



APPLICATION FORM

The Brook: Phase-1
RERA Registration No: UPRERAPRJ228846
GH-03C, Sector 12, Greater Noida (West), U.P.

PERSONAL DETAILS

Please use a pen, and write neatly in English using BLOCK LETTERS.

I/We hereby apply for the allotment of a unit in your residential project mentioned overleaf. I/We also declare that particulars mentioned below are true and nothing has been concealed.

Please paste one recent colour photo of First Applicant & sign across

DO NOT STAPLE

Please paste one recent colour photo of Second Applicant & sign across

DO NOT STAPLE

Prefix	Name (Leave a space between first & last name)	Income Tax Permanent Account No.	
			1 st
			2 nd

Son/daughter/wife Of			1 st
			2 nd

Permanent Address			1 st Appl.
*Co. Name/Flat No. & Bldg Name			
*Road No./ Name			
*City		*PIN Code	
*State		*Country	
*Co. Name/Flat No. & Bldg Name			2 nd Appl.
*Road No./ Name			
*City		*PIN Code	
*State		*Country	

Mailing Address	☐	Please tick if mailing address is the same as permanent address.	
*Co. Name/Flat No. & Bldg Name			
*Road No./ Name			
*City		*PIN Code	
*State		*Country	

Date of Birth	Residential Status	Aadhaar UID No.	Nationality	
	☐ Resident ☐ Non-Resident			1 st
	☐ Resident ☐ Non-Resident			2 nd

Contact Details				1 st Appl.
Telephone (R)		(O)		
eMail ID				
Telephone (R)		(O)		2 nd Appl.
eMail ID				

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

Please read this information carefully before you complete your application. Once you have completed your application we strongly advise that you keep a copy for your records.

In case of COMPANY/ LLP/ HUF/ PARTNERSHIP FIRM

Name	
Date of Incorporation/ Formation	
PAN/CIN	
Registered Office Address	
Name of Authorised Representative/ Partner/ Karta	

Note: If Applicant(s) is company, partnership firm, limited liability partnership, the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed I Limited Liability Partnership Agreement (f) Board/Partner's Resolution authorizing this purchase. Please affix the official stamp of the respective Company/LLP/Trust/Partnership firm/HUF/Society as may be applicable.

SECTION A: DETAILS OF UNIT APPLIED FOR

Unit No.						
Tower						
Rate of the Unit / Saleable Area	per Sq. Meters					
Car Park Space	☐ Open ☐ Covered					
Type	☐ 2A	☐ 3A	☐ 3B	☐ 3D	☐ 4A	☐
Saleable Area	1115 sq.ft. 103.58 sq.m.	1240 sq.ft. 115.19 sq.m.	1200 sq.ft. 111.48 sq.m.	1535 sq.ft. 142.60 sq.m.	2000 sq.ft. 185.80 sq.m.	
Carpet Area*	53.85 sq.m.	59.94 sq.m.	59.89 sq.m.	77.10 sq.m.	98.82 sq.m.	
Exclusive Area**	37.86 sq.m.	41.31 sq.m.	37.39 sq.m.	42.33 sq.m.	59.22 sq.m.	
Total Area***	108.29 sq.m.	119.71 sq.m.	115.72 sq.m.	143.18 sq.m.	188.47 sq.m.	
Terrace/Lawn Area#	As applicable	As applicable	As applicable	As applicable	As applicable	As applicable

*****Carpet Area** shall mean net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area appurtenant to the Unit for exclusive use of the Applicant(s) and exclusive open terrace area appurtenant to the Unit for exclusive use of the Applicant(s), but includes the area covered by the internal partition walls of the Unit. *****Exclusive Areas** Shall mean open area, exclusive balcony, exclusive terrace area, exclusive wall of the unit, stilt area and/or basement area (as may be applicable) appurtenant to said Unit for exclusive use of the Applicant(s). ******Total Area** shall mean the Carpet Area, Exclusive Area, Proportionate Common Area and Exclusive Parking Area collectively (12sqm for Types 2A, 3A, 3B, 3D and 18sqm for Type 4A. 19th Floor of respective units will vary in size due to provision of a refuge floor. #First Floor & Top Floor units have additional chargeable lawn and terrace area respectively. All measurements are in square meters unless mentioned otherwise (**1 sqm = 10.764 sqft**)

