

E-10

Application For Booking Of An Apartment For Residential Use In The Project "Mahagun Mezzaria", Situated At GH-01/A, Sector-78, Noida, District Gautam Budh Nagar

To,

M/s Nexgen Infracon Pvt. Ltd
Office No.44, Tower B
'The Corenthum',
Plot No. A-41, Sector-62,
Noida (U.P)

Dear Sir,

1. I/We (also referred to as the "Applicant") whose particulars are mentioned in **Annexure-A** herein below am/are pleased to apply for a residential apartment ("Apartment") in the aforesaid Project ("Application") being developed by M/s Nexgen Infracon Pvt. Ltd ("Company").
2. The said Project is being developed over the land as mentioned in **Annexure-B** and as per the plans, approved by New Okhla Industrial Development Authority (NOIDA) in accordance with, but not limited to the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 ("Apartment Act"), the Real Estate (Regulation and Development) Act, 2016 ("RERA"), and other applicable rules and regulations as mentioned in **Annexure-B** ("Disclosure") and in accordance with the payment plan opted by me/us as per details mentioned in **Annexure-C**.
3. The Applicant has annexed to this Application all the applicable documents as requested for in **Annexure-D**.
4. The Applicant acknowledges and understands that the Company may seek additional documents and/or information necessary for the compliance under Applicable Laws or to validate/substantiate any information provided in the Application, which shall be provided by the Applicant upon demand by the Company.
5. The Applicant is legally competent to make and submit the present Application for the aforesaid Apartment and there is no legal or contractual impediment or restriction on the Applicant making this Application or the payment tendered hereunder.
6. The Applicant has executed the Application as per the instructions provided in **Annexure-E**.
7. The Applicant agrees and shall comply with the indicative terms and conditions provided in **Annexure-F**.
8. The Applicant represents and acknowledges that the Applicant has inspected and understood the contents, meanings and implications of the Disclosure as applicable to the Apartment and the Project and is submitting this Application after being fully satisfied with the terms and conditions of the annexures as mentioned above and about the rights, title and interest of the Company in relation thereto and with the full knowledge and understanding of all Applicable Laws/notification and applicable rules in general, including but not limited to the Apartment Act, and the REKA.
9. The Applicant acknowledges and understands that the submission of this signed Application and/or the receipt of the amounts paid by me/us, by the Company shall not constitute a right to allotment of an Apartment in favour of the Applicant. I/We further understand that this Application neither

FOR NEXGEN INFRACON PVT. LTD.

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Director

constitutes any binding contract/ agreement to sell the Apartment nor the receipt of the amounts paid with this Application by me/us would amount to any acceptance of this Application and shall not bind the Company to allot the Apartment in my/our favour. I/We further understand that the expression 'allotment' wherever used in this Application shall always mean provisional allotment and shall continue to remain so till the time the Agreement for Sale is executed between me/ us and the Company.

10. The Applicant acknowledges that only upon execution of the Agreement for Sale between the Applicant and the Company, the allotment of the Apartment become final and binding on the Applicant and the Company, in accordance with the terms and conditions contained therein
11. In the event of the Company accepting this Application to allot the Apartment, I/we agree that the Agreement for Sale shall be executed by me/us in accordance with the provisions of RERA, within 30 (thirty) days from the date on which the payment of more than 10% of the price consideration is completed by the Applicant.
12. The Applicant understands that once submitted, this Application cannot be revoked/withdrawn by me/us. If the Applicant does not execute the Agreement for Sale within the time stipulated by the Company for this purpose, then the entire Earnest Money shall be forfeited by the Company; and I/we shall be left with no right, interest, claim or lien on the said proposed Apartment or its booking or otherwise on the Company in any other manner whatsoever.
13. The Applicant hereby agrees and acknowledges that the rights of the Applicant will be restricted to his Apartment and Common Areas/ Limited Common Areas only, as provided in RERA and Apartment Act. The Applicant shall not have any right, title and interest in the Independent Areas, within the meaning of the Apartment Act, even though such Independent Areas may form a part of the common layout plan which is sanctioned for the Project. The Company shall be entitled to develop the Independent Areas in such manner as may be deemed fit by the Company and sell/transfer/assign/encumber/lease the same in any manner as may be deemed fit by the Company. The Company, at its sole discretion, and in accordance with Applicable Laws, including but not limited to the Apartment Act and the RERA shall be entitled to construct modify/redevelop the Independent Areas from time to time.
14. I/We understand that in addition to the sale consideration as set out in the payment plan at **Annexure-C**, I/we shall also be liable to pay all the charges demanded by the Company as well as any introduction of new taxes, charges, fees, levies and/or revision/enhancement in the statutory charges or service tax, VAT, GST or any other statutory taxes, fees, charges, etc. at any time in future, as may be applicable, within the timelines stipulated for the payment of the same as mentioned in **Annexure-C**.
15. I/We shall pay the basic price and other charges of the Apartment on the basis of "Carpet Area" which has been elaborately defined and explained in **Annexure B**. The basic rate (per square feet) of the Apartment is firm save and except as provided herein.
16. I/We further understand that if there is any change of policy of the government by way of circular, notification, legislation, etc., resulting in enhancement of 'Floor Area Ratio' of the Project, the Company shall have the right to suitably amend the building plans and related approvals of the Project accordingly and in compliance with Applicable Laws.
17. I/We confirm that all correspondence to me/us should be made in the name of the first applicant mentioned below and any notices /letters/email sent by the Company to the above first applicant shall be valid intimation to me/ us regarding the contents therein.



18. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Agreement for Sale. However, in case of any contradiction or inconsistency between the terms and conditions herein and the terms and conditions as may be specified in the Agreement for Sale, the terms and conditions specified in the said Agreement for Sale shall take precedence over the terms and conditions as set out herein.

I/We hereby enclose a Cheque/Demand Draft No. _____
dated _____ drawn on _____ Bank,
Branch at _____ for
an amount _____ of
Rs. _____ (Rupees _____)

I/We have clearly understood and agreed that this Application Form will be processed by Company only after realization of Application Money of Rs. _____/- (Rupees _____ Only) as mentioned above and as specified in the payment schedule more particularly mentioned in Annexure-C.

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Photograph
(Sole/First Applicant)

ANNEXURE-A

DETAILS OF THE APPLICANT

I. SOLE / FIRST CO-APPLICANT

Salutation	First Name	Middle Name	Surname
Name:			
Father's / Husband's / Karta's / Director's / Partner's / Trustee's Name			
Marital Status: If married, name of the spouse			
Anniversary Date			
Date of Birth			
Profession Designation			
Company's/Firm's Registration No.			
Residential Status: Resident [] Non Resident [] Person of Indian Origin []			
Nationality		Passport No.	Date of Issue
Aadhar No.			
Applicant Type: Individual [] HUF [] Firm [] Company [] Trust [] Other [] (specify			
Income Tax Permanent Account No			
Present Office Address			
Telephone			
Email			
Present Residential Address			
Telephonic			
Email			
Address for Correspondence			
Telephone			
Email			
Mobile No			
Fax No			





2. SECOND CO-APPLICANT

Situation	First Name	Middle Name	Surname
Name:			
Father's / Husband's / Karta's / Director's / Partner's / Trustee's Name:			
Marital Status		If married, name of the spouse	
Anniversary Date			
Date of Birth			
Profession		Designation	
Company's/Firm's Registration No.			
Passport No. (copy enclosed)			
Residential Status: Resident [] Non Resident [] Person of Indian Origin []			
Nationality			
Aadhar No.			
Applicant Type: Individual [] HUF [] Firm [] Company [] Trust [] Other [] (specify)			
Income Tax Permanent Account No.			
Present Office Address			
Telephone			
Email			
Residential Address			
Telephone			
Email			



Photograph
(Third Applicant)

3. THIRD CO-APPLICANT

Surname	First Name	Middle Name	Surname
Name:			
Father's / Husband's / Karta's / Director's / Partner's / Trustee's Name:			
Marital Status: If married, name of the spouse:			
Anniversary Date:			
Date of Birth:			
Profession: Designation:			
Company's/Firm's Registration No.			
Passport No. (copy enclosed)			
Residential Status: Resident [] Non Resident [] Person of Indian Origin []			
Nationality:			
Aadhar No.			
Applicant Type: Individual [] HUF [] Firm [] Company [] Trust [] Other [] (specify)			
Income Tax Permanent Account No.			
Present Office Address:			
Telephone:			
Email:			
Residential Address:			
Telephone:			
Email:			

Notes - For additional co-applicant(s) use separate sheet



In case of joint Applicant(s), all correspondence/communication shall be sent to the First Applicant and at the correspondence address of the First Applicant which shall be deemed as delivered and served upon all the joint Applicants. No separate communication shall be sent to the joint Applicant(s). The First Applicant shall inform the Company in writing of any change in the mailing / correspondence address mentioned herein failing which all demands, notices etc. by the Company shall be mailed at the address given in this Application and shall be deemed to have been delivered to and received by the first and all joint Applicant(s).

