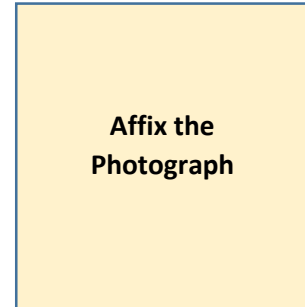


## APPLICATION FORM

**Stellar Spring Projects Pvt. Ltd.**  
Corporate Office: Stellar House,  
C-56/9, Sector-62  
Noida UP-201307



Sirs,

I/We hereby apply for the allotment of a residential unit in your project named “**Stellar One Phase III**” situated at Plot No. GH-09, Sector -1, Greater Noida West, Uttar Pradesh as per details below:

### 1. SOLE/FIRST APPLICANT:

Mr./Mrs./Ms. \_\_\_\_\_ S/W/D/o of \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality: \_\_\_\_\_

Residential status: Resident / Non-Resident / Person of Indian origin.

Income Tax Permanent Account No.(PAN) \_\_\_\_\_ Aadhaar No. \_\_\_\_\_

**Current Address** \_\_\_\_\_

\_\_\_\_\_ **Pin Code** \_\_\_\_\_

**Permanent Address** \_\_\_\_\_

\_\_\_\_\_ **Pin Code** \_\_\_\_\_

Mobile No. \_\_\_\_\_ Alternate Mobile No \_\_\_\_\_

Email of Applicant \_\_\_\_\_

**Preferred Address for Correspondence:**  Current  Permanent

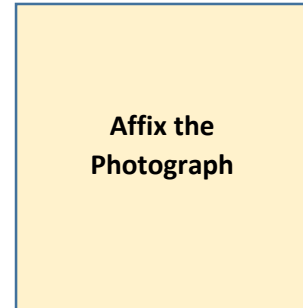
**Occupation:** Salaried /Self-Employed /Business

Current Employer / Business Name \_\_\_\_\_ Designation: \_\_\_\_\_

Office Address: \_\_\_\_\_ Office No. \_\_\_\_\_

( \_\_\_\_\_ )

Applicant Signature



**2. SECOND APPLICANT:**

Mr./Mrs./Ms. \_\_\_\_\_ S/W/D/o of \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality: \_\_\_\_\_

Residential status: Resident/Non-Resident/Person of Indian origin.

Relation with First Applicant \_\_\_\_\_

Income Tax Permanent Account No.(PAN) \_\_\_\_\_ Aadhaar No. \_\_\_\_\_

**Current Address** \_\_\_\_\_

\_\_\_\_\_ **Pin Code** \_\_\_\_\_

**Permanent Address** \_\_\_\_\_

\_\_\_\_\_ **Pin Code** \_\_\_\_\_

Mobile No. \_\_\_\_\_ Alternate Mobile No \_\_\_\_\_

Email of Applicant \_\_\_\_\_

**Preferred Address for Correspondence:**  Current  Permanent

**Occupation:** Salaried /Self-Employed /Business

Current Employer / Business Name \_\_\_\_\_ Designation: \_\_\_\_\_

Office Address: \_\_\_\_\_ Office No \_\_\_\_\_

( \_\_\_\_\_ )

Applicant Signature

Affix the  
Photograph of the  
Authorised  
Signatory

### 3. IN CASE OF CORPORATE ENTITY

M/s \_\_\_\_\_

Nature: Company / Proprietorship / Partnership firm/LLP/Any Other

Registered Address \_\_\_\_\_

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

Corporate/Other Address \_\_\_\_\_

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

Income Tax Permanent Account (PAN) No. \_\_\_\_\_

Date of Incorporation \_\_\_\_\_ CIN No. \_\_\_\_\_

Tel. No. \_\_\_\_\_ Email \_\_\_\_\_

**Represented** by Mr./Ms. \_\_\_\_\_

Authorized Signatory/Proprietor/Partner Mobile No. \_\_\_\_\_

Email \_\_\_\_\_ Aadhar No. \_\_\_\_\_

Board Resolution/Authority Letter dated \_\_\_\_\_

( \_\_\_\_\_ )

Authorised Signatory

**4. DETAILS OF THE UNIT/FLAT APPLIED FOR**

Flat Type:

S.No.	Unit Type	Carpet Area (Sq. Mt.)	Carpet Area (Sq. ft.)	Balcony Area (Sq. Mt.)	Balcony Area (Sq. ft.)	Select Unit
1	2BHK (1220)	70.18	755.42	9.37	100.86	
2	3BHK Type I (1800)	95.61	1029.15	21.65	233.04	
3	3BHK Type II (1915)	108.07	1163.27	16.89	181.8	
4	3BHK Type III (2020)	108.07	1163.27	23.94	257.69	
5	3BHK Type IV (2010)	108.07	1163.27	22.89	246.39	

Tower \_\_\_\_\_ Floor \_\_\_\_\_ Preferred Flat No \_\_\_\_\_

**5. PAYMENT PLAN OPTED**

Construction Linked Plan  Down Payment Plan  Any Other

**6. CAR PARKING SPACE**

Parking Applied with the Unit  Open  Basement  Other  
 Additional Parking  Open  Basement  Other

**7. PAYMENT OF APPLICATION MONEY/BOOKING MONEY**

The following are the details of the payment of the Application Amount:

Demand Draft /Cheque No. /RTGS/ UTR NO. \_\_\_\_\_  
 Drawn on \_\_\_\_\_ Bank; Dated \_\_\_\_\_  
 Amount (In figures) Rs. \_\_\_\_\_ (In words) \_\_\_\_\_  
 Balance\* (if any) Rs. \_\_\_\_\_

\* If Booking Amount which is 10% of Sale Price is not fully paid, this application will not be considered for allotment of Unit.

**8. CONSIDERATION**

1) Sale Price of Unit Rs. \_\_\_\_\_  
 2) Car Parking (Open / Basement/Other) \_\_\_\_\_  
 3) Power Backup ( 3 KVA  4KVA  5 KVA  ) Rs.@ \_\_\_\_\_  
 4) Additional Car Parking (if any) (Open / Basement/Other) Rs. \_\_\_\_\_  
 5) Additional Power Backup load (if any) @ \_\_\_\_\_ KVA Rs. \_\_\_\_\_  
**Total Consideration/Sale Price** Rs. \_\_\_\_\_

## 9. UNDERTAKING BY APPLICANT

Upon acceptance of my/our application, I/we hereby agree to sign and execute the Allotment Letter/ Agreement for sale within the timeline as required by the Company and I/we agree to abide by the General Terms & Conditions of the sale as enclosed and as may be stipulated by the Company in Allotment Letter, and undertake to pay the price of residential unit as per the Payment Plan agreed with the Company.