SECTION B: COST OF UNIT APPLIED FOR

Unit No.	
Basic Sale Price	
View PLC	
IFMS @ ₹35 psf (Saleable Area)	
Total Cost of Property (Excl. GST)	
Possession Charges	Extra as applicable
Stamp Duty & Registration Charges	Extra as applicable

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

SECTION C: MODE OF BOOKING

Direct or Channel Partner: _____

Name and Signature of Developer/ Sales Representative: _____

Name, Contact Number, Stamp and Signature of Channel Partner (if applicable): _____

SECTION D: FINANCE FROM BANK/ FINANCIAL INSTITUTION

☐ Yes ☐ No

If yes, preferred Financial Institution: _____

SECTION E: MODE OF PAYMENT

☐ Cheque

☐ Draft / P.O.

☐ RTGS / NEFT / UPI

SECTION F: I HEARD ABOUT YOU FROM? (PLEASE TICK THE APPLICABLE)

☐ Newspaper

☐ Broker

☐ Channel Partner

☐ Developer Website/ FB Page

☐ Hoarding

☐ Corporate Offer

☐ Internet Portal

☐ Internet Advertisement

☐ Emailer

☐ Ref. by Bank

☐ Ref. by HFI

☐ Other: _____

SECTION G: PURPOSE OF PURCHASE

I/We hereby enclose a Cheque/Demand Draft No.: _____, dated _____ drawn on _____ Bank, Branch _____ for an amount of Rs. _____/-

(Rupees _____ only) ["Token Amount"] as part of Booking Amount

in favour of **"Blessings Homz Private Limited Collection AC for The Brook Phase-1"**

Declaration:

I/We, the Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information provided by me herein are true and correct and nothing has been concealed.

Yours faithfully,

Date: _____

Place: _____

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

LIST OF DOCUMENTS
(to be submitted with Application Form)

For Individual (Resident of India):

- Copy of PAN card
- Passport Size photographs
- Photo ID, Signature & Address
-

Proof for Partnership Firm:

- Copy of PAN card of the firm
- Copy of partnership deed / Agreement
- In case where one partner has been authorized for execution of all documents, copy of the authority letter from other partners.
- Copy of Address Proof of the Firm
- Photo ID and Signature Proof of the Signing Partner
- Passport Size photograph of Signing

Partner for Company:

- Copy of PAN card of the Company
- Copy of Memorandum & Articles of Association of the Company duly signed by the Company Secretary
- Board Resolution in favour of the Authorized Signatory prior to the Application Date
- Passport Size photograph of the Authorized Signatory
- Photo ID & Signature proof of the Authorized

For Hindu Undivided Family (HUF):

- Copy of PAN card of HUF
- Authority letter from all coparcener of HUF authorizing Karta to act on their behalf
- Passport Size photograph of the Karta
- Photo ID & Signature proof of the Karta

For NRI/Foreign Nationals of Indian Origin:

- Copy of passport
- Copy of PAN card
- Passport Size photograph, Photo ID, Signature Proof, Address Proof.
- In case of Demand Draft (DD), the confirmation from the banker that the DD has been prepared from the proceeds of NRI/NRO account of the Applicant(s)
- In case of payment through cheque:

All payments shall be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of third party.

Non-Individual Applicants are required to ensure that the object clause of the constitution document (viz. MOA / AOA / Trust Deed etc.

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

APPLICATION FORM

To,

Date

Blessings Homz Private Limited

A-6, Ground Floor, Yojana Vihar, Delhi- 110092

The Brook Phase-1: RERA Registration No. **UPRERAPRJ228846** website Link is www.up-rera.in

Dear Sir/Madam,

I/We, the Applicant(s) understand that Blessings Homz Pvt. Ltd. ("Developer") having its registered office at A-6, Ground Floor, Yojana Vihar, Delhi-110092, is developing a group housing complex by the name of "The Brook" along with amenities, facilities, services etc. and such other developments as may be permitted ("Project") on land admeasuring 20,000 sq. meters appx. (Project Lands) comprising of plot no. GH-03C, Sector 12, Greater Noida West The Project is being developed in (2) two Phases and accordingly will be registered with the UP RERA Authority in two Phases. Towers A, B, C & The BROOK ARCADE form part of THE BROOK Phase-1 comprising of 384 Units along with 33 commercial units and Tower D, E, F & G form part of The BROOK Phase-2. It is understood by me/us that the common areas of The BROOK Phase-1 and The BROOK Phase-2 are the same. However, they are being developed in their respective phases.