In case there is any change in information provided, the Company must be immediately notified.

ADDITIONAL INFORMATION OF THE BANK ACCOUNT THROUGH WHICH PAYMENT IS MADE:

Details of the Bank (Name, Branch, Address, Swift Code)	Account No

Bank account details for refund of (in case of non-allotment of the Residential Apartment)

Name of Account Holder: _____
 Bank Account Number: _____
 Bank Name: _____
 Branch Location: _____
 City: _____
 MICR Code: _____
 IFSC Code: _____



APPLICANT(S) WHETHER PIO / NRI/OCI	
<p>(i) <i>Whether the Applicant(s) is NRI?</i> Whether the Co - Applicant(s) is NRI?</p> <p>I / We hereby declare that and confirm that I am/ We are a Non Resident Indian and I /We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and Company shall not be liable for the same in any manner whatsoever. We shall keep Company informed about any change in the above status.</p>	<p>: Yes / No : Yes / No</p> <p>(Tick as applicable)</p> <p>(Signature/s of Applicant(s))</p>
<p>(ii) <i>Whether the Applicant(s) is PIO?</i> Whether the Co - Applicant(s) is PIO?</p> <p>I / We hereby declare that and confirm that I am/ We are a Person of Indian Origin and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and Company shall not be liable for the same in any manner whatsoever. We shall keep Company informed about any change in the above status.</p>	<p>: Yes / No : Yes / No</p> <p>(Tick as applicable)</p> <p>(Signature/s of the Applicant(s))</p>
<p>(iii) <i>Whether the Applicant(s) is OCI?</i> Whether the Co - Applicant(s) is OCI?</p> <p>I / We hereby declare that and confirm that I am/ We are a Overseas Citizen of India (OCI) and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and the Company shall not be liable for the same in any manner whatsoever. We shall keep Company informed about any</p>	<p>: Yes / No : Yes / No</p> <p>(Tick as applicable)</p> <p>(Signature/s of the Applicant(s))</p>



change in the above status.	
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DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing material has been concealed or withheld by me/us there from. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.



ANNEXURE-B

DISCLOSURE

I. DETAILS OF THE PROJECT LAND AND LAYOUT

1. Description of the Project land:
2. Description of encumbrances (if any): As per Schedule I

II. APPROVALS

1. Floor Plan: As per Schedule-II
2. Layout Plan: As per Schedule-III
3. Building Permit from the New Okhla Industrial Development Authority (NOIDA):
4. No – objection certificate ("NOC") from Fire Department:
5. Environment clearance from the State Environment Impact Assessment Authority, Uttar Pradesh:
6. Consent to establish from State Pollution Control Board, Uttar Pradesh:
7. NOC from Airports Authority of India:

III. DETAILS OF THE PROJECT.

1. Details of specifications of Apartment: As per Schedule-IV
2. Registration details under the RERA,
 - (a) Registration no. of the Project:
 - (b) Validity period:



IV DETAILS OF APARTMENT.

A. Details of the apartment:

Particulars	Details
Block/Building/Tower No.	
Apartment No.	
Floor	
Type	
Carpet Area in Sq.Ft./Sq.Mt.	
Balcony Area in sq.ft./Sq.mt.	
Super Area in sq.ft./sq.mt.	
Rate per sq.ft./sq.mt.	

NOTE:

- (i) The total cost as mentioned in Annexure-C is inclusive of one covered parking, lease rent and 10 KVA power back up (upto 4000 sq. ft.)/15 KVA power back up (4000 sq. ft).
- (ii) In addition to above, the Applicant will be entitled to membership of Club for which no additional charges will be levied.

B. One time Additional Charges (IF OPTED BY THE APPLICANT)

Additional Car Parking Space (Any one of the Following)	
Usage Rights of Single Covered Parking	Rs. _____/-
Additional Power back up	
Rs. 30,000/- per KVA	Additional KVA _____ Amount Rs. _____/-



C. Other Charges (One time Possession Charges)

<u>Particulars</u>	<u>Amount</u>
Interest Free Maintenance Security Deposit	Rs. _____/-
Sinking Fund	Rs. _____/-
Electricity Meter Charges	As per Actual
IGL Charges	As per Actual
FTTH Charges	As per Actual
Administrative Charges	As per Actual
Electricity, Water and Sewerage Connection Charges	As per Actual
Advance Club usage Charges for 24 months	As per Actual
GST (As applicable)	Rs. _____/-
Total price (in rupees) (C)	Rs. _____/-



ANNEXURE-C

SALE CONSIDERATION AND PAYMENT DETAILS.

I. Components of the Total Sale consideration & Payment Plan are as follows:

SUMMARY OF TOTAL COST INCLUDING GST

		Basic Cost	Floor PLC	View PLC	Additional Power Backup	Additional Covered Car Parking	Total
Components of Unit Cost							
GST	Rate Applicable	12%	12%	12%	18%	12%	
	Amount Payable						
Grand total including GST (Rs.)							

Plan I (Down Payment Plan)

	Date	Total Cost	
		%	Amount (Rs.)
Token Amount		10%	
Booking Amount			
Within 30 days of Booking		5%	
Within 45 days of Booking		80%	
Amount due on offer of Possession		5%	

Plan II (Special Payment Plan)

	Date	Total Cost	
		%	Amount (Rs.)
Token Amount		10%	
Booking Amount			
Amount due Within 30 days from the date of Booking		30%	
Amount due on 31 st December, 2017		20%	
Amount due on offer of Possession		20%	

Plan III (No Pre Emi Payment Plan)

	Date	Total Cost	
		%	Amount (Rs.)
Token Amount			
Booking Amount		15%	



ANNEXURE-D

APPLICABLE DOCUMENTS

1. Booking amount cheque/ draft.
2. PAN No. and copy of PAN Card.
3. For Companies: Copy of Certificate of Incorporation, Memorandum and Articles of Association and certified copy of Board Resolution authorizing the person executing the Application.
4. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners and written authorization in favour of the person/partner executing the Application.
5. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR Account.
6. For NRI: Copy of passport and payment through their own NRE/NRO Account / FCNR Account.
7. One photograph of each Applicant.
8. Address/ Identity Proof: Photocopy of Passport/ Electoral Identity Card/ Ration Card/ Driving License/ Aadhaar Card etc.
9. Specimen signatures duly verified by bankers (in original).

All documents submitted with this Application must be self - attested



ANNEXURE-E

INSTRUCTIONS

1. The Applicant or the Applicant's authorized signatory (in case of a company/ firm/ HUF/ trust) duly authorized to execute this Application must manually sign by putting his/ her full signature at the bottom of each page of this Application including all its attached Annexures and Schedule(s) which should also bear the organization stamp in case the Applicant is other than an individual).
2. No alteration, erasure, correction, addition, deletion, cancellation and/or modification etc., should be made to any provision of this Application or to any of its attached Annexures.
3. A recent passport-size color photograph of the Applicant/ authorized signatory must be affixed in the space provided and manually signed across such that a portion of the signature appears on the photograph and the rest on the paper it is affixed on. In case of more than one Applicant, each such Applicant must do likewise.
4. I/ We confirm that I/ we have read and understood the above instructions and each and every clause of the Application and its Annexures, Schedules and I/we now execute the Application being fully conscious of my/our rights and obligations and the limitations of the Company in respect of the Project and hereby undertake to faithfully abide by all the terms and conditions of the Application.



