in his/her favour by the Promoter. However, the Allottee may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under this Application apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Allottee may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the said Unit only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Tripartite Sub-Lease Deed. Any such arrangement/ agreement shall be entered into by the Allottee at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee , enter into a tripartite agreement with the Allottee 's banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for purchase of the said Unit. The Allottee hereby agrees that the Promoter shall be entitled to terminate this Application at the request of the Allottee 's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee .
- (xiv) The Allottee shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the said Unit, in the Common Areas and Facilities within the Project or on the external façade of the Project. However, the Allottee may affix name plates / name boards only at the designated areas and of such sizes as may be previously approved in writing by the Promoter or the Association, as the case may be. The Allottee agrees to obtain a prior written

SOLE/ FIRST APPLICANT

approval from the Promoter or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.

- (xv) Till the time each such unit/s in the Project is not separately assessed, the Allottee agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the Carpet Area of the said Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Allottee .
- (xvi) In case of termination of this Application/Agreement, all documents executed/ received by the Allottee (s) in furtherance thereto shall stand terminated for all intents and purposes and the Allottee (s) shall return all documents (in original) to the Promoter.
- (xvii) The Cost of Property is exclusive of the statutory deposits to be made by Promoter to Competent Authority towards electricity, water and other facilities at the Project. The same shall be payable by the Allottee on a pro-rata basis as and when demanded by Promoter/ Competent Authority. The lease rent shall be paid by the Allottee on pro-rata basis from the date of Application Form. In case the same gets enhanced under the Applicable Laws including revision of lease rental, whether prospectively or retrospectively, the same shall be payable by the Allottee . Similarly, if there is any reduction/ relaxation in payment thereof and any refund is received on this account by the Promoter from the Competent Authority, the same shall be adjusted in future installment or refunded to the Allottee on pro-rata basis as the case may be.
- (xviii) The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. The Promoter has further clarified to the Allottee that the Phase I Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the said Unit, as the same is to be provided by the concerned Government or local authority or body. The Allottee agrees that since this is beyond the control and scope of the Promoter, they shall not to hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- (xix) The Allottee hereby agrees and undertakes that he/she/they shall pay the insurance premium of the said Unit and proportionate common area of the Phase I Project /Project, from such date as intimated by the Promoter and the same is in addition to Cost of the Property.
- (xx) The Allottee acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.
- (xxi) The Allottee undertakes that the Allottee has/have taken the decision to purchase the said Unit in the Phase I Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Application.

SOLE/ FIRST APPLICANT

- (xxii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xxiii) The Allottee understands and agrees that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Project are proposed to be designed & installed by the Promoter on the basis of diversity factor considering group diversity @ 50%. The Allottee agrees that he/she/they, either singly or in combination with other Allottee /s in the Project shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Promoter to different Allottee /s.
- (xxiv) The Allottee understand and agree that except ownership rights of the said Unit area and impartible undivided proportionate interest in the Common Areas and Facilities of the Said Larger Property, no rights of any kind shall accrue to the Allottee in any part of the Said Larger Property, Project, Sports City Plot, including but not limited to institutional area/ blocks, shops/ commercial area/ commercial apartment, sports area/complex, Club, Sports City Amenities etc. on the said Larger Property, Sports City Plot/Project, and the same shall always remain the property of the Promoter/LGCPL and be dealt in a manner the Promoter/LGCPL may deem fit and proper. The Allottee hereby acknowledges that the said Larger Property falls within the Sports City being developed by various entities, as per applicable Scheme, Leases, governmental rules and regulations of NOIDA. The Allottee further acknowledges and agrees that any and all rights and benefits available to the Allottee (which shall be available only on transfer of said Unit) are solely in relation to the Project and not in relation to any other part of the Sports City Plot/Sports City Project/Project. The Allottee further acknowledges that he/she does not have any right in relation to the development/ proposed development in the balance land/plot area of the Sports City Plot/Project and hereby expressly gives his/her/their no objection to any development of any nature, whatsoever in the remainder of the Sports City Plot/Sports City Project/Project including on account of an increase in FAR (of the Sports City) or total land available for development, modification of the master plan of Sports City Plot/Sports City Project due to change in applicable governmental laws, rules and regulations, etc.
- (xxv) The Allottee hereby acknowledges and agrees that except in respect of the Phase I Project, the Promoter will be entitled to make changes in the plan of the said Larger Property/balance phases of the Project without any consent of the Allottee . The Allottee hereby provides his/her no objection for the same.
- (xxvi) The Allottee is aware that the Promoter shall be carrying out extensive development/ construction activities at any time in future on the said Larger Property and that the Allottee has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Promoter or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities. The Promoter for better planning, further construction on any portion of vacant land in the said Larger Property if becomes possible shall be entitled to take up such further construction and the Allottee shall have no objection for the same if not affecting the said Unit.