In respect of the Total Lands the Greater Noida Industrial Development Authority ("GNIDA") had granted a lease of 90 years in favour of M/s Blessings Homz Pvt. Ltd. vide Sub-lease deed dated 28th April.2016 duly registered before the Sub-Registrar Greater Noida, on 29th April.2016 vide registration No. 10900, in Book No.1 Volume no. 20344 from Page No. 37 to 80. GNIDA has also issued the approval of Building Plan bearing No PLG/BP SM-01 Nov- 2021: 12557 dated 06th June 2022.

I/we, agree to pay the cost of property ("Cost of Property") as mentioned in Section B towards purchase of the Unit. However, the Cost of Property shall be exclusive of all charges, fees, taxes/duties, impositions as may be levied by the Competent Authority, such as, GST, Labour Cess, property tax, land under construction tax or any future increase thereof or imposition of any fresh incidence of tax levied by Competent Authority; ("Statutory Charges") in respect of the Unit and Club Membership Charges, recovery or payments towards maintenance and operation of common areas and facilities, stamp duty, registration charges, any future increase thereof and all other costs, charges and expenses incidental thereto in connection with any of the documents to be executed for the sale of the Unit, as per the provisions of applicable laws. All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Unit including this Application Form and/or the Allotment Letter and/or the Agreement for Sub-lease as per the provisions of applicable laws, shall be borne and paid by the Applicant(s) as and when demanded by the Developer.

For the purpose of this Application form

"GST" means and includes any tax imposed on the supply of goods or services or both under GST Law.

"GST Law" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.

"Cess" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law.

I/we, understand that the Cost of Property does not include any charges towards any facilities such as convenience stores, shops, kiosks, etc. All payments shall be made by me/us as per demands raised by the Developer and/ or in the manner set out in the payment plan in Schedule-I hereto which shall form an integral part of the Allotment Letter / Agreement to Sub-

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

Lease which shall be executed by me/us and the Developer in the format provided by the Developer.

I/We further confirm that I/we am submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Exclusive Area, common areas and facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party in the past. I/we am/are aware and I/we confirm that the advertisements / publicity material released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 ("Act") read with Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017 and I/we am/are not relying on the same for our decision to purchase the Unit. I/We further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material / advertisement published in any form or in any channel. I/We acknowledge that colour, texture, the fitting(s) / fixture(s) or any installations depicted in advertisements are shown only as a suggested layout without any obligation on the part of the Developer to provide the same.

The total price as mentioned in Section B ("Total Price") exclude the Goods and Services Tax (GST) payable by the Developer to the Competent Authority, up to the date of handing over the possession of the Unit in terms of this Agreement.

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Buyer to the Developer shall be increased/ decreased based on such change / modification.

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Buyer.

The Total Price of Unit includes recovery of price of land, lease rent development/ construction of (not only of the Apartment/ Unit) but also of the Common Areas and Facilities, Limited Common Areas and Facilities (if applicable), internal development charges, infrastructure augmentation charges, GST/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles(if applicable), tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the present agreement

I/We acknowledge, agree and undertake that I/we shall neither hold the Developer or any of its affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Developer or any of its / affiliates with respect thereto.

I/We have taken the decision to purchase the Unit in the Project out of our own free will, based solely upon the information provided along with the document enclosed, after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein.

Save and except the information / disclosure contained herein and on UPRERA website, I confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form/ allotment letter/ agreement to Sub-lease or refund of the monies paid by me/us by reason of anything contained in other information / disclosure not forming part of this Application Form / Allotment Letter/ Agreement to Sub-lease or the UPRERA website.