ANNEXURE-F

TERMS AND CONDITIONS

ARTICLE I

DEFINITIONS

1. In this Application, capitalized words and expressions shall have the meanings as ascribed to them hereunder unless otherwise repugnant or contrary to the subject, context or meaning thereof, and words and expressions that are not specifically defined hereunder shall carry the meanings as the intent of the provision and context in which they are used, may ordinarily demand or as otherwise may be consistent, congruent and coherent with the manifest intent, purpose and meaning of this Application and not otherwise.
- (i) **"Agreement for Sale"** shall mean and refer to an agreement entered into between the Company and the Applicant and to be executed by the Applicant with the Company within 30 (thirty) days from the date on which the payment of a more than 10% of total sale consideration is completed by the Applicant.
 - (ii) **"Apartment"** shall mean and refer to the apartment to be allotted and purchased by the Applicant in the Project as per details specified in the **Annexure-B** for the permitted use under Applicable Laws in accordance with the terms and conditions of this Application, the Agreement for Sale and the Disclosure at **Annexure-B**;
 - (iii) **"Apartment Act"** shall mean the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
 - (iv) **"Applicant"** shall mean the person(s) applying for allotment of the Apartment whose particulars are set out in this Application and who has appended his/her/their signature in acknowledgement of having agreed to the terms and conditions of this Application;
 - (v) **"Application"** shall mean and refer to this Application executed by the Applicant including all its annexures as are contained herein and attached hereto for the allotment of the Apartment with the related obligations/rights of the Parties;
 - (vi) **"Applicable Laws"** shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any person authorized to act under any Authority from time to time in relation to the Project, Apartment or the transaction between the Parties as contemplated herein, including but not limited to the Apartment Act and the RERA.;
 - (vii) **"Applicable Interest Rate"** shall mean simple interest @ ___% which is equal to SBI benchmark prime lending rate + 2% at the time of date of execution of Agreement for Sale or any other rate of interest as may be prescribed under Applicable Laws;
 - (viii) **"Approvals"** shall mean and include any registration, permission, permit, license, clearance, sanction, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or as may be necessary and required to be



obtained from the Authorities in relation to the Project/Apartment/Application, as more particularly described at **Annexure-B**,

- (ix) **"Apartment Owner's Association"** shall mean and refer to an association of apartment owners as defined under Section 3(e) of the Apartment Act with respect to the Project.
- (x) **"Authority(ies)"** shall mean and include any government body, statutory body, judicial or quasi-judicial authority, tribunal, Airport Authority of India, fire department, mining department, courts, tax authorities, Development Authorities New Okhla Industrial Development Authority (NOIDA) as applicable and/ or any other statutory authority having jurisdiction over the Project / Project Land . The Reserve Bank of India, any authority under the Foreign Exchange Management Act, 1999, state electricity boards, its tribunal, the Real Estate Regulatory Authority, duly constituted under the RERA and the Rules and Regulations made thereunder or any other government/ local bodies;
- (xi) **"Basic Sales Price"** or **"BSP"** shall have the meaning ascribed to such term under **Article III** and **Annexure-C** of this Application;
- (xii) **"Carpet Area"** means the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;
- (xiii) **"Car Parking Space(s)"** shall mean and refer to the covered car parking space(s) designated for the exclusive use of the Applicant in the Project by the Company;
- (xiv) **"Completion Date"** shall be date on which the Company contemplates to complete the Construction of the Apartment;
- (xv) **"Common Areas"** includes:
- the entire land for the real estate Project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - the stair cases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
 - the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - the premises for the lodging of persons employed for the management of the Project including accommodation for watch and ward staffs or for the lodging of community service personnel
 - installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - all community and commercial facilities as provided in the real estate project;
 - all other portion of the Project necessary or convenient for its maintenance, safety etc., and in common use.
- (xvi) **"Company"** means M/s Nexgen Infracon Pvt. Ltd, a company registered under Companies Act, 1956 and having its registered office at B-66, First Floor, Vivek Vihar,



Delhi - 110095 and corporate office at The Corenthum, Tower-B, Office no. B-44, Plot no. A/41, Sector-62, Noida- 201301 (CIN No. _____)

- (xvii) "**Completion/Part Completion**" shall mean the full/ part-completion of the development and construction of the respective tower/ block/ project in which the subject Apartment is located, according to the provisions of Applicable Laws;
- (xviii) "**Conveyance Charges**" shall mean the stamp duty and the registration charges as per provisions of the Applicable Laws and all incidental and legal costs and expenses for preparation and execution of the Sub-Lease Deed for the transfer of ownership of the Apartment in favour of the Applicant upon Completion/Part Completion of the Apartment and clearance of all dues in terms hereof to the Company;
- (xix) "**Declaration**" shall have the meaning ascribed to such term in **Article II** of this Application;
- (xx) "**Disclosure**" shall mean the disclosure set forth in **Annexure-B** of this Application, in accordance with Applicable Laws, including but not limited to the RERA and the Apartment Act;
- (xxi) "**Earnest Money**" shall mean 10% (ten percent) of the Total Sale Consideration to be deposited by the Applicant as security for the due performance of the Applicant in relation to this Application;
- (xxii) "**FEMA**" shall mean the Foreign Exchange Management Act, 1999 or any amendment thereof;
- (xxiii) "**Force Majeure Event**" shall mean war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project and any event or circumstance similar or analogous to the foregoing.
- (xxiv) "**Holding Charges**" shall have the meaning ascribed to such term under **Article V** of this Application;
- (xxv) "**Independent Areas**" means those areas which have been declared but not included as common areas for joint use of apartments and may be sold by the promoter without the interference of other apartment owners
- (xxvi) "**Limited Common Areas**" means those Common Areas and facilities which are designated in writing by the Company before the allotment, sale or other transfer of any apartment in the Project as reserved for use of a certain apartment or apartments to the exclusion of the other apartments.
- (xxvii) "**Maintenance Charges**" shall have the meaning ascribed to such term under **Article VI** of this Application;
- (xxviii) "**Maintenance Deposit**" or "**IFMSD**" shall mean the interest-free maintenance security deposit payable by the Applicant under this Application/Agreement for Sale towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Applicant in terms of the Project Maintenance Agreement;



- (xxxix) "Maintenance Service Agency" or "MSA" shall mean the agency/ body/ firms/ company employed for maintenance and upkeep/ security of the project Mahagun Mezzaria;
- (xxx) "Maintenance Agreement" shall mean an agreement to be executed between the Applicant and the MSA in the standard format prescribed by the MSA/the Company or its appointed agency or nominee, which is applicable and binding for all the apartment owners and occupants of the Project, for the maintenance and upkeep of the Project as a whole;
- (xxxvi) "Payment Plan" shall mean the payment plan selected by the Applicant for the Apartment as more particularly described in Annexure-C of this Application;
- (xxxv) "PLC" or "Preferential Location Charges" shall mean the charges to be paid by the Applicant in case the Apartment is allotted to the Applicant is preferentially located, as more particularly described in Annexure C of this Application;
- (xxxviii) "Possession Notice" shall have the meaning ascribed to such term under Article V of this Application;
- (xxxvii) "Possession Notice Expiry Date" shall mean the date on which the 30 (thirty) days period following the issuance of the Possession Notice, as more particularly described in Article V of this Application, shall expire;
- (xxxv) "Project" shall mean and refer to the project 'Mahagun Mezzaria' being developed by the Company over the Project Land;
- (xxxvi) "Project Land" shall mean land as detailed out in Annexure-B;
- (xxxvii) "RBI" shall mean the Reserve Bank of India;
- (xxxviii)"RERA" shall mean Real Estate (Regulation and Development) Act, 2016 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
- (xxxix) "Real Estate Regulatory Authority" shall mean the authority duly constituted under Section 20 of the RERA, by the appropriate government
- (xxx) "Sub-lease Deed" shall mean a document duly executed and registered before the Sub – Registrar/ Registering Authority authorized by the respective State Govt for granting Registration/ sub-lease of the project by the Company in favour of the Applicant for the purposes of transferring: (a) all the rights, title and interests in the Apartment; and (b) the proportionate undivided interest of the Applicant in the Common Areas to the Applicant;
- (xxxvi) "Statutory Charges" shall mean and include the charges mentioned in Annexure-C;
- (xxxvii) "Taxes" shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to VAT, service tax, GST, property tax, fees and other applicable taxes presently and/ or imposed by the Authorities at any time in the future (including with retrospective effect, if any) in respect of the Project/Apartment/Application/consideration hereunder including even after the sale and handing over of possession of the Apartment, which shall additionally be payable and which are not included in the BSP and any other charges;



(XXXXIII) "Total Sale Consideration" shall have the meaning set forth in Article III.