Date \_\_\_\_\_

Yours Faithfully

Place \_\_\_\_\_

Signature (s) of Applicant (s)

### Note:

1. All Taxes/Cesses/Fees as applicable shall be charged extra.
2. That in case the cost/value of flat/unit is Rs.50,00,000/- and above, in such a case each and every payment made or to be made by applicant shall be liable to a deduction of **1%** of such payment as TDS .The Applicant shall deposit the TDS with the Govt. and deliver the relevant TDS certificate, challan, receipt and other relevant documents to the company.
3. Please enclose the following documents with this application for KYC compliance:-
  - a) Photo Copy of PAN card
  - b) Residence Proof - Aadhaar Card/Passport
  - c) Corporate Booking - Resolution/Authority Letter
  - d) AOA & Memorandum of Association (MOA) duly signed by the Company Secretary/Director of the Company,
  - e) Two (2) recent Passport Size Photographs of each Applicant.
  - f) Banker Verification of signature of all applicant
4. All blanks to be filled in completely. If any blank is not applicable to the applicant(s), please put a cross "(x)" or write "N/A".
5. Application Form which is found incomplete or not accompanied with the KYC documents, shall not be considered for allotment of the unit.

### FOR OFFICE USE ONLY

Mode of Booking: Direct / Associate \_\_\_\_\_

Associate Name \_\_\_\_\_

RERA No. \_\_\_\_\_

Flat Allocated \_\_\_\_\_

Date of Booking: \_\_\_\_\_

Dealing Executive: \_\_\_\_\_

Checked / Verified by: \_\_\_\_\_

## GENERAL TERMS & CONDITIONS OF BOOKING / ALLOTMENT

### 1. DEFINITIONS & INTERPRETATION

- a. Reference to male gender shall include female gender and reference to singular shall include plural, unless the context requires otherwise.
- b. "Entire Land" shall mean land measuring 64,803 sq.mt. comprised in Plot No. GH-09, Sector -1, Greater Noida West, Uttar Pradesh
- c. "Complex" shall mean all construction, buildings, facilities and common areas existing or being constructed or to be constructed in future in all phases over the Entire Land.
- d. "Land reserved for project" shall mean land measuring **11200.518 sq.mt.** which is part of and lie within the Entire Land over which the Project is being developed.
- e. "Project" shall mean the buildings, facilities and common areas existing or being constructed on Land reserved for the project, being designated land registered with U.P. RERA as "Stellar One-Phase III".
- f. "Development Authority" shall mean Greater Noida Industrial Development Authority.
- g. "Common Area and Facilities" shall mean all facilities to be used in common by all the apartment owners, such as entrance lobbies, corridors, staircases, staircase shafts and mummies, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard rooms, entrance & exit of the complex, water supply, treatment plants, pump house, sewerage systems and STP, garbage rooms, common toilets, rain water harvesting system, ground /open parking internal roads, common circulation area and any other area or facility designated for common use.
- h. "Independent Area" shall mean the area(s) which is/are not included as area(s) for common use by all apartment owners and may be sold/ allotted or leased by the Company/Promoter without interference of any apartment owners/ allottees.
- i. "Limited Common Area and Facilities" shall mean those common areas which are reserved for use of certain apartment(s) to the exclusion of the other apartment(s).
- j. "Sale Price" shall mean the consideration amount for the unit/apartment which is so mentioned in the Booking/ Application Form.
- k. "Company/Promoter" shall mean Stellar Spring Projects Private Limited, a company registered under the Companies Act, 1956, having its corporate office at C-56/9, Sector-62 Noida U.P.
- l. "Layout and Plans" shall mean the architectural drawings of the project, open area and drawings of particular blocks and floors.
- m. "Payment Plan" shall mean the instalments of payment towards the Sale Price of Unit, having interval and the time frame for the payment.
- n. "Maintenance Charges" shall mean the charges to be paid by the Applicant/Owner/occupant of Unit/apartment for the operation, maintenance and upkeep of common area and facilities and/ or common area lighting in the Complex/ Project, payable on monthly or quarterly basis or any other manner to the Company or to the Maintenance Agency at prescribed rate(s) on the carpet area of the said apartment.
- o. "Association" shall mean an association of the apartment owners in Complex/ Project which the Company/Promoter will assist to get registered as per Societies Registration Act, 1860.
- p. "External development works" shall mean roads and road systems, landscaping, water supply, sewage and drainage system, electricity supply transformers, sub-station, solid waste management and disposal and any other work which may have to be executed in the periphery of or outside the project for its benefit, as may be provided by Development Authority or local body under the local laws.
- q. "Internal development works" shall mean roads, footpaths, water supply, sewers, drains, parks, tree plantation, street lighting, provisioning of community building, treatment and disposal of sewage and sullage water, solid waste management and disposal, rain water harvesting, energy management, fire protection and fire safety requirements, other works to be provided by the Company as per sanctioned plans.
- r. "Lease deed" shall mean lease deed dated 14/08/2014 for Entire Land which had been executed by Development Authority in favour of the Company.
- s. "Booking amount" shall mean 10% of the Sale Price of unit as per this Application form.

#### A. PAYMENTS IN RESPECT OF UNIT

### 2. Timely Payments

Timely payment of installment as indicated in Payment Plan is the essence of this booking. If any installment is not paid as per the Payment Plan, the Company will charge interest equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% for the period of delay. However, if any installment or consideration (even partly) remains in arrears for more than 30 days as per the Payment Plan/demand letter sent by the Company, the booking/Booking may be cancelled upon advance notice of 15 days sent to the Applicant and this booking shall stand withdrawn without any further intimation to the Applicant and the Applicant will have no right on the Unit applied/allotted. In case of any default or breach by Applicant, the amount deposited up to 10% of the Sale Price of the Unit, which constitutes the Earnest Money, together with any interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers, in case of booking done through a broker, shall stand forfeited and the balance amount, if any, will be refunded to the Applicant without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion and understanding, restore the allotment/booking upon charging delay interest equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% for period of delay and also restoration charges up to 5% of the cost of Unit or as otherwise mutually agreed and restore the Unit in the name of Applicant, if it has not been booked for anyone else.

**3. Payment by Cheque / Demand Draft**

The Applicant shall make all payments in time as per the terms of payment schedule through A/c Payee Cheque(s)/ Demand Draft(s)/ Electronic Transfer in favor of "Stellar SPPL Coll A/c Stellar one Ph -III". payable at Noida or as may be communicated to Applicant by the Company from time to time. The receipt of payment shall be issued by the Company in the name of all Applicants (in case the Unit is booked to joint Applicants) irrespective of payment received from any one of the joint Applicants.