I/We have fully read and understood the Terms and Conditions attached hereto as Annexure A as well as the terms of the Agreement for Sale uploaded on UPRERA website which contains broad terms, conditions, representations, covenants, etc. and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, cost of property, other charges and payment terms as set out herein. The Terms and Conditions as mentioned in Annexure A forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

Annexure A
Terms & Conditions

The Applicant(s) agrees to the following:

1. The Developer has registered the Project with the Uttar Pradesh Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder for the state of Uttar Pradesh. The RERA Registration no. of The BROOK Phase 1 is UPRERAPRJ228846, website Link is www.up-rera.in
2. The Applicant(s) has/have fully understood the development scheme as envisaged by the Developer. The Applicant(s) is aware that the title of the Project Lands is clear and marketable. The Applicant(s) is applying for allotment of the Unit in the Project being developed by Developer with full knowledge of all the laws/notifications and rules applicable to the Project located at the Project Lands, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Developer, and has understood all limitations and obligations of Developer in respect thereof.
3. The Applicant(s) acknowledges and confirms that the Developer has provided all information, clarifications and documents in relation to the said Project as was demanded by the Applicant(s) and that the Applicant(s) is fully satisfied with the same. The Applicant(s) further acknowledges that he has seen all documents / papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and the present Application has been made after being fully satisfied about the rights, title and interest possessed by Developer over the Project Lands.
4. The Applicant(s) understands that his rights, title and interest in the Unit to be allotted in the Project shall be governed by the applicable laws and this shall also be specified under the Allotment Letter/ Agreement to Sub-Lease. The Applicant(s) shall have all rights and entitlements in respect to the Unit; along with right to use the common areas and facilities of the Project.
5. The common areas and facilities within the Project shall be dealt with by the Developer in accordance with applicable laws.
6. The Applicant(s) hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Plan opted on or before the respective due dates. It being clarified that the Developer shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the invoice raised by the Developer unless specified under the applicable laws. Further, in the event the Applicant(s) offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Unit, at the express request of the Applicant(s), the Developer may at its sole discretion offer a rebate to the Applicant(s) as the Developer may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant(s) complying with all its obligations under this Application Form including timely payment of Installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal in Payment Plan. Subject to timely payment of Installments, the Applicant(s) understands that in the event the applicant(s) wishes to make any advance payments, the Applicant(s) can make the same only after the applicant(s) has registered/executed the Agreement to Sub-Lease within the time lines stipulated by the Developer. The Applicant(s) further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper. The Applicant(s) understands that the Applicant(s) shall not claim any interest on such advance payment.
7. It is understood by the Applicant(s) that the purpose of this Application Form, the term Earnest Money shall mean 20% (twenty percent) of the Cost of Property. However, in case of bank loan/ subvention scheme the Earnest Money shall be the sum paid by the borrower which is other than the amounts contributed by the lending bank, subject to the maximum of 20% of the Cost of Property. Booking amount shall be payable as per the payment Plan.
8. The Applicant(s) has clearly understood that this Application Form is only a request of the Applicant(s) for the allotment of the Unit and does not constitute a final/provisional allotment or an agreement. The Applicant hereby agrees,

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

confirms and undertakes to come forward and register the Agreement for Sale/sub lease of the Unit on or after the payment of 10% (ten percent) of sale consideration to the Developer or as stipulated by the Developer, failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant and/or (ii) cancel this Application Form / allotment letter and forfeit the Non-Refundable Amounts as defined in this Agreement.