(XXXXIV) "Transfer" shall have the meaning ascribed to such term under Article X of this Application.

ARTICLE-II

PROJECT AND THE APARTMENT

1. The Company is developing the Project over the Project Land. The Approvals obtained for the Project are as provided in Annexure-B. The Project would comprise of residential / commercial areas along with required amenities/ facilities/ civil infrastructure/ development works as described in Annexure-B. Further, the details of the Project Land along with its location with clear demarcation of the Project Land dedicated for the Project is provided in Annexure-B.
2. The Apartment shall be located within the residential area in the Project as clearly delineated in the map attached as Annexure-B. The details pertaining to the Apartment are more particularly described in the Disclosure attached as Annexure-B to this Application.
3. In terms hereof, as per request of the Applicant, the Company may in its sole and absolute discretion make allotment to the Applicant of the Apartment and intimate the same to the Applicant later subject to the fulfillment of all the representations, warranties, undertakings, covenants contained herein by the Applicant and the full and timely payment of the amounts specified in Annexure-C and in various articles of this Application, Taxes and any other costs and expenses relating to the Apartment/Project including applicable interest on delayed payments. In case the Apartment is not allotted to the Applicant on account of the Company rejecting this Application, then the Application Money paid along with this Application will be refunded to the Applicant within 60 (sixty) days of the rejection of the Application by the Company, without any interest/compensation or any other liability for any consequences thereof, for which Applicant has no objection whatsoever. Notwithstanding anything contained herein, the Applicant is aware that there is a possibility that no allotment shall be made to the Applicant by the Company and the amounts paid by the Applicant shall be refunded by the Company as mentioned hereinbefore.
4. The Company shall have the sole and exclusive right to allot the covered Car Parking Space to the Applicant and at such terms and conditions as it may consider necessary. The Applicant shall only have the limited right to use the Car Parking Space(s) on payment of the Car Parking Usage Charges. The Car Parking Space(s) will be appropriately ground-marked at the time of handing over possession of the Apartment and shall only be used to park vehicles meant for private use of the Applicant and for no other purpose. The Applicant hereby acknowledges that the said conditions with respect to Apartment is permanent in nature and shall not amended/deviated in any manner whatsoever.
5. The right, title and interest of the Applicant, (including undivided and proportionate interest in the Common Areas of the Project) as may be specified by the Company in the deed of declaration and the amended declaration (if applicable) to be executed by the Company (in compliance with the Apartment Act) with the concerned Development Authority under the Apartment Act which shall *inter - alia* define, limit and govern such right, title and interest of the Applicant and which will be conclusive and binding on the Applicant ("Declaration"). The Applicant shall use the Common Areas subject to the terms and conditions which shall be more specifically described by the Company in its Declaration and subject to the bye-laws of the Association, Maintenance Agreement and provisions of the Apartment Act and the RERA.



6. The Applicant understands that, the Company may construct a place for community/recreational activities which may be referred to as a 'club' or any other name that the Company may deem fit. The Applicant specifically agrees that the Applicant shall take/avail of the membership of the club and the Applicant further agrees that in such event the Applicant shall be liable to pay for the club refurbishment charges, membership charges, annual/periodic charges, usage charges and any other charges as may be decided by the Company or any other entity designated to operate, maintain and manage such club/recreational facility. The Applicant shall be obliged to adhere to the rules, guidelines and policies for the usage of the club/recreational facility as may be applicable from time to time.

ARTICLE-III

TOTAL SALE CONSIDERATION

1. The Basic Sale Price of the Apartment is as mentioned in **Annexure-C** ("BSP") and the Applicant undertakes to pay the same as per the payment plan selected by the Applicant in **Annexure-C**.
2. In addition to the BSP, the Applicant undertakes to pay, upon the Company having provided a prior written intimation of 30 (thirty) days, without demur, protest or delay, the other charges as per **Annexure-C**.
3. It is clarified that any other statutory deposits, demands and/or charges made/payable by the Company to the Authorities in relation to agreements, development, Apartment, electricity, disposal of garbage, water, sewer, road, and other facilities in the Project and/or Apartment shall be paid by the Applicant separately as per the demand raised by the Company.
4. It is hereby agreed that at any time after the execution of the Agreement for Sale (which includes the times even after the execution of the Sub-Lease Deed of the Apartment), any tax/levies including but not limited to any development charges, infrastructure charges etc. are levied on the Company and/or its successors with respect to the Project and/or any taxes/levies becomes retrospectively applicable in relation of the Project and, or the Apartment and the Company is required pay such taxes to the Authorities, then such taxes/ levies, development charges, infrastructure charges, etc. shall constitute a part of the Statutory Charges, and the Company shall have the right to demand such charges/taxes/levies/demands from the Applicant for making payment thereof to the Authorities, by providing a 15 (fifteen) days prior written notice, and the Applicant agrees to make payment of the same. The Applicant hereby agrees that the demand when made for the payment of the said amounts shall constitute an unpaid part of the Total Sale Consideration of the Apartment and Applicant further agrees that even after the execution of the Sub-Lease Deed, for such demands, the Company shall have the lien on the Apartment to extent of the amount not paid by the Applicant. It is further agreed that the Applicant shall be required to pay the above-mentioned amounts in the following manner:
 - (a) A sum equivalent to the proportionate share of the total tax/ levy/ charge applicable to the Project, as the Carpet Area of the Apartment bears to the total Common Areas, Independent Areas, exclusive balcony or verandah area and exclusive open terrace area, where such tax/ levy/ charge is levied on the Project as a whole; or
 - (b) A sum equivalent to the incidence of such tax/ levy/ charge applicable to the Apartment, in case such levy/ tax/ charge is levied directly on the basis of the Carpet Area of the Apartment, and, or on the basis of the total cost of the Apartment.