**4. Demand Letter**

The schedule of payment/installment will be duly explained to the Applicant at the time of booking and also mentioned in this Application form. The payment of installments on time shall be the responsibility of the Applicant, any separate Demand Letter for the installment due, may not be sent by the Company and same shall not be claimed as a right by the Applicant or a duty/obligation towards the Company, unless circumstances require otherwise.

**5. Change in Price**

The Sale Price of the Unit is fixed, save and except increases, which the Applicant agrees to pay, due to any increase in the cost of construction material, including due to market conditions or an increase in Govt. charges, Government rates, taxes, cesses etc., increase in costs on account of force majeure conditions, or any fresh imposition of charges, taxes and/ or any other charges which may be levied or imposed or recoverable by the Government/ statutory body/ municipal authorities/ Development Authority, in future, retrospectively or otherwise in respect of Project or Land reserved for project/Entire Land. The Sale Price/total consideration/cost of the Unit as herein is only a reasonable estimate based on the cost of construction on the date of booking and estimated time of completion of Project.

**6. Other Charges**

Sale Price of the Unit does not include charges for, (a) individual electricity or water meter & connection charges, (b) piped cooking gas meter and connection charges, (c) security deposit for services/connection, (d) common area maintenance, (e) additional car parking, (f) common area electricity charges, (g) power backup & additional power backup, (h) sewerage connection charges (i) Maintenance (for 1 year in advance) (j) any other item/facilities provided additionally in the Unit or the project as a whole, (k) any incidental charges which are not otherwise expressly provided herein or any increase in charges, which shall be payable by the Applicant(s) in addition to the sale price of the Unit as and when demanded by the Company/Maintenance agency.

**7. Loan for Purchase of Unit**

In case the Applicant wants to avail of a loan facility from his employer or any financial institution/banks to facilitate the book/ purchase of the Unit applied for, same shall be subject to the terms & conditions laid down by the financing agency, which shall exclusively be binding and applicable upon the Applicant only. The responsibility of getting the loan sanctioned and disbursed as per the agreed Payment Plan will rest exclusively on the Applicant. In the event of the loan not being sanctioned or the disbursement getting delayed for any reason, the payment to the Company, as per Payment Plan, shall be ensured by the Applicant, failing which, the Applicant shall be governed by the provision pertaining to default in timely payment contained in Clause-2 hereinabove. Company shall not be responsible for arranging loan for the Applicant.

**8. Default by Applicant in Loan Repayment**

Further, in case the Applicant fails to repay the loan amount to the bank/ financial institution or fails to comply with any terms and conditions of the loan/ financing agreement entered into with such bank/ financial institution, then the bank/ financial institution may enforce the security by the sale of the Unit/ apartment and the Company may accept intending purchaser of the Unit in place of the Applicant, after the intending purchaser complies with the necessary formalities of the Company in this respect. The amount standing to the credit in the account of the Applicant after forfeiting 10% of the Sale Price of the Unit which constitute the Earnest Money and after deducting any interest on installments, interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker, will be transferred to the account of such new purchaser. Further, in case the bank/ financial institution ask the Company to cancel the booking of Unit and call for repayment of outstanding loan amount, then also the Company may cancel the booking and after forfeiting the Earnest Money and other amounts as above, pay the balance amount to the bank/ financial institution against outstanding loan amount for and on behalf of the Applicant, for which the Applicant shall not raise any objection.

**9. Specifications**

The Company may on its own provide additional/better specifications and/or facilities other than those mentioned in the specification sheet or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such charges shall be borne by the Applicant.

**10. Taxes**

That all taxes, fees, cess or charges, present or future, on land or building, levied by any authority/government, including any increase in lease rent, annual lease rent, freehold charges, any new charges or increase in existing charges or fee, on land reserved for Project / Complex/ Entire Land payable to Development Authority or any other authority, in future or retrospectively, shall be borne and paid by the Applicant in proportion of its area of Unit. If there is imposition of additional levies, rates, taxes, charges, compensation to the farmers, cess

as assessed on and payable by the company as consequences of Court order/ Government/ Development Authority/ Statutory or other Local Authority(ies) order/ demand, the Applicant shall be liable to pay his proportionate share for the same .If such charges are increased (including with retrospective effect) anytime, including after the Conveyance Deed has been executed, then such charges shall be treated as unpaid sale price of the Unit and the Company shall have the first charge/ lien on the Unit for recovery of such charges from the Applicant.

**11. Re-issuance of Document**

In case of reissuance of Application form at the request of Applicant, tri-partite agreement, permission to mortgage or any other document as required and requested by the Applicant or bank/financial institution for any reason, the company has sole right to reissue them or reject the application of reissuance. If/whenever any document is reissued by the Company, same shall be subject to documentation as required and a fee of Rs.5,000/- every time, as administrative charges and shall be payable by the Applicant.

**12. Adjustment of Installments**

The Company shall adjust the payment received from the Applicant first towards the interest and other sums, if any due, from the Applicant and the balance, towards the current installment due as per demand raised for the Apartment.

**B. CONFIRMATION BY APPLICANT**

**13.** The Applicant has applied for Booking of flat with full knowledge of all laws/ notifications and rules applicable to the local area in general and the arrangements pertaining to the Project in particular.

**14.** The Applicant has seen the relevant documents/ papers pertaining to the Land and/or right and authority of the Company to develop and market the Project constructed on the Land reserved for project and to execute this Application form and the Applicant hereby accepts and agrees to abide by the terms and conditions of this Application form.

**15. Precast Construction**

The Applicant acknowledges and understands that the project is being constructed using precast technology and is aware of both the benefits and limitations of this construction method. While the benefits are in terms of superior quality, reliability, and finishes, it is worth noting that precast construction is not adaptable for internal changes or modifications, as all walls are made of reinforced concrete (RCC). Therefore no internal alterations or additions, such as relocating electrical points, plumbing lines, or removing internal walls, doors, windows, etc., will be permitted, and no approvals will be granted for such changes.

**16. Documents Pertaining to Project**

That the Applicant has/have seen all the documents of title and other relevant papers/documents etc. pertaining to the Project and is/are fully satisfied about the title and rights of the Company in respect of the Project and have understood the scheme of Booking of the Entire Land. The drawings and plans of the Project/ Complex have been displayed at the site office of the Project and at the corporate office of the Company. The sample flat constructed at the site (if any), is not according to the structural drawings of the building, as it does not have beams & columns, so the actual construction shall not be comparable to that, also that the fitting, fixtures, finishing and other items of the said sample flat shall not be comparable with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming part of Application form.