9. The Developer, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the Token Amount tendered by the Applicant(s) shall be refunded by the Developer without any liability towards interest/damages. Further, in the event the Developer decides to allot the Unit in favour of the Applicant(s), the Developer will send the intimation thereof to the Applicant(s) to make payments as per the Payment Plan towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Unit and registration of the Agreement to Sub-Lease.
10. The Applicant(s) is not vested with any right, interest or entitlement in or over the Unit, until a formal agreement for Sub-lease ("Agreement to Sub-Lease") is executed and registered between the Developer and the Applicant(s) under the applicable laws within the time lines stipulated by the Developer. The term "allots" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" until the Agreement to Sub-Lease is executed and registered by the Developer and the Applicant(s). Further, the Applicant(s), as and when called upon by the Developer, undertakes to come present for registration of the Agreement to Sub-Lease, as may be required under the applicable laws, at the office concerned sub-registrar of assurances.
11. The Applicant(s) understands that the Applicant(s)'s eligibility to avail subvention /Loan interest scheme, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions.
12. All outstanding amounts payable by any party under this transaction to other shall carry such applicable interest at the Simple rate of 12% per annum from the date they fall due till the date of receipt/realization of payment by the other party. The Developer reserves the right to adjust the payment received against any charges due against the Unit.
13. In the event if the Applicant(s) fails or neglects to (i) make the payment of the Cost of Property and all other amounts due including but not limited to estimated other charges due from the Applicant(s) as mentioned in this Application Form and/or Allotment Letter and/or Agreement to Sub-Lease on due dates (ii) comply with the obligations as set out herein/ Allotment Letter/ Agreement to Sub-Lease including timely registration of Agreement to Sub-Lease, at any point of time, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer, after giving 30 (Thirty) days prior notice to the Applicant(s), terminate this transaction and forfeit the Earnest Money along with Non-Refundable Amounts [which includes (a) Interest on any overdue payments and (b) brokerage paid to channel partners/brokers, if any, and administrative charges as determined by the Developer (d) all Statutory Charges paid by the Developer to the authorities and (e) any other applicable taxes and (f) subvention/low interest scheme cost (if the Applicant(s) has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in Installments or paid directly by the Developer to the bank and (g) 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]. Upon termination of allotment, refund of the balance Amount, if any, shall be dealt in accordance with applicable laws. For the sake of clarity, the interest and/or taxes paid on the Cost of Property shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant(s) shall not have any right, title and/or interest in the Unit and/or the Project, Project Lands and the Applicant(s) waives his right to claim and/or dispute against the Developer in any manner whatsoever. The Applicant(s) acknowledges and agrees that such forfeiture and the refund of the balance amount, if any, to the Applicant(s) shall be deemed to be full and final settlement of the claim and the Developer shall be entitled to sell the Unit to any third party of the Developer's choice without any recourse to the

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

Applicant(s). However, notwithstanding anything mentioned in the present application, it is hereby agreed by the Parties that upon receipt of occupation certificate for the said Unit, the Applicant shall not be entitled to terminate the Agreement to Sub-lease to be executed between the Applicant and the Developer. Further, in case the Applicant fails to respond and/or neglect/s to take possession of the Unit under the time line mentioned in the Agreement to Sub-lease, then the Developer shall also be entitled along with other rights under this Application/Agreement to sub-lease to forfeit/claim the entire Cost of Property towards the Unit along with the Non-Refundable Amount. The Applicant(s) further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Applicant(s) for the possession of the Unit.

14. The Applicant(s) further agrees that in the event this Application Form is withdrawn/cancelled by the Applicant(s) for reasons not attributable to Developer's default, then the Developer shall be entitled to forfeit the Earnest Money along with the Non-Refundable Amounts.
15. The Applicant(s) is aware that the Cost of Property does not include any charge towards right to use the covered/ open] car park space and the same is being provided free of cost along with the Unit. The Applicant(s) understands that the car park space forms shall part of limited common area and facilities and shall be allocated by the Developer. The Applicant(s) further agrees and undertake that Applicant(s) shall have no concerns towards the identification and allotment/allocation of car park space done by Developer, at any time and shall not challenge the same anytime in future. It is clearly understood by the Applicant(s) that the Applicant(s) shall at no time have the ownership or title over the car park space, except for the exclusive right to use the same for himself. All clauses of this Application Form and Agreement to Sub-Lease pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to car park space.
16. The additional compensation / price (if any) payable to GNIDA if required to be paid by Developer after the allotment date, as a consequence of any order from any Court of competent jurisdiction or as directed by GNIDA, shall be charged additionally from the Applicant(s), and the Applicant(s) shall make payment of the same without any demur and shall not raise any objection for the same.
17. The Applicant(s) further agrees and acknowledges that if in the event of any variation in the Total Area of the Unit, the Cost of Property payable for the Total Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorata adjustment in the last installment payable by the Applicant(s) towards the Cost of Property. It is hereby clarified in case of variations/ additions required due to architectural and structural reason duly recommended and verified by project architect or engineer as per applicable laws, the Developer shall intimate the Applicant(s) in writing and the Applicant(s) hereby gives its consent for such variation or addition.
18. The Applicant(s) agrees and undertakes to pay all charges on actual basis towards electricity, water and sewerage connection, electricity meter and water meter, if any, maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance within the Unit) etc. as may be levied by Developer or condominium / association of unit holders at the Project or by the maintenance agency / property manager appointed for the said purpose by Developer.
19. The Cost of Property of Unit is exclusive of the statutory deposits to be made by Developer to competent authorities towards electricity, water and other facilities at the Project. The same shall be payable by the Applicant(s) on a pro-rata basis as and when demanded by Developer. However, in case the same gets enhanced under the applicable laws, whether prospectively or retrospectively, the same shall be payable by the Applicant(s).
20. If any of the cheques of the Applicant(s) gets dishonoured for any reason whatsoever, Developer shall be fully entitled, at its sole discretion, to terminate the Allotment and to forfeit Non-Refundable Amounts. However, Developer may, at its sole discretion, defer its right to terminate the allotment by charging cheque dishonour charges. The cheque