5. The timely payment of the amounts specified in **Annexure-B** and in various Articles of this Application, is an integral pre-requisite under this Application and the Agreement for Sale. In the event the Applicant defaults in the timely payment of any amounts payable in respect of the Apartment in terms hereof, the default payment shall attract interest at Applicable Interest Rate as defined hereinabove from the date when such amounts become due for payment until the date of receipt by the Company. Notwithstanding the Applicable Interest Rate, in the event any payment is delayed beyond a period of 60 (sixty) days from its due date, the same shall be deemed to be a breach of this Application and the Agreement for Sale and an Event of Default as described hereinafter.
6. The Total Sale Consideration is escalation-free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges and/or any other cost/charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments.
7. In case the Applicant wishes to finance the purchase of his apartment/unit in the project through loan from a bank/ financial institution, the responsibility of getting the loan sanctioned and disbursed, as per the payment schedule will rest exclusively on the Applicant. The Company shall only facilitate the process. The Applicant shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed payment schedule. The Applicant shall be solely responsible to ensure the disbursement of payment to the Company.
8. The Applicant agrees that in future, if due to change in the layout plan/ building plan of the said Building/said Apartment :-
 - (a) The said Apartment ceases to be preferentially located then only the amount of PLC, paid by the Applicant shall be refunded without any interest and such refund shall be made/adjusted in the last installment as stated in the payment plan opted by the Applicant.
 - (b) If the said Apartment subsequently becomes preferentially located, the Applicant shall pay PLC of the apartment to the Company as applicable and as demanded by the Company.
 - (c) If the said Apartment subsequently becomes additionally preferentially located, the Applicant shall pay additional PLC to the Company in the manner as demanded by Company.
9. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Applicant, the Company may demand amount for such increase in area from the Applicant as per the next milestone of the Payment Plan as provided in **Annexure-C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Annexure-C**.
10. All payments shall be made by demand draft/banker's cheque/cheque payable at Delhi/ NCR or through RTGS/ NEFT based on details provided by the Company from time to time. No cash payments or any post-dated payment instruments shall be acceptable.
11. The Company shall not be responsible to the Applicant or towards any third party that might have made payments/remittances to the Company on behalf of the Applicant in respect of the



Apartment and the Applicant shall remain solely and absolutely responsible for ensuring and making all the payments due. Such third party shall not have any right whatsoever in the Apartment even if any payment has been made by such third party. The Applicant shall remain solely, absolutely and directly responsible for any third party payment that the Company may receive against the Apartment. The Company is not privy to any understanding between the Applicant and the third party making payment on behalf of the Applicant and the Applicant shall be responsible for all compliances with Applicable Laws in this regard. Notwithstanding the source of any payment, the Company shall issue the payment receipts only in favour of the Applicant and notwithstanding any such arrangement, under all circumstances, the Applicant is and shall remain solely and absolutely responsible for ensuring and making all the payments due even in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said Apartment. Any delay, shortfall in or denial of any payment to the Company shall be to the risk and consequence of the Applicant in terms hereof. In addition, the Company shall not be liable, responsible or accountable to any bank/financial institution for the refund of any monies advanced on behalf of the Applicant and the responsibility of the Company under any such tripartite agreement shall, subject to performance of the terms hereof by the Applicant, be limited to facilitating the concerned bank/ financial institution/ company to take the original executed Sub-Lease Deed. The Applicant shall be responsible and liable for making all payments to the persons from whom he has borrowed the money and shall indemnify and keep the Company indemnified against all claims made against the Company or the Apartment by such persons.

12. The Applicant hereby agrees that the sale of the Apartment is subject to the occurrence of a *Force Majeure* condition or happening of events which the Company could not have reasonably prevented or controlled.

ARTICLE-IV CHANGE IN AREA OF APARTMENT/ DETAILS OF PROJECT

1. The Company shall develop and complete the said Project in accordance with the sanctioned plans/layout plans as approved by the competent authorities.
2. If there is any addition/ alteration in the sanctioned plans/ layout plans/ specifications and the nature of fixtures, fittings, and amenities described therein in relation to the Apartment, or if there is any structural change including an addition to the area or change in height, or the removal of part of a building (in which the Apartment is located), or any change to the structure, such as the construction/ removal/ cutting into of any wall or a part of a wall/ partition/ column/ beam/ joist/ floor (including a mezzanine floor) or any other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures, or equipment, etc. the Company shall take the previous consent of the Applicant and shall ensure that such changes are carried out in accordance with Applicable Laws including but not limited to the relevant building bye-laws.
3. If there is any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the Project, the Company shall obtain the previous written consent of at least 2/3rd of the Applicant in such building(s) in the Project who have agreed to take apartments in such building, before undertaking any change.
4. The Company may make such minor additions/ alterations/ changes as may be required by the Applicant or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer, after proper declaration and intimation to the Applicant.



It is agreed that, for the purpose of this Article, the term 'minor additions/ alterations' shall exclude: (i) structural change including an addition to the area or change in height; (ii) the removal of part of a building in which the Apartment is located; (iii) any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support; (iv) change to or closing of any required means of access ingress or egress; and (v) change to the fixtures or equipment, etc.

5. If due to changes as mentioned in para 2 to 4 above results in any alteration in the Applicant's percentage of undivided interest in the Common Areas, the Company shall take the written consent of all the apartment owners in the Project, including the Applicant, and shall have obtained approval for the same from the New Okhla Industrial Development Authority (NOIDA).
6. The Applicant acknowledges and agrees that upon the Company having complied with the procedures set forth at Article IV (2), (3), (4) and (5) above, the Applicant shall comply with the revised terms and conditions of the allotment, including payment of any increase in the Total Sale Consideration of the Apartment as a result of such changes.
7. It is agreed that after undertaking any change, as described in this Article IV, the Company shall, to the extent necessary, update the information pertaining to the Project as displayed on the Real Estate Regulatory Authority's website.

ARTICLE-V

CONSTRUCTION OF THE APARTMENT

1. The Company shall develop and construct the Apartment based on the approvals, as stated in **Annexure-B** of this Application.
2. Subject to Article IV of this Application, the Company shall ensure that as far as possible, construction of the Apartment including all materials, equipment, fittings and fixtures shall substantially be in accordance with the specifications of the Apartment as tentatively provided in this Application. Provided however that subject to Applicable Laws, including but not limited to the RERA and Apartment Act, the Company shall be entitled to alter such specifications by using available substitute/like/similar materials and/or equipment, fittings or fixtures of the comparable standards. The said specifications are also subject to change due to any direction from any Authority and/or the authorized architect(s)/ authorized engineer(s) in the best interest of the Project. It is clarified that before implementing any such change, the Company shall, comply with the procedure specified in **Article IV** for the implementation of such changes, if applicable.
3. Subject to the terms and conditions of this Application, timely payment by the Applicant(s) of the Total Sale Consideration, and other charges due and payable according to the Payment Plan and except for any delay on account of any Force Majeure Event, the Company estimates completing the construction of the Apartment and issuance of the Possession Notice of the Apartment in accordance with the stage - wise completion schedule for the Project, as set forth in **Annexure-B** of this Application i.e. on or before _____ ("**Completion Date**"). If the Company fails to complete the Apartment by the end of the Completion Date and subject to the occurrence of a Force Majeure Event & extension granted by the Real Estate Regulatory Authority, it shall be liable to pay to the Applicant compensation calculated at the Applicable Interest Rate over the amount received by the Company till the date on which the Apartment is offered for Possession to the Applicant.



4. The Company agrees that if it is of the opinion that it will not be able to adhere to the timelines mentioned in the stage – wise completion schedule of the Project, and the registration certificate for the Project under the RERA, it shall submit an application seeking extension of registration of the Project to the Real Estate Regulatory Authority, in accordance with the applicable Regulations.
5. Subject to this Application and the Applicant performing all obligations mentioned herein, express or implied and the Agreement for Sale, once the Apartment is developed and ready for handover, the Company shall issue a written notice within a period of 60 days from the date of issuance of occupancy certificate by NOIDA ("**Possession Notice**") to the Applicant requiring the Applicant to complete the following requirements within 30 (thirty) days of the date of such Possession Notice ("**Possession Notice Expiry Date**") and complete such other documentary requirements as may be necessary and the Company shall, after execution of all such documentation and receipt of all outstanding payments from the Applicant including all dues payable under this Application and the Agreement for Sale, permit the Applicant to assume possession of the Apartment simultaneous with:
 - (i) Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;
 - (ii) Payment of the entire Conveyance Charges as demanded by the Company;
 - (iii) Execution of necessary indemnities, undertakings, Project Maintenance Agreement and the like as may be required or determined by the Company in respect of the Apartment and in the formats prescribed by the Company and to get the same stamped and registered, if required under Applicable Laws with the jurisdictional Sub Registrar of Assurances on payment of applicable stamp duty and other applicable charges directly by the Applicant.
6. Without prejudice to any other right that may be available to the Company under Applicable Laws or otherwise, in the event the Applicant delays or otherwise fails, subject to any rectification of any defect by the Company, to take over the physical possession of the Apartment before the Possession Notice Expiry Date, the same shall be an Event of Default under this Application and Agreement for Sale, and without prejudice to the right of the Company to terminate this Application/ Agreement to Sell or any other right/remedy available to it under Applicable Laws, the Applicant shall be liable to pay to the Company the holding charges @ Rs. ____/- per sq ft of Carpet Area of the Apartment from Possession Notice Expiry Date till the date of taking over the possession of the Apartment by the Applicant ("**Holding Charges**") as the cost of necessary upkeep and maintenance of the Apartment in addition to the applicable Maintenance Charges and interest on delayed payments until the actual taking over of the possession by the Applicant. If the Applicant(s) fail(s) to come forward to take possession of the Apartment for a period of six (6) months from the Possession Notice Expiry Date, then the Company shall be entitled to cancel the allotment of the Apartment and refund all monies paid by the Applicant(s) after deducting the Earnest Money along with the interest on delayed payments, brokerage, other charges, Holding Charges and taxes if any incurred by the Company.