**17. Consent for Additions and Alterations**

The Applicant agrees and hereby permits the promoter to make additions and/or alteration in the sanctioned plans, layout plans and specifications approved by the concerned authority, within compoundable limits of the Development Authority, provided the carpet area of flat Booked to Applicant shall remain unaffected. Further more, currently 10% of the total FAR is compoundable; accordingly the number of dwelling units and population density may be increased. Also that in the eventuality of change in FAR the Company shall have the right to explore the terrace to achieve the enhanced FAR. It is made clear to Applicant that for any change in layout his written consent is required as per the law, hence the Applicant hereby gives consent that the company can make any type of change in layout/ elevation/ design besides alteration in open space etc., this consent will be presumed as all-time written consent for the same under applicable laws.

**18. Specifications**

The Applicant agrees that specifications shown in the brochure/ pamphlet/ advertisings etc. are indicative only and that the Company may provide any alternate/ substitute material and/or facilities of the same quality other than those mentioned in the brochure/ pamphlet/ advertisings etc. due to technical reasons including non- availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the Project/ individual Unit. The Applicant agrees to pay for the cost of additional/ better specifications and/or facilities as additional charges proportionately or as the case may be, as and when demanded by the Company.

**19. Documentation for Unit**

The Applicant will have to execute the various documentation at the time of possession as required by the company eg. Maintenance Agreement, Parking Application form, etc. The set of all these documents will be made available in printed form. If the intending Allottee(s) do not agree with any of the terms & conditions or the content therein, the intending Applicant may cancel his booking and Booking amount deposited by him will be refunded without any interest. The Applicant will be responsible and liable for paying deficiency in stamp

duty/penalty/interest as per the Stamp Act for deficiency of stamp thereon if imposed by the Government/competent Authority over the Application form, Parking Application form and Agreement for Maintenance.

## 20. Parking Space

- a. The car parking will be available inside the complex, as per the type opted by the Applicant in the Application Form. The cars shall be parked within the parking spaces/ Booked to the Applicant. One car parking, either open or basement slot, is mandatory. No car/vehicle is allowed inside the complex except those who have reserved the parking space.
- b. The Company also reserves its rights to allot the additional un-Booked parking spaces in future as per its discretion, even after handing over the maintenance of the said complex to the Association. The Association or Owners/Applicants/Occupiers of the apartments shall not have any right over the additional / surplus un-Booked parking spaces. Applicant shall not have any ownership rights over his parking space and shall have only user right which shall stand automatically transferred along with the transfer of respective Apartment.
- c. Selection of the car parking space option in the Application form, would not automatically entitle the Applicant to the car parking space based on his preference and the Company reserves the right to make necessary adjustments as may be required for operational reasons in the large interest of project.
- d. The Company shall make all possible efforts to allot one mandatory car parking, either conventional or mechanical, as per the assigned location to the Applicant.
- e. Additional car parking space, either conventional or mechanical, would be allocated by the Company on first come first serve basis and depending upon the availability of such additional car parking space.
- f. Additional car parking space, if allotted, may not necessarily be adjacent to the previously Booked car parking and the Applicant shall be responsible to make the necessary adjustments as regards placing of his vehicles, accordingly.
- g. The Company shall not be liable under any circumstances, whatsoever, on grounds that the Booking of the car parking space was not in accordance with the Applicant's preference.

## 21. Right of Company

The apartments on all the floors shall be sold as an independent apartment with undivided interest in common areas and facilities. There may be some Limited Common Area and Facilities which are reserved by the Company for use of certain apartment(s) to the exclusion of the other apartment(s) and also some Independent Area which is/are not included as common area(s) for joint use of apartments and may be sold/ Booked or leased by the Company/ Promoter without interference of other Applicant/apartment owners/ Apartment Owners Association. The basement spaces as per the permissible usage can also be Booked for other purposes like domestic storage spaces, and other permitted use as per approved building plans which shall not form part of the common area. The Applicant shall have no ownership and user rights on any other land, facilities and amenities unless provided specifically and the Company shall have the sole right and authority to deal with such land(s), facilities, amenities and or amenities at its discretion.

Until a Sub-lease Deed is executed and registered, the Company shall continue to be owner of the apartment, this Application form shall not give any ownership right, title there in to the Applicant even though all the payments have been received by the Company. It is further clarified that the Company is not constructing an apartment as a contractor to the Applicant, on the other hand Company is constructing the complex on its own as a Promoter. The Sub-Lease will be effected after the actual construction/finishing of the apartment. The Company shall have first lien and charge over the apartment for all its dues which are payable by the Applicant to the Company.

That all other rights excepting what have been mentioned including open spaces, unsold flats/apartments, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, storage and commercial constructions etc. or any other spaces which does not fall under the common areas and facilities, will be in the sole ownership of the Company, who may charge membership fee for such facilities or dispose of the assets stated above. That the dimensions shown in the brochure, map or any other document has been calculated on unplaster, brick wall to brick wall basis. The Company can sub-lease the vacant apartment(s) or the complete block of the apartment(s) as a whole or in part to one or more person(s) /company(ies)/ institution(s), whosoever.

## 22. Change in Unit Area

Any alteration/modification as advised by architect or as directed by any competent authority may result in change in the carpet area of the apartment, including terrace and balconies as applicable. However any alteration/modification in carpet area of the apartment more than 3%, any time prior to and upon the possession of the apartment, the Company will intimate to the Applicant in writing about the changes thereof as well as the change in the cost of apartment. The Applicant has to give his/her/their consent or objection within 30 days from date of such notice. In case of no response from Applicant, his consent would be presumed. In case the Applicant objects for such change the Booking may be cancelled and the Company will refund the money received from the Applicant with interest equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%. No other claim or compensation to the Applicant shall be payable in this regard.

### C. TERMS OF GREATER NOIDA AUTHORITY

**23. Lease Deed**

The Project, "Stellar One Phase II" is being executed by M/s. Stellar Spring Projects Pvt. Ltd. on leasehold land admeasuring **11200.518 sq.mt.** being part of larger plot admeasuring 64,803 sq.mt. Booked and leased by Greater Noida Industrial Development Authority to M/s. Stellar Spring Projects Pvt. Ltd. vide Lease Deed dated 14/08/2014 duly registered with the sub-registrar of Gautam Budh Nagar at Sl. 26868 Book No.1 Volume 16654 from pages 163 to 194. All terms and conditions of the Lease Deed shall be mutatis mutandis applicable to the Applicant.

**24. Transfer of Unit**

That on execution of the sub-lease deed in favour of the Applicant by the Company and Development Authority for transfer of the leasehold title of the unit, the Applicant shall be bound by the terms and conditions of Development Authority, including payment of all such charges, taxes, duties etc. as prescribed by the Development Authority in respect of the Unit/Complex.