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

dishonour charges payable for dishonour of a particular installment payment cheque for first instance is Rs.5,000/- (Rupees Five Thousand Only) and for second instance it is Rs. 10,000/- (Rupees ten Thousand Only). Thereafter no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only. (If the Applicant(s) fails to deposit the Bank Demand Draft/ NEFT/RTGS within next 7 days of sending of intimation of dishonour of cheque to the Applicant(s), in that event Developer may, at its sole discretion, terminate the allotment and forfeit the Non-Refundable Amounts. In the event of dishonour of any payment cheque Developer has no obligation to return the original dishonoured cheque).

21. All cheques /demand drafts/remittance should be issued / deposited in favour of “**Blessings Homz Private Limited Collection AC for The Brook Phase-1**” payable at par and/or as stipulated by the Developer from time to time. The first sole/Applicant(s) shall mention his/her/its name, Unit no. applied for, behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque.
22. Subject to the Applicant(s) not being in default of any terms and conditions specified in the Agreement to Sub-Lease including but not limited to the timely payment of the Cost of Property, the Unit shall be offered for possession on or before ; 05th June 2029 for Phase-1. The Completion Time Period shall stand reasonably extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s). In case the Developer is unable to offer possession on or before the Completion Time Period for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant(s), the Developer shall pay the Applicant(s) penal interest @ 12% per annum on the payment made till date by the Applicant(s) against the Unit. For the purpose of this Application Form, “force majeure” event shall mean (a) war, Pandemic, civil commotion or act of God; (b) any notice, order, look-down, rule, notification of the Government and / or other public competent authority / Court/ Tribunal.
23. That the Applicant(s) understands and agrees that the Developer shall not entertain execute any transfer / nomination/assignment of the rights of the Applicant(s) under the Allotment Letter / Agreement to Sub-lease, until the developer has received 100% of Cost of Property. The transfer / nomination / assignment shall be allowed at the sole discretion of the Developer, upon payment of transfer/ administrative charges of 4% of the Total Cost of The Property as per the then prevailing price list of the Unit along with all other dues payable by the Applicant(s) to Developer till that date. The Applicant(s) understands that the Developer may grant or refuse permission which shall be subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission. However, there shall be no transfer / administrative charges payable if the transfer / assignment is proposed to be made in favour of a blood relative of the Applicant(s) including spouse, provided the Applicant(s) submits documentary proof as may be required by Developer. Any such assignment / transfer / nomination by the Applicant(s) shall always be subject to applicable laws, notifications/governmental directions and the sole discretion of the Developer.
24. If Applicant(s) desires to add name (s) of any third party to the Allotment Letter or delete the name of any of joint Applicant(s) (as mentioned in Section A herein before) from the Allotment Letter, then the same may be allowed by Developer subject to the Applicant(s) submitting documentary proof as may be required by Developer to add/delete other name(s) in the Allotment Letter and payment of an administrative charges of Rs 51,000/- (Rupees Fifty One Thousand Only) for each such addition/deletion.
25. Upon completion of the Project, the common areas and facilities and limited common areas and facilities at the Project shall be provided in the declaration (“Declaration”) for the Project which would be filed by the Developer in compliance with the Uttar Pradesh Apartment Ownership Act, 2010 and Uttar Pradesh Apartment Ownership Rules, 2011. The Declaration shall be conclusive and binding upon the owners of all units at the Project and the Applicant(s) confirm that his right, title and interest in the Unit to be allotted in the Project shall be limited to and governed by what is specified by

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

the Developer in the said Declaration.