ARTICLE-VI

MAINTENANCE, ELECTRICITY/POWER FOR THE PROJECT

1. The Applicant agrees and understands that the Company either by itself or through a maintenance service agency ("**MSA**") appointed by the Company, shall carry out the maintenance and upkeep of the Common Areas in the Project for a period as may be specified by the Authority or as required under Applicable Laws until the responsibility for such maintenance is required to be handed over



to any Association or to any Authority, as the case may be. The Applicant shall be responsible for making the payment of the proportionate Maintenance Charges. It is hereby clarified that the responsibility of up keeping the Apartment shall be the responsibility of the Applicant.

2. The Applicant shall execute a Project Maintenance Agreement with the Company/MSA simultaneous to the issuance of the Possession Notice by the Company in respect of the Apartment and any refusal or denial to execute the same shall tantamount to a deliberate breach of this Application and the Agreement for Sale and shall be deemed to be an Event of Default under this Application/ Agreement for Sale. The Applicant undertakes to abide by the terms of the Project Maintenance Agreement and to make timely payments of all Maintenance Charges from time to time, whether or not the Applicant is in physical occupation of the Apartment.
3. The rate of maintenance charges (including insurance) shall be decided and worked out by the Company/ MSA at the appropriate stage ("**Maintenance Charges**") and these charges shall commence after the expiry of 30 (thirty) days from the date of issuance of the Possession Notice by the Company irrespective of whether the Applicant takes physical possession of the Apartment or not. The Applicant accepts that the provision of such maintenance services shall at all times be subject to the timely payment of the Maintenance Charges, including but not limited to the requisite Interest-Free Maintenance Security Deposit ("**IFMSD**") (including any further contributions to the IFMSD, when necessary). The Applicant shall deposit and shall always keep deposited with the Company /MSA, the IFMSD as specified in **Annexure-C**.
4. Subject to such Approvals from the Authorities as may be necessary in this regard, the Company/MSA may provide an appropriate power backup at the Project for which the Company and/or its agents and/or the MSA, as the case may be, shall have the sole right to decide the capacity and type of the power back up equipment/plant/machinery as may be considered necessary for the purpose. The fixed KVA load per Apartment ("**Connected Load**") for the power back-up infrastructure as per the sizes of the Apartment shall be as per applicable norms of the relevant power distribution company, and in accordance with Applicable Laws.
5. The Applicant shall be required to pay charges as specified per KVA of Connected Load as and when demanded by the Company and shall also pay for the monthly electrical usage charges for the power consumed and power back-up as specified by the Company/MSA from time to time plus applicable Taxes thereon based upon expenditure incurred for fuel, spares and consumables, depreciation and other wear and tear of plant, equipment and machinery, repairs and replacements etc. with appropriate application of the administrative costs of the MSA, and any failure to pay the same shall entitle the Company /MSA to suspend the provision of maintenance services including the power back-up supply. Such power back-up usage charges as per meter installed for the Apartment would be charged separately by the Company/ MSA.
6. The Applicant agrees and understands that the Company shall, subject to such Approvals as may be necessary and requirement of relevant discom, enter into an arrangement for bulk power supply to the Project to which the Applicant shall not have any objection and hereby gives its consent to any such arrangement for power including it being an exclusive source of power supply to the Project and the Applicant has agreed that such power supply may be provided by the Company/ MSA. The Applicant agrees that this arrangement could be provided within the Project by the Company directly or through any group company of the Company or through any arrangements that the Company may have with the MSA. The Applicant agrees that such bulk power will be supplied to the Apartment and the Applicant agrees not to avail any other source of electricity / power for the Apartment. The Applicant hereby confirms and agrees to pay all such electricity usage charges, plus all the applicable Taxes, thereon based upon actual consumption of electricity supplied from such source, to the Company/ MSA as per the meter installed for the Apartment and also pay



electricity connection & meter charges as specified in Annexure-C. Electricity usage charges would be separately charged by the Company/ MSA at such rate determined by the Company / MSA in accordance with the requirements of the relevant discom.

7. The Company/ MSA reserves the right to increase the IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s) agrees to pay such increases within fifteen (15) days of the receipt of a prior written notice from the Company/ its nominee (including MSA).
8. The Company agrees and acknowledges that after the formation of the Association, the provision of maintenance services by the Company/ MSA shall be subject to the consent of the Association, and if the Association chooses to terminate the provision of maintenance services by the Company/ MSA, the Applicant shall execute a fresh project maintenance agreement, with the maintenance agency appointed by the Association.
9. The Company agrees and confirms that it shall be responsible for any structural defects in the Apartment, for a period of 5 (five) years from the date of hand over of possession and shall endeavor to rectify such defects within reasonable time.

ARTICLE-VII

REPRESENTATIONS/COVENANTS/OBLIGATIONS

1. In addition to the representations, warranties, undertakings and covenants provided by the Applicant elsewhere in this Application, the Applicant further represents, warrants, covenants and undertakes to the Company as under:
 - (i) That the Applicant shall comply with all legal requirements for purchase of the Apartment after execution of this Application and shall sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose by the Company/ Association/ MSA and/ or as may be required by the Authority and under Applicable Laws.
 - (ii) That the Company shall have a first lien and charge on the Apartment in respect of compliance of all the covenants, undertakings and obligations of the Applicant and payment of all sums payable by the Applicant to the Company pursuant to this Application, and the Agreement for Sale. Until the Sub-Lease Deed, as applicable, is executed and registered in favour of the Applicant in terms hereof, this Application shall not confer any right of title/ownership upon the Applicant in respect of the Apartment.
 - (iii) The Company shall be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit any of the unsold areas, other developments in the Project, Independent Areas etc. and to receive any consideration in respect of the same, in accordance with Applicable Laws.
 - (iv) That the Company has named the Project as 'Mahagun Mezzaria' and which name can be changed at any time and only at the sole discretion and decision of the Company. Further, at all times the word 'Mahagun Mezzaria' should be used as a part of the name of the Project. The Company shall have a right to display his name at a conspicuous place as the developer of the Project at all times. The trade mark on the word/ style 'Mahagun Mezzaria' shall always remain with the Company.