**25. Taxes**

That all taxes, fees, cess or charges, present or future, on land or building, levied by any authority/government, including any increase in lease rent, annual lease rent, freehold charges, any new charges or increase in existing charges or fee, on land reserved for Project / Complex/ Entire Land payable to Development Authority or any other authority, in future or retrospectively, shall be borne and paid by the Applicant in proportion to the area of the Unit.

**26. Mortgage**

The Company has taken Project loan from \_\_\_\_\_ by creating mortgage over Entire Land.

**D. CONSTRUCTION / COMPLETION OF UNIT**

**27. Completion of Construction**

The Company, based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Unit/ Project by \_\_\_\_\_ provided the Applicant and other unit Applicant making timely payment and subject to force majeure conditions as mentioned hereunder, any Governmental action or inaction and any other reasons beyond the control of the Company. No claim by way of damages/ compensation shall lie against the Company in case of delay in construction on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for completing construction of the Unit to the Applicant. Further the Company shall not be held liable for any delay in delivery of possession of the Unit to the Applicant if the delay is caused due to carrying out any alternate/ additional work demanded by the Applicant in the Unit or Development Authority at any point of time.

**28. Approvals/Permissions**

The Company shall immediately after completion of construction of the Unit/ Project apply for necessary permissions/approvals with the relevant local authorities / Development Authority, as may be prescribed. Further, the Company shall not be liable for payment of any interest or compensation to the Applicant for the period during which the permissions/approvals from the relevant local authorities/ Development Authority remain pending for reasons not attributable to the company.

**29. Construction in Phases**

a. The construction of the Complex shall be done in various /successive phases. Hence at any instant time, handover of possession in one phase may take place while, construction in another phase/part of same phase may be underway, in which case the Applicant if in the previous phase completed part of the phase shall not object to the Company continuing construction in other phase/ elsewhere in the Entire Land. However, the Company shall demarcate, secure and seclude the under construction phase part of phase from the constructed area, as far as may be practically possible.

**30.** All subsequent phases developed / being developed shall be combined together and form part of the Complex situated over Entire Land, such that all the common facilities, services, internal roads, etc. therein shall be mutually shared among all occupants of various phases/project.

**31.** Furthermore, in case the Company subsequently acquires or comes into possession of any land or area in close vicinity of the Complex, Company shall have right to construct further block(s)/phase(s) in the newly acquired area/land and to connect to the common areas & facilities and services of the existing phase/complex, without any objection, claim or compensation to the Applicant.

**32. Limitation of Liability**

In case a particular unit is omitted due to change in the Plan or the Company is unable to hand over the same to the Applicant for any reason, other than due to default of Company, the Company will offer alternate Unit of the same type and in the event of non-acceptability by the Applicant or non- availability of alternate Unit, the Company shall be responsible to refund only the amount received from the Applicant along with interest equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% and will not be liable to pay any damages/ compensation to the Applicant, whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be

liable to refund extra charges paid by the Applicant for such preferential location, without any interest or damages or compensation and same shall be adjusted in last installment as per payment plan.

**33. Internal and External Services**

That the Company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and landscaping. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the Complex which shall be connected to the internal services, are to be provided by Development Authority and/ or local or municipal authority, and this shall be clearly understood by the Applicant(s). If any charges are imposed by Development Authority for the provision of external services, same shall be borne and paid by the Applicant in proportion of area of his Unit. In case the Development Authority or local body does not provide the services outside the periphery of Project, the Company may make interim arrangement in the interest of all Applicants. If any charges are imposed by Development Authority for the provision as above, same shall be borne and paid by the Applicant in proportion of Area of his Unit. The delay in providing the above said facility on the part of Development Authority/ local body concerned shall not be considered the delay on the part of the Company.

**34. Force Majeure**

The construction of the Unit/Project is subject to force-majeure conditions, which imply any event or combination of events or circumstances beyond the control of the Company which affects the Company's ability to perform obligations under this allotment, including without limitation, the following:

- a. Acts of God i.e. fire, drought, flood, earthquake, natural disasters.
- b. Explosion or accident, air crash, acts of terrorism.
- c. Strikes or lockouts, industrial dispute.
- d. Non- availability of water supply or electric power and/or non- availability of cement, steel or other construction material due to strike of manufacturers, suppliers, transporters or other intermediaries or due to any other reason.
- e. War and hostilities of war, riots, bandh , act of terrorism or civil commotion, epidemics, pandemic and government order for work stoppage.
- f. Promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court order or direction from any Governmental Authority due to which the Company fails/is unable to comply with any or all the terms & conditions as agreed in this allotment; or
- g. Any legislation, order or rule or regulation made or issued by the Government or any other Authority, or any competent Authority refuses, delays, withholds, denies the grant of necessary approvals for the project to company or if any matter, issue relating to such approval, permission, notice, notification by the competent Authority become subject matter of any dispute suit/writ before a competent Court, for any reason whatsoever.
- h. Any act or omission of any third party or public, which has adverse effect on the development/progress of the Project.

**35.** In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company shall be entitled to use alternative/substitute materials of similar efficiency and quality without any claim or objection from the Applicant.

**36. Permissions and Approvals**

After completion of construction of the Unit/Project, Company shall file application with appropriate authority for granting necessary approvals/ Completion Certificate for the Project. Any delay on account of Development Authority in issuance of the Completion Certificate/Occupancy Certificate for reasons not attributable to Company, shall not be considered as delay on the part of the Company, and in such circumstances, the Company shall not be liable for the penalty for delay in handing over possession.

**E. POSSESSION AND USAGE**

**37.** The physical possession of the Unit and registration of conveyance/sub-lease deed in favour of Applicant shall be done only after receipt of entire sale consideration, other charges as applicable and delay charges and interests, if any due.

**38.** The Project completion period agreed upon is only indicative and the Company may offer possession before the due date. That is, construction could be completed prior to the date given in this Application form; in that case the Applicant shall not refuse for taking the possession on any ground whatsoever. The date given in the Application form is an assessment only and construction could be completed earlier to that. In case Applicant refuses to take possession on early completion, than that shall be a ground for cancellation of this Booking by company.

**39. Offer of Possession**

- a. After completion of construction, the Company shall in writing offer possession of Unit. The Applicant has to take possession of the unit within time prescribed in the written Offer for Possession from the Company failing which the Unit shall lie at the risk and cost of the

Applicant. Applicant shall be liable for payment of final payment/last installment and other charges within such time as may be prescribed in letter of Offer for Possession. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint, final finishing etc. will be done after complete payment being paid by the Applicants in respect of apartment.