26. Due to any operation of law or any statutory order or otherwise, if a portion of the Project or the entire Project is discontinued or modified resulting in cancellation of allotment, then the Applicant(s) affected by such discontinuation or modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant(s) without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
27. Developer agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Government authorities at the time of sanction of the building plans or thereafter. Developer shall, before execution and registration of the sub-lease deed and handing over of possession of the Unit to the Applicant(s), obtain from the Government authorities, the necessary part occupation certificate in respect of the said Unit, as may be required under the Applicable Laws.
28. In case of joint Applicant(s), all correspondence/communication shall be sent to the Applicant, whose name appears first and at the address provided by the first named Applicant in Section A herein before, which shall for the purposes be considered as served on all the Applicant(s) and no separate communication shall be required to the other named Applicant(s). The Applicant(s) shall inform Developer in writing about any change in the mailing communication address mentioned herein with supportive documents, failing which all demands, notices etc. sent by Developer to the address provided by the first named Applicant in Section A herein before shall be deemed to have been received by all the Applicant(s).
29. The Applicant(s) is aware that the Developer may avail construction finance ("Facility"). The Developer may mortgage the project lands with Bank/ NBFC/ FI. The respective Bank/ NBFC/ FI shall provide NOC, before execution of
- Place: Agreement to Sub-lease/Sub-lease deed as the case may be, releasing its charge on the Unit.
30. That the Applicant acknowledges that land payments with respect to the Project Lands to GNIDA are yet to be paid. The same shall be paid by the Developer over a period of time.
31. The terms and conditions mentioned herein limited and detailed terms and conditions shall be specified in the Allotment Letter / Agreement to Sub-lease. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Allotment Letter / Agreement to Sub-lease, the terms and conditions specified later in the Agreement to Sub-lease, shall supersede the terms and conditions as set out herein.
32. The Applicant(s) has 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 Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. The Applicant(s) shall submit the original TDS certificate in the prescribed time lines mentioned in the Income Tax Act, 1961. If the Applicant(s) fails to submit the TDS certificate to the Developer on the TDS deducted within the stipulated time lines as per Income Tax Act, the Applicant(s) shall be liable to pay Interest on TDS payment plus applicable indirect taxes (if any) from the due date till the date such certificate is actually received by the Developer.
33. All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("Act") and the Rules and Regulations made thereunder ("Rules and Regulations") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act and the Rules and Regulations shall be deemed to be automatically included in this Applications Form and similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.

The Applicant(s) herein declares that the above terms and conditions have been read and understood by me/us and the same are acceptable to me.

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

Schedule -I
DETAILS OF PRICING AND PAYMENT PLAN
(Please tick the box of the applicable plan)

PLAN A: CONSTRUCTION LINKED PLAN (CLP)

☐

At the time of Booking	10%
Within 45 days of Booking	10%
On Casting of Foundation	10%
On Casting of Ground Floor	10%
On Casting of 4 th Floor Slab	10%
On Casting of 8 th Floor Slab	10%
On Casting of 12 th Floor Slab	10%
On Casting of 16 th Floor Slab	10%
On Completion of Super Structure of Tower	10%
On Start of Finishing Work	5%
At the time of Offer of Possession	5%

PLAN B: SUPER STRUCTURE PLAN (SPP)

☐

At the time of Booking	40%
On Completion of Super Structure of Tower	40%
At the time of Offer of Possession	20%

PLAN C: DOWN PAYMENT PLAN (DPP)

☐

At the time of Booking	75%
On Completion of Super Structure of Tower	15%
At the time of Offer of Possession	10%

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

Schedule -II
SPECIFICATIONS OF THE UNIT

STRUCTURE

- Earthquake resistant RCC structure in Aluminium Formwork.

LIVING & DINING AREA

- Finished walls & ceiling with OBD in pleasing shades
- Vitrified tiles flooring (600 x 600)
- Provision for DTH connection / ONT (Optical Fibre)

BEDROOMS

- Wooden Textured Tiles (600 x 600) flooring in Master Bedroom.
- Vitrified tiles flooring (600 x 600) in other Bedrooms.
- Finished walls & ceiling with OBD in pleasing shades.

KITCHEN

- Granite working top with stainless steel sink.
- Designer ceramic tiles upto 600mm (2') above working counter.
- Finished walls & ceiling with OBD in pleasing shades.
- Vitrified tile (600 x 600) flooring.