- (v) That the Applicant shall become a member of the Association which will be formed by the apartment owners in the Project. The Applicant shall from time to time, in accordance with Applicable Laws, be required to pay the periodic membership / subscription charges as per demands raised by the Association and sign and execute any application for membership and other papers, instruments and documents in this regard. The Applicant shall observe and perform all the rules, regulations of the Association that may be specified under bye laws of such Association.
- (vi) That in case the Applicant is a non-resident/person of Indian origin/overseas citizen of India governed by provisions of the FEMA and, or, the foreign exchange regulations of the RBI in that regard, then it shall be the responsibility and obligation of such Applicant to obtain all necessary permissions/approvals/sanctions etc., as may be required from the Authorities and comply at all times with all provisions including but not limited to remittances from foreign country(ies) made to the Company. Also all remittances, acquisition/transfer of Apartment, any refund, transfer of security etc. shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of RBI or any other applicable law. The Applicant shall be required to provide and deliver to the Company all such permissions/approvals/sanctions/documents etc., as may be necessary or otherwise as may be asked for by the Company. The non-resident/person of Indian origin/overseas citizen of India shall intimate the Company about the change in the status of their status. The Company shall not be liable or responsible for any default or negligence on the part of the Applicant in this regard and the Applicant agrees to keep the Company saved and fully indemnified at all times for any damage, loss, cost, harm or injury caused to it for any reason whatsoever in this regard.
- (vii) Subject to Article III(4) above, from the date of the Possession Notice and till the time each Apartment in the Project is not separately assessed, the Applicant agrees to pay on demand all applicable taxes/ levy/ charge in respect of the Project Land/ the Project/ Apartment, as the case may be, in proportion to the Carpet Area of the Apartment.
- (viii) That the Applicant agrees and confirms that the Company shall at all times be entitled to develop, as part of the Project, any additional contiguous land parcels as per necessary Approvals that may be obtained from the Authority and seek changes in the Approvals as per Applicable Laws for such development, in accordance with the procedures laid down in Article IV of this Application.
- (ix) In the event of death of the Applicant/Co-Applicant, the person on whom the rights of the deceased devolve by law of succession shall, within ___ days of devolution give notice of such devolution to the Company. The person on whom the rights of the deceased shall devolve will be liable to provide to the Company the requisite documents as required under the applicable law and also liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency or any other Government Agency.
2. The Company represents, warrants, covenants and undertakes to the Applicant as under:
- (i) The Company is duly constituted, and is validly existing under, the laws of India.
- (ii) All the information provided to the Applicant, in relation to the Apartment and the Project, including the information provided in the Disclosure, is true and correct, and to the best knowledge of the Company.



- (iii) The Company has duly registered the Project with the Real Estate Regulatory Authority and has obtained a registration number for the Project, as described in the Disclosure at **Annexure B** of this Application.
- (iv) The Company has obtained suitable insurance cover *inter - alia* in relation to its title over the Project Land, and the construction of the Project, in accordance with Applicable Laws, including but not limited to the RERA.
- (v) The Company shall comply with the applicable disclosure requirements under the RERA, including the requirement of uploading accurate information pertaining to the Project on the website of the Real Estate Regulatory Authority.

ARTICLE-VIII

INDEPENDENT AREAS

1. The Applicant hereby agrees and acknowledges that other than the land over which the Project and Common Areas shall be constructed, the Applicant shall not have any right, title and interest in any other component of development i.e. the Independent Areas such as commercial, offices, retail spaces, club, restaurant, etc. and such spaces are outside the purview of the Project, and shall be considered as 'independent areas' for the purposes of the Apartment Act. The Applicant agrees that such Independent Areas may form part of the common layout being sanctioned for the residential component of the Project, however, notwithstanding anything, the Applicant shall not have any rights/title and interest in such Independent Areas. The Company shall be entitled to develop the Independent Areas and sell/transfer/assign/encumber/lease the same in such manner as may be deemed fit by the Company. No representation is being made by the Company to the Applicant with respect to the development of Independent Areas. The Applicant is fully satisfied and hereby acknowledges the contents of this clause.

ARTICLE IX

EVENTS OF DEFAULT BY THE APPLICANT

1. The following events/circumstances ("Event of Default"), shall be considered as a breach by the Applicant of the covenants, undertakings, obligations, representations, warranties and responsibilities under this Application:
 - (i) Failure to pay the amounts specified in **Annexure-C** and in various Articles of this Application, as may be due and payable to the Company and, or, MSA, and, or the Association in respect of the Apartment; or
 - (ii) Failure to execute the Maintenance Agreement in terms hereof; or
 - (iii) Failure to replenish any shortfall in the IFMSD, or failure to pay the increased Maintenance Charges and/or any increase in the amount of the IFMSD on or before the Possession Notice Expiry Date; or
 - (iv) Failure to take the possession of the Apartment or to execute the Sub-Lease Deed due to any reason, or comply with other terms and conditions as stipulated herein; or
 - (v) Breach of any other representations, warranties, undertakings and covenants as set forth in this Application or any failure to perform, comply and observe any of them.



2. Upon the occurrence of any Event of Default, the Company may, at its sole discretion, and without prejudice to any other right / remedy available under Applicable Laws, call upon the Applicant by way of a written notice to rectify/ cure the Event of Default within a time period of 30 (thirty) days. On the failure of the Applicant to do so and without prejudice to any other right or remedy available to the Company under Applicable Laws or as otherwise envisaged in terms hereof, the Company shall have the right to cancel the allotment under notice to the Applicant. The Apartment shall vest with the Company absolutely and the Company shall refund the monies received by the Company till the date of such cancellation, subject to forfeiting the Earnest Money to the Applicant on or before 45 days of cancellation. It is hereby clarified that the Applicant shall not be entitled to any refund of the amounts paid by him or due from him towards Taxes, Maintenance Charges, interest on delayed payment(s), etc. The Company shall thereafter be free to resell and/or deal with the Apartment in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money as may be applicable etc. would be refunded to the Applicant(s) by the Company only after realizing such amounts on resale but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the Apartment for all its dues payable by the Applicant to the Company.
3. Notwithstanding anything contained in this Application, the Company agrees and acknowledges that nothing contained in this Article shall restrict the rights of the Applicant to approach the Real Estate Regulatory Authority in relation to cancellation of allotment upon the occurrence of an Event of Default.

ARTICLE-X

INDEMNITY

The Applicant hereby expressly undertakes to indemnify and keep the Company and its respective officers / employees fully indemnified and harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, decrees, orders etc. suffered or incurred by them arising out of, or due to, or in relation to, or caused by or attributable to or in consequence of any breach of any of the terms and conditions of this Application as also due to any of the Applicant's representations or warranties being found to be false or incorrect, or otherwise misleading or misconceived at any point of time or otherwise due to any other act of omission or commission on the part of the Applicant. It is agreed that the Applicant shall be directly, absolutely and exclusively responsible for all costs, expenses, fines, penalties, decrees, awards and the like due to the failure to comply with the obligations stipulated herein or under Applicable Laws.

ARTICLE-XI

TRANSFER OF ALLOTMENT BY THE APPLICANT

The Applicant(s) can not transfer the allotment in favour of a third party for 15 months from the date of execution of Agreement for Sale of said Apartment. Transfer of allotment may be permissible after 15 months subject to written approval by Company who may at its sole discretion permit the same on payment of transfer charges as applicable from time to time and subject to Applicable Laws and notifications/ directions of any Authority subject to such terms and conditions as the Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. Any such transfer or nomination shall be subject to rectification of any breach of this Application by the Applicant, payment of all dues payable to the Company in terms hereof until the date of transfer along with payment of Statutory Charges for the transfer, as applicable, and execution of necessary



documentation by the Applicant in the standard format(s) of the Company. In case the Applicant has secured any finance/ loan against the Apartment from any financial institution/bank, a 'no objection certificate' of the financial institution/ bank will be a prerequisite for such transfer.

ARTICLE XII

COMPANY'S RIGHT TO MORTGAGE AND ASSIGN

The Applicant hereby authorize(s) and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of his/ their Apartment including mortgage of Project Land, subject to the Apartment being free of any encumbrances at the time of execution of Sub-Lease deed. The Company /financial institution/bank shall always have the first lien/charge on the Apartment for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of construction.