- b. The Company, after filing application for Completion Certificate to relevant Authority, may in its discretion, permit the Applicant to do interiors and fitouts in his Unit after completing necessary documentation required by Company. In case Applicant takes over the Unit for interiors and fitouts, he shall be liable for making all payments of monthly charges in respect of the Unit, to Company/ its appointed Maintenance Agency, as applicable.
- 40.** If the Applicant fails to take possession after the expiry of timelines so prescribed, he shall be liable to pay Holding Charges, Maintenance Charges and any other fixed charges, at the rates to be intimated by the Company. The Holding Charge of Rs. 2/- per sq. ft. per month on delay in taking possession shall also be applicable over the Applicant and be payable by the Applicant. This holding/waiting period shall have a limit maximum of 6 months, thereafter the said Booking may be cancelled at the discretion of the Company and no other claim except to refund of amount without any interest and as per the terms and condition of the Booking shall be entitled and entertained. Further in case of Bank loan, the bank's due amount after deducting earnest money will be refunded to the bank and balance amount will be refunded to the Applicant.
- 41.** That if there is delay in completion of Project beyond the proposed date of completion due to reasons within the control of or directly attributable to the Company, the Company will pay to the Applicant interest equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% on Applicant's paid up amount for every completed month of delay, provided that all due installments from the concerned Applicant were received in time.
- 42.** There will be defect liability period as per law. The defect liability shall be limited to the defect in construction (i.e. structure). However, wear and tear in doors and windows shall not be considered as defects. Defect liability shall not cover damage resulting from flood, earthquakes, high wind/storms, unprecedented rainfall, seepage, structural changes/modification made by the Applicant, lack of proper care and maintenance by the Applicant or any other reason attributable to the Applicant, normal wear and tear etc. The defect liability is not applicable on the bought out items of fittings & fixtures which are covered under warranty by the manufacturers of those items. However, in the event of recurring problems with the bought out items, the Company shall cooperate with the purchaser/ Applicant in resolving out the issue.
- 43.** The Conveyance Deed/Sub-Lease deed in favor of Applicant shall be executed by the Company and Development Authority as and when permissible after receipt of total sale price and other charges, agreed herein and other connected expenses/charges, cost of stamp duty, registration fees, delay penalty to Authority etc. towards Conveyance Deed, miscellaneous expenses and advocate's legal fees/charges, these fees and charges shall be borne and paid by the Applicant. If the Company incurs any expenditure toward the registration of the unit, the same will be reimbursed by the Applicant to the Company. In case the stamp duty or other charges payable by the Applicant to the Authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the Company, such discount availed by the Applicant shall be reimbursed to the Company prior to registration.
- 44.** All charges payable to various departments for obtaining service connections to the Unit like electricity, telephone, water, LPG/PNG etc. including security deposits for sanction and release of such connections will be separately payable by the Applicant at the time of possession.
- 45. Sale of Unit**
- The Applicant may sell the Unit after registration of conveyance deed to any other person or persons, only after obtaining prior approval/NOC in writing from the Company and payment of the administrative charges @1% of the consideration plus applicable taxes. Also, Allottee shall pay charges as may be demanded by Greater Noida Authority or any other Authority as per tripartite lease deed executed separately with the Authority.
- 46. Right in Common Facilities**
- The Applicant shall have no ownership rights in the remaining part of the Project/complex, such as, community facilities, park, common areas etc. except the right of ingress and egress and usage as may be prescribed. The right of usage of Project facilities is subject to observance by Applicant of covenants herein and up to date payment of all dues and the Applicant abiding by all the terms and conditions for uses of common areas as may be stipulated by Company or the Maintenance Agency as may be informed by the Company.
- 47. Taxes**
- All property related taxes, such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the Applicant from time to time as applicable.
- 48. Applicant to Abide by Laws**
- The Applicant shall abide by all laws, rules and regulations of the Development Authority/Local Authority/State Govt./Govt. of India and of the Apartment Owners Association as and when the AOA formed and until then as prescribed by the Company/ Maintenance Agency and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the apartment.

**49. Permitted Use**

The Applicant shall always use the Unit for the purposes of residence and shall not use the Unit as guest house, hostel, hotel or for transient stay. Further, the Applicant shall not use the Unit for any purpose which is against any law or any directive of the Government or the local authority or public policy. The Applicant shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and/ or the assets of other Applicant in the Complex. The Applicant shall not use the Apartment for any immoral or illegal activity.

The Applicant shall not use/permit use of apartment for the purpose of which may or likely to cause public nuisance or not permissible under the law. Any type of encroachment/construction in the entire Project/Complex including roads, lobbies, roofs, etc., shall not be allowed to the apartment owners or associations of apartment owners. Applicant shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or anywhere in the common areas shall not be permitted. The Applicant of ground floor Units do not have any exclusive right to use the lawn area and do not have any ownership right thereon. Similarly, the Applicant of top floor unit does not have any exclusive right to use the roof and shall not have any ownership right thereon.

**50. Handing over to Association**

At the time of handing over the maintenance of the project to the AOA, the items that will be handed over to the AOA, will be all existing lifts, corridors, passages, parks, underground and overhead water tanks, fire-fighting equipment's with motors rooms, power distribution system, DG sets, security gates with intercom, lift rooms at terrace and other areas falling under the common area. All the unsold spaces and areas which are not falling under the part of common area shall continue to be the property of the Company and all rights are reserved with the Company for the said areas.

**51. Insurance**

The contents of each apartment along with the connected structural part of the building shall be insured by the Applicant at his/her/their own cost against the fire, earthquake etc. The Applicant will pay all charges towards insurance either by him/her/them individually, or through AOA collectively, if so formed for maintenance of the building.

**F. MAINTENANCE OF COMPLEX**

**52.** Maintenance of common areas and facilities shall be organized by the Company, by itself or through a separate Maintenance Agency, until the formal handover of common areas and facilities to the duly constituted Apartments Owners' Association formed by/with the assistance of the Company for the complex. The Applicant shall deposit one year advance maintenance charges at the time of Offer of Possession along with last and final installment and other charges as applicable.

**53.** The Applicant shall allow the complex maintenance team to have full access to and through his Unit and terrace area for the periodic inspection, maintenance and repair of any common services there in with prior intimation unless except in urgency/emergency when it is not practical to give prior intimation.

**54.** The maintenance of the residential Unit, including all walls and partitions, sewers, drains, pipes, floor, reserved lawn and terrace, if any, and balconies shall be the exclusive responsibility of the Applicant from the date intimated for possession.