TOILETS

- Ceramic tiles (300 x 450) on walls up to door level.
- Anti-skid ceramic tiles (300 x 300) flooring.
- White sanitary ware with WC, CP fittings and mirror in all the toilets.

DOORS AND WINDOWS

- External Doors and windows in Aluminium Powder coated or UPVC.
- Seasoned Hardwood frames (Height: 2450mm) for all internal frames and laminated Door shutter.

FLOOR TO FLOOR HEIGHT

- 3100mm (Floor to Floor Height)

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

Schedule -III
COMMON AREAS AND FACILITIES

S.NO.	NAME OF THE COMMON AREAS & FACILITIES	DESCRIPTION / AREA
1.	The parcel of land described in paragraph First of this Deed.	20000 sq.m. (Approx)
2.	Basement (if any) (as shown in Exhibit 'A' attached hereto)	Parking And Services Detailed In Respective Heads
3.	Facilities in the basement	Parking, Stp, Ugt, Lt Panel, Swd Plant
4.	Parking facilities (as shown in Exhibit 'A' attached hereto)	Detailed In Annexure-e
5.	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)	
(i)	Garden lawns /Landscaped Area/ open Gym	4350 Sq.m.
(ii)	Children playing area	382 Sq.m.
(iii)	Swimming Pool i/c deck and pp room	307 Sq.m.
(iv)	Community Hall	20.93 Sq.m.
(v)	Multipurpose court	300 Sq.m.
(vi)	Meter Room/Guard room/LT panel	224.01 Sq.m.
(vii)	SW disposal facility/Visitor toilet	50.08 Sq.m.
(viii)	Any other facility Visitors toilet	65.007 Sq.m.
6.	Common areas & facilities located throughout the building (as shown in Exhibit 'A')	
(i)	Elevator	21 Nos.
(ii)	Area of shaft(s)/ Common areas/ staircase area	Phase-I is 5548.29 Sq.m. Phase-II is 6966.27 Sq.m. Total Area is 12,514.56 Sq.m.
(iii)	Elevator shaft extends from basement up to Top Floor	Upto Top Floor
(iv)	No. of stairway 'A', which lead from the ground floor to the roof of the building	15 Nos.
(v)	No. of stairway 'B' (if any), which lead from the open court to the floor basement.	1 No's
(vi)	Ramps	2 Nos (1 To Basement and 1 to Podium) Area 694.36 Sq.m.
(vii)	No. of water tank(s)	Underground Tank For Domestic & Fire-Fighting. 7 Towers Each with 1 No. Domestic and 1 No. Fire-Fighting. UGT =286.57 Sq.m. and STP=312.66 Sq.m.
(viii)	Elevator pent-house with corresponding elevator equipment located on the roof of the building.	Machine Room Less Elevator.
(ix)	Plumbing network throughout the building	As Per Design
(x)	Electric wiring net-work throughout the building	As Per Design
(xi)	Necessary light(s)	As Per Design
(xii)	Telephone(s)	As Per Design
(xiii)	Public water connection(s)	From Greater Noida Authority
(xiv)	Foundations and main walls, columns, girders, beams and roofs of the building	RCC Raft Foundation, Col, Slab and Beams in RCC of Designed Grade.
(xv)	Tank(s)	As Per Design
(xvi)	Pump(s)	
(xvii)	Motor(s)	
(xviii)	Fans	Exhaust Fans In Lifts, Axial Fans For Ventilation Of Basement.
(xix)	Firefighting equipment(s)	As Per Design

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

Schedule -III
COMMON AREAS AND FACILITIES

Details of the limited common area and facilities of the building to which the present declaration relates

"LIMITED COMMON AREAS & FACILITIES" (AS DEFINED IN S.3© OF THE ACT AND SHOWN IN EXHIBIT 'A')		
1.	Parking	Basement Parking: 15,970.37 sq.m. (Phase I + Phase-II), Stilt Parking: 10,722.98 sq.m. (Phase I + Phase-II) and Open Parking: 852 sq.m. (Phase I + Phase-II)
2.	Terrace and Lawns attached to apartments	Terrace is 245.9 sq.m. and Phase-II is 360 sq.m.
3.	Community Facilities	1423.60 sq.m.

Signature

(First/Sole Applicant)

Signature

(Second Applicant)