ARTICLE XIII

PERMITTED USE OF THE APARTMENT

- I. The Applicant agrees, confirms, and warrants to the Company as under:
 - (i) Upon assuming possession of the Apartment, the Applicant may, carry out interior works in the Apartment as per the requirement and use; provided no structural alterations or modifications are done to the Apartment and no walls or other permanent constructions are broken or new walls or permanent constructions made that changes the internal layout plan of the Apartment. Before commencement of interior works, the Applicant shall take prior written consent of the Company /MSA/Association and adhere to the directions/ requirements specified by them and subsequently no alternation work should be carried out by the Applicant without obtaining prior written permission from the Company /MSA/ Association. The Applicant shall ensure that no work carried out by him will in any manner affect the apartments of other owners or Common Areas. In the event any damage is caused to other apartments or Common Areas, the Applicant shall solely be responsible for making good such damage at his own risk as to cost and consequences and shall keep the Company indemnified at all times. Any internal works carried out in the Apartment shall not cause damage to the Apartment, electrical systems, plumbing and fire-fighting system. The operating electrical load of all appliances installed inside the Apartment e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided for the Apartment and shall not pose any risk or hazard of fire. Any damage caused to other apartments and the Common Areas due to such internal works shall be made good at the cost of the Applicant.
 - (ii) The Applicant agrees and undertakes that it shall not, display any name, address, signboard, name-plate, neon-light, publicity material, advertisement material, billboards, hoarding, on the external façade of the Apartment or anywhere outside the Apartment.
 - (iii) The Applicant shall maintain the Apartment in good order and shall ensure timely and proper maintenance of all its walls, partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good condition and maintain the same at costs to be borne entirely by the Applicant.
 - (iv) The Applicant agrees and undertakes to use the Apartment for residential purpose and for permitted use under Applicable Laws. Furthermore, the Applicant shall not conduct any



illegal or immoral activities thereon. The Applicant shall abide by all Applicable Laws and guidelines as may be prescribed by the Authority/ Company/ Association/ MSA from time to time.

(v). In particular, the Applicant shall abide by the following:-

- (a) The balconies shall not be covered in any manner;
- (b) The Applicant will not install any window shades, awnings, window grills, air conditioning / heating units or any other equipment in the Apartment (except at such designated places as may be specified by the Company) without intimating the Company / MSA/ Association of the same;
- (c) Vehicles shall be parked only at designated Car Parking Spaces;
- (d) The Applicant shall neither encroach upon any of the Common Areas, passages and corridors or obstruct any amenities/services available for common use nor store any article in such areas or block the same in any manner whatsoever;
- (e) The Applicant shall not do anything that alters or changes the external façade, color scheme and texture of the Apartment and shall not put up any structure, (temporary or permanent), to cover any open areas common and shared with other occupants.

ARTICLE-XIV NOTICES

1. Any notice, demand or other communication to be served under this Application may be served upon the Applicant or the Company only by registered post with acknowledgement due or Speed Post or courier service or through email at the address provided in the preamble part of this Application for the Applicant and corporate office of the Company as provided in the preamble of this Application, or at such other address as may be notified in writing to the other party. All letters, receipts and or notices etc. issued by the Company and dispatched to the address of the Applicant as mentioned above or any address later notified by the Applicant, shall be a sufficient proof of receipt of the same by all the Applicants and shall fully and effectively discharge the Company of its obligations in this regard.
2. It shall be the responsibility of the Applicant(s) to inform the Company by a Registered A.D. letter or by electronic mail about all subsequent changes, if any, in his/her/their address, email and phone no. failing which all communications and letters posted at the first address will be deemed to have been received by him/her/them.
3. In case of joint allotment, all communication, demand notices etc. shall be sent by the Company to the Applicant, whose name appears first and at the address given by him/her/them/it, which shall for all purposes, be considered as served on all the Applicant(s) and no separate communication shall be sent to the other named Applicant(s). All e-mails sent by the Applicant to the Company on any matter, so as to be binding on the Company are required to be confirmed by a duly signed hard copy, sent by registered post separately.

ARTICLE XV DISCLAIMER FOR SHOW APARTMENT

The Company may construct the Show Apartment in respect to the said Project.

1. Standard Fittings: The Applicant(s) agree/s and understand/s that all the materials and fittings which are exhibited in the sample apartment may vary as to its make, color, shade, shape and appearance from the ones provided in the actual apartment agreed to be constructed.

For NERGEN INFRACON PVT. LTD.



Director

2. Interiors: The Applicant(s) agree/s and undertake/s that the interiors, furniture, kitchenette and fixtures in the sample apartment are provided only to give a vision of a furnished Apartment as per the advice of the interior designer. The layout of the show apartment may have been changed at some places as per the advice of the interior designer.
3. Dimensions: The Applicant(s) also agree/s and understand/s that the dimensions and the area of the said Apartment, which is agreed to be constructed, shall vary from the show apartment based on the floor, block and location of the Apartment.

ARTICLE-XVI JURISDICTION

1. The courts at Gautam Budh Nagar shall, to the specific exclusion of all other courts, alone have the jurisdiction in all matters arising out of or concerning this Application, regardless of place of execution or subject matter of this Application.
2. The Applicant agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Company, shall be resolved through arbitration which shall be the mode of resolution of disputes, as aforesaid under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be conducted by a sole Arbitrator. For the appointment of the sole arbitrator, the Company shall identify three retired High Court Judges of the Hon'ble High Court of Delhi and intimate in writing to the Applicant, the names of retired High Court Judges, so identified. The Applicant shall within 30 days from the receipt of such written intimation, nominate in writing to the Company, anyone of such retired High Court Judges to be appointed, as the sole Arbitrator. Upon receiving the written intimation from the Applicant as stated hereinbefore, the Company shall appoint the sole arbitrator to adjudicate upon the dispute between the parties. In the event the Applicant fails to nominate in writing as aforesaid, within 30 days from the receipt of written intimation from the Company, then the Company shall have the sole right to nominate and appoint, from within the three names nominated, a sole arbitrator to adjudicate upon the disputes between the parties. The Applicant expressly acknowledges, accepts and agrees that it shall not be entitled to reject the names identified by the Company and rejection if any, by the Applicant of the names, so identified by the Company, shall be deemed to be failure of the Applicant to nominate.
3. That the Applicant(s) is/are aware that The Real Estate (Regulation and Development) Act, 2016 came in to effect from 1st May 2017 and State of Uttar Pradesh have already notified the rules for the states under the provisions of this act on 11th October 2016. The formation of Real Estate Regulatory Authority is under process and there shall be a standard "Agreement to Sale" which has to be executed and registered between Company and Applicant(s) under this Act. Further the Applicant(s) undertake, declare, confirm that he/she/they shall be abide by all the terms and conditions of the allotment and "Agreement to Sale" to be executed and the Applicant(s) shall also bear all the charges/cost/stamp duty of registration and execution of the "Agreement to Sale" or any other agreement to be executed in future. The Applicant(s) shall also undertake all the taxes, cess, GST, VAT, Stamp duty or charges applied by state or central government over purchase and holding of this apartment shall be borne and paid by the Applicant(s). The Applicant understands that as on date the rules framed by State of Uttar Pradesh under the Real Estate (Regulation and Development) Act, 2016 have not been fully implemented. The Applicant agrees and undertakes that if there is any change in the rules



framed by State of Uttar Pradesh under the Real Estate (Regulation and Development) Act, 2016 will be implemented by virtue of creation of Real Estate Regulatory Authority, the Applicant shall sign and execute the new Agreement for Sale with the Company as and when called by the Company in compliance of rules and regulations framed by State of Uttar Pradesh under Real Estate (Regulation and Development) Act, 2016.

DECLARATION:

The Applicant has made this Application after being satisfied with the Project. The Company has given access to the Applicant to all the documents, including the Approvals, mentioned in the Disclosure in **Annexure-B** to satisfy the Applicant with respect to the various queries made by the Applicant in relation to the Apartment and the Project. The Applicant has/have satisfied itself/themselves and has/have understood the obligations and limitations in respect thereof. The Applicant has conducted its own diligence and investigation in respect of the Apartment and the Project, and has *inter - alia* reviewed the information pertaining to the Project available on the website of the Real Estate Regulatory Authority, and it is only after the conduct of its own due diligence and investigation in respect of the Apartment and the Project, that the Applicant is making this Application. The Applicant hereby acknowledges and confirms that the Company would be fully entitled to forfeit the Earnest Money in accordance with the terms of this Application and upon happening of any Event of Default in complying with this Application.

Signatures of:

Sole/First Applicant

Second Applicant

For NEXGEN INTRACON PVT. LTD.

Director