**55. Restriction on Alternations**

The Applicant shall not effect any of the following changes/alterations:

- a. Change which may cause damage to the structure (columns, beams, slabs etc.) or any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Applicant will get the same repaired or make good the loss to the satisfaction of the Company.
- b. Change that may affect the facade of the unit (e.g. changes in Windows, tampering with external treatment, changing of wardrobe position, changing the paint color of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
- c. Making encroachments on the common spaces in the complex.
- d. Any change/alteration that violates the rules or bye-laws of the Local Authorities or the Association of Owners(s) or the Maintenance Agency.
- e. To store in the Unit any goods, which are so heavy as to affect the construction or the structure of the Unit or any part thereof.
- f. To do anything in or about the Unit which may tend to cause damage to any flooring or ceiling or any Unit over/ below or adjacent to his Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
- g. Any change/ alteration in the fitting & fixtures in the Unit provided by the Company. Change in fittings & fixtures will lead to termination of warranties included therein.

- h. To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/ places specifically earmarked for the purposes in the Project.

**56. Electricity**

That the electricity supply to the entire Project is to be taken from NPCL/any other statutory power distribution Company. It will be permissible for each Applicant/apartment owner to obtain individual electricity connection for his/her Apartment together with a separate electricity meter for which necessary charges for obtaining connection, security and user charges shall be payable directly by the Applicant / apartment owner to the said NPCL/Statutory power distribution Company. The electricity infrastructure have been provided by the Company as per current norms of NPCL. In case in future there are any additional Infrastructure requirements from NPCL, the expenditure has to be borne by the Applicants in proportion of super area of flat.

That in accordance to the provisions of Uttar Pradesh Electricity Supply Code (Thirteenth Amendment) 2018, the meter installed by the NPCL at the incoming supply point of the project on entire land will act as "Reference Meter". The NPCL will compare the total electricity/ energy consumption recorded by "Reference Meter" and total electricity/ energy consumption of all the individual meters, installed in project, for each billing cycle. The difference of electricity / energy consumption beyond the prescribed limit of "Reference Meter" and total electricity consumption of all the individual meters installed in project, shall be added in the consumption of Common Area by the NPCL. The Applicant shall pay proportionate share of such extra added units without demur to the Lessee/Nominated Maintenance Agency/ AOA as the case may be, along with the Maintenance Charges.

**57. Power Back-up Facility**

The Applicant can also avail power back-up facility as opted by him/her/them in Application. The Applicant may kindly ensure to have given his/her/their consent in writing at the time of Application/ Booking as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG set) shall be subject to the prevailing rates of fuel and other input costs. Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will always be final as opted in Booking Application or at the time of allotment. It is clarified by the Company that the power back-up arrangement like Diesel Generator sets in the complex are proposed to be designed & installed on the basis of diversity factor of 50%. Further the Transformer capacity for NPCL supply in the complex shall be designed for diversity factor of 35%. The Applicant agrees that he /she/they, either singly or in combination with other Applicant(s) in the complex shall not claim that the installed capacity be the cumulative of all power back up load and/or sanctioned load on NPCL supply, as the case may be, by the company to different Allotees, since it is understood by Applicant that above capacity/ load is sufficient to the requirement of the project/ complex.

**G. NAME OF PROJECT AND IPRs**

58. The Unit shall always be part of the Project known as "STELLAR ONE Phase III and Complex known as "Stellar One". The name of the Project or Complex shall never be changed by the Applicant or Association of Applicants/Owners.
59. Words/trademarks such as "STELLAR ONE", "Stellar" and other associated marks or group marks are the trademark owned by the Company / Stellar Group and Applicants or Association of Owners shall not use such trademarks except as permitted and to the extent authorized in writing by the Company/Stellar Group. Any violation by Applicant shall entail both criminal and civil action by the Company against such Applicant.

**H. TERMINATION/CANCELLATION OF ALLOTMENT**

**60. Events of Default**

In the circumstances enumerated below the Applicant hereby authorizes the Company to cancel the Booking of the Unit and forfeit 10% of Sale Price which constitutes earnest money together with any interest on installments, interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker. The amount, if any, payable/refundable shall, however be refunded to the Applicant/ the financial institution, as the case may be, by the Company without any interest after re-Booking of the Unit to another prospective buyer and after compliance of other formalities by the Applicant.

**61. Circumstances when Company may revoke/cancel this Booking are as following:**

- Failure to make payments within the time as stipulated in the Schedule of Payments or failure to pay the stamp duty, legal, registration, any incidental charges;
- Failure to take over possession of the said Apartment by the Applicant for occupation and use within the time stipulated by the Company in its notice;
- Failure to execute the conveyance deed/ sub lease deed within the time stipulated by the Company in its notice;
- Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for DG power or any increases in respect thereof;
- Assignment of this Application form or any interest of the Applicant in this Application form without prior written consent of the Company;
- Dishonor of any Cheque(s) given by Applicant and failure to provide Demand Draft in lieu thereof, with delay interest and other charges.

- Upon request for cancellation of booking /Booking by the Applicant;
- Any other breach of this Application form or any other agreement with Company in respect of Unit

**62. Discount & Concession**

If any discount/ concession has been given by the Company in the Basis Sale Price/ in the payment term to the Applicant, then the Applicant hereby authorizes the Company to withdraw such discount/ concession upon termination of Booking due event of default or default in timely payment, and demand/adjust the payment of such discount/ concession amount as a part of sale consideration amount, which the Applicant hereby agrees to pay immediately.

**63. Death of Applicant /Disputes Inter-se**

The Applicant and co-Applicant, if any, will have equal share in the apartment and in case of death of any of them the booking will continue only after providing a certificate/ order regarding the legal heirs of the deceased from the appropriate Court/ Authority and a no-objection certificate from the bank if a loan is availed. Similarly, in a divorce case or where a dispute arises between the Applicants, inter-se, booking will continue only after providing consent in writing by both of them and no-objection certificate from the bank concerned. In case of any dispute between the Applicant and co-Applicant, the decision from the competent Court shall be honored by the Company.

The interest on the delayed payment shall be charged in case of default in payment due to the dispute whatsoever stated above. In all the above said circumstances there will be a time limit of maximum up to two months thereafter the Company can cancel the said booking/ Booking and the Applicant shall have no claim or right, whatsoever, except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 10% of the Sale Price of the apartment, being Earnest Money for the refund in above said cases, as stated above, consent of both Applicants shall be necessary; otherwise the amount shall be refunded in equal share between all the Applicants or as directed by court of competent jurisdiction.