SOLE/ FIRST APPLICANT

- (xxvii) In case the Allottee desire/s (with prior written approval/consent of the Promoter) to carry out the tiling, painting or replacement of fixtures and fittings on its own other than the specifications agreed herein, no request of reimbursement of expenses towards the same or any deduction in the Cost of the Property shall be considered by the Promoter.
- (xxviii) The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality. Natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- (xxix) The Allottee confirm that he/she/they have not relied upon the interiors depicted / illustrated in the sample flat or show flat and agree 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. The Allottee further understands and acknowledges that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification for any said Unit and/or service and the Allottee has not relied on the same for purchase of the said Unit.
- (xxx) The Promoter/Maintenance Agency /Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas & Facilities, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee s and/or maintenance agency to enter into the said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- (xxxi) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project and any common rights of ways with the authority to grant such rights to the Allottee and/or other allottees at the Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Project and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project appurtenant to each and every building to be constructed at the Project without in any way obstructing or causing nuisance to the ingress and egress of the Allottee / other occupants of the units constructed at the Project. Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the said Unit, the Allottee authorize/s the Promoter and / or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other apartments in the Project. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the said Unit as aforesaid and he Allottee hereby expressly consents to the same.
- (xxxii) All the terms & conditions, rights and obligations of the parties concerned as contained in this Application shall be subject to the provisions of Act and the Rules made thereunder and the

SOLE/ FIRST APPLICANT

exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules made thereunder. Any change so prescribed by the Act and Rules shall be deemed to be automatically included in this Application and similarly any such provision which is inconsistent or contradictory to the Act and Rules shall not have any effect.

- (xxxiii) The Allottee is made aware that NOIDA Authority vide its letter dated 17.01.2017 has approved single Master Plan for entire Sports City Project/Project including the said Larger Property. Any permanent erection including construction of boundary wall within the Sports City Project as to dissection of various sub-divided and sub-leased plot/s in the Sports City Project is not permissible and therefore the Project on the said Larger Property will be delineated by soft hedges and shall not have permanent boundary wall.

14. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Real Estate (Regulation and Development) Act, 2016 (16 Of 2016). The Allottee understands that the Promoter is developing the Project in phased manner. As such the total buildable area (Floor Area Ratio-FAR) on the said Larger Property may be allocated by the Promoter to each phase at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase, the Allottee has understood the same and undertakes not to raise any dispute in this regard. The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the said Larger Property as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses. The Allottee shall give its consent as required under the Applicable Law.

All FAR at any time available in respect of the Project or any part thereof shall always belong absolutely to the Promoter, till the time the development of the entire Project as contemplated by the Promoter is completed by the Promoter.

15. MORTGAGE OR CHARGE

The Allottee acknowledges that the said Larger Property and the receivables therefrom has mortgage in favour of Vistra ITCL(India) Limited (as Debenture Trustee) for the purpose of raising finance. The Allottee hereby agrees and confirms that if the Promoter so desires, it shall be entitled to create security on the unsold unit/s along with undivided and impartible right in the Total Land and on the said Larger Property together with the buildings being constructed thereon and receivable therefrom by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof, save and except the said Unit allotted herein. The Promoter

SOLE/ FIRST APPLICANT

shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds, save and except the said Unit. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the said Larger Property together with the buildings being constructed thereon and mortgage the same with Banks and/ or Financial Institutions as aforesaid, save and except the said Unit agreed to be transferred hereunder.

16. JURISDICTION AND ARBITRATION

That the rights and obligations of the parties under or arising out of the Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Uttar Pradesh courts will have the jurisdiction for the Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act and the Rules, as applicable.

All or any disputes arising out or touching upon or in relation to the terms and conditions of the Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which (i) the Parties shall in the first instance, if permitted under relevant laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in New Delhi, (ii) or if not permitted under the prevalent law to adjudicate the dispute through arbitration, the said dispute shall be settled through the adjudicating officer appointed under the Act.

DECLARATION

The Applicant hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/her/their knowledge and nothing relevant has been concealed or suppressed. The Applicant also undertakes to inform the Promoter of any future changes related to the information and details in this Application Form.

SOLE/ FIRST APPLICANT