**64. Indemnity**

- The Applicant undertakes to abide by the terms and conditions of Booking as mentioned herein and the applicable laws.
- The Applicant undertakes to indemnify, defend and hold harmless the Company, their directors, officers and employees and their respective affiliates (collectively, the "Indemnified Persons") from and against any and all fines, damages, losses, liabilities, costs, charges, expenses, penalties etc. suffered or incurred and/ or which may be suffered or incurred by any of the indemnified person(s) and arising at any time and in any manner whatsoever, including any contravention, breach or non-performance (in whole or in part) by the Applicant of any of the terms and conditions, covenants, or obligations contained herein.
- The indemnification rights of the indemnified persons herein are independent of, and in addition to, such other rights /remedies as the indemnified persons may have at law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

**I. MISCELLANEOUS**

- The basis of calculating proportionate charges payable by an Applicant will be the proportion of the area of unit of Applicant to area of all units affected by the charge.
- This Booking will be subject to the terms and conditions of sanctioned layout plan, approved building plans and the licenses/ approvals issued by Development Authority or any other authority in respect of the Project/ Complex and the Lease Deed of Entire Land which the Applicant shall abide by, at all times.
- The Company alone shall be entitled to obtain the refund of various securities deposited by it during construction of the Project with various Governmental/ Local Authorities for electric, sewer connection or for any other purposes.
- The roof rights of the Project shall remain with the Company unless Booked to any Applicant against consideration. The Applicant shall have no objection if the Company gives on lease or hire any part of the top roof/ terraces above the top floor for installation and operation of antenna, satellite dishes, communication towers or any other purpose.
- The Applicant shall not be entitled to assign his rights conferred by this Allotment Letter in respect of the Unit. The Company may however, at its discretion, after expiry of 12 months from the date of this Allotment but before offer of possession, permit assignment, on such terms and conditions as it may deem fit, including but not limited to, payment of administrative/ processing charges @3% of Sale Price for the Unit, unless otherwise agreed by the Company, upon clearance of all outstanding/previous dues in respect of the allotment/Unit and payment of at least 50% of total consideration of Unit. Any change in name (including addition/ deletion) of the Allottee will be deemed as assignment.
- The Applicant shall not use or allow to be used the unit for any non-residential/commercial purpose or any activity that may be unlawful or cause nuisance to the other Applicants in the complex.
- In case Applicant being NRI/Person of Indian Origin resident abroad, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law rules, regulation as may be applicable to purchase of property in India shall be the responsibility of the Applicant.

72. The Applicant agrees and undertakes that he shall, on taking possession of the Unit or before, have no right to object to the Company constructing or continuing to construct other buildings adjoining the said residential unit. The Applicant agrees that in case further construction in the complex or the adjacent unit is permitted under law, the Company shall have sole right to undertake and dispose off such construction, without any objection from the Applicant.
73. In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with anyone of the joint Applicants sufficient for its record.
74. The terms and conditions contained herein shall be binding on the owner/ tenant/ person occupying the Unit and default of the occupant shall be treated as default of the Applicant, unless the context requires otherwise.
75. That the Company is authorized to raise loan by creating mortgage of the entire land/Project/complex from any Bank/ Financial Intermediary and the Applicant will have no objection in this regard. However, the Sub-Lease deed in respect of apartment in favor of Applicant will be executed and registered free from all encumbrances at the time of registration of same.
76. The Applicant agrees that the promoter may transfer or assign his rights and liabilities in respect of the Project to a third party with intimation/ prior approval of the Development Authority, as applicable. Such transfer or assignment shall not affect the rights of Applicant in the unit/flat. Intending promoter shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided herein or as per law.
77. That the Applicant understands that the Company shall be carrying out extensive development/ construction activities in the Complex over a period of time. The Applicant understands and agrees that various Towers/ structure / amenities/ facilities etc. comprised in the Complex shall be completed in phases and the Applicant shall not raise any objection or make claim or default in any payments as demanded by the Company /Maintenance Agency on account of inconvenience, if any, due to such development/ construction activities in the Complex.
78. Delay or indulgence by the Company in enforcing the terms of this Booking or any forbearance or giving time to Applicant shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Booking by the Applicant nor shall the same in any manner prejudice the rights of the Company.
79. If any provision of this Letter of Booking is determined to be void or unenforceable under any applicable law/ Court order, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be consistent with the purpose of this Letter of Booking and to the extent necessary to conform to applicable law and the remaining provisions of this Letter of Booking shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render this Letter of Booking void. Further, the terms and conditions contained in the Application Form of Applicant shall continue to be in force and binding on both the parties unless contrary to this Letter of Allotment.
80. That the Applicant has got his complete address and email id registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered letter/ registered email about all subsequent changes, if any, in his address. The address given in the Application for Booking of Unit shall be deemed to be the registered address of the Applicant until the same is changed in the manner aforesaid. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the Applicant/s.
81. That in case of joint Applicant, all communication shall be sent by the Company to the Applicant whose name appears first and at the address given by him and shall for all purpose be considered as served on all the Applicant and no separate communication shall be necessary to the other named Applicant.
82. That all letters, receipts, and/or notices issued by the Company or its nominee and dispatched Under Certificate of Posting/Regd. AD/Speed Post/ Courier Service to the last address known to Company, of the Applicant, shall be sufficient proof of receipt of the same by the Applicant and shall fully and effectually discharge the Company/Nominee.
83. That for all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Applicant is a Firm, any other Body Corporate or Organization or an Association.
84. That general terms and conditions of this Application form may be amended by the Company by issuing revised Application form or addendum, as may be necessitated by any change in prevailing laws or government authority requirements or otherwise felt necessary by the Company.
85. That if at any stage this document requires to be registered under any law or necessity, the Applicant binds himself and agrees to have the same registered at his cost and expenses and keep the Company fully absolved and indemnified in this connection.
86. Applicant shall sign Agreement for Sale as may be required by Company for compliance under Real Estate (Regulation and Development) Act, 2016. Agreement for Sale as per the draft notified by the Government of U.P. pursuant to notification no.1673 Eight-3-18-65 Vividh/16 in compliance with RERA, 2016 is to be signed and the responsibility of payment of stamp duty and registration of the same shall that of the Applicant. The Company shall provide all cooperation and assistance for the registration of Agreement for Sale. This Application form and Agreement for Sale shall be read together and shall together form complete agreement between the parties.

**J. DISPUTES RESOLUTION**

87. That the terms and conditions contained herein above shall be interpreted in a manner so as to cover the laws and rules prevalent in India.
88. That the rights and obligations of the parties under or arising out of this Application form shall be construed and enforced in accordance with the laws of India.
89. That all or any disputes arising out of or touching upon or in relation to the terms of this Application form including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled as far as possible amicably by mutual discussion.
90. That the Courts Gautam Budh Nagar and High Court at Allahabad shall have requisite jurisdiction in all matters arising out of and/or concerning the Booking of the Unit.

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**(Applicant)**

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**(Co-Applicant)**