

# EXOTICA 132

## APPLICATION FORM FOR BOOKING

**To,**  
**M/s Exotica Infratech LLP**  
**Corporate Office,**  
**Plot No. H-63, Sector 63,**  
**Noida, (U.P.)**  
**PIN-201301**

**Date:**

Dear Sir/Madam(s),

I/We, understand, that **M/s Exotica Infratech LLP**, having its Registered Office at 228, Basement, Jagriti Enclave, New Delhi-110092, India ('Promoter'), is developing an IT/ITES project by the name "**EXOTICA 132**" at Plot No. A-3A, Sector-132, New Okhla Industrial Development Area, District Gautam Budh Nagar, Uttar Pradesh. The entire project land admeasures 20242.60 Sq. Mtrs. My / Our details are more particularly given in **Schedule-A**.

I/We wish to register my/our expression of interest for the provisional allotment of a Unit in the said Project. The details of the Unit are more particularly mentioned in **Schedule-B ('Unit')**.

I/We agree and undertake to pay the Total Consideration of the said Unit and all other charges and taxes, as may be applicable and / or intimated by the Promoter from time to time. All such payments shall be made by me/us in the manner set out in the Payment Schedule / Payment Plan opted by me / us. The Total Consideration along with Payment Plan as opted by me is more particularly given in **Schedule-C**.

I/We understand that the said Project is being developed by the Promoter on the said Project Land, after obtaining all necessary approvals and sanctions as are required for developing the said Project. I/We agree that I have been shown all the title documents of the said Project Land, Approvals / Sanctions / Drawings / Layout Plans / Proposed Location of the Unit and I am / we are, satisfied with the same. The details of the Approvals/ Sanctions are more particularly mentioned in **Schedule-D**.

I / We have submitted my / our self-attested documents which may be treated as annexure to this Application Form. The list of self-attested documents submitted by me / us are given in **Schedule-E**.

I/We further understand that the said Project comprising of IT / ITES / Office Space / Shops is being developed in phased manner. I/We further understand that presently 1<sup>st</sup> Phase of the Entire Project being the Project herein, is being developed comprising Tower-2 having G+27 Floors and Commercial Blocks G+2 Floors registered under the provisions of the Act, having RERA Registration No. \_\_\_\_\_ as per the demarcations / drawings annexed herewith as **Annexure-1**.

Signature of the Applicant(s)/Intending Allottee(s)

I / We agree to sign and execute, as and when required the Agreement for Sale/Sub-lease containing the terms and conditions of Allotment of the Unit and other related documents, on the format provided by the Promoter which I / we have seen and have no objection to the same. I / We have also seen the format of the said documents which are also available in the RERA website.

I / We also agree to abide by the *general terms and conditions* forming part of the present Application Form for registering of my / our expression of interest, for allotment of the said Unit in the said Project as given hereinafter, which I have read and understood.

**I/We remit a sum of Rs. \_\_\_\_\_ /- ( \_\_\_\_\_ )**  
**by way of Cheque/Demand Draft No./RTGS/NEFT \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_**  
**Bank, payable at \_\_\_\_\_ in favour of \_\_\_\_\_**  
**towards the registration amount/booking amount for**

**Allotment of the Unit.**

I / We understand that this Application is a mere request for registering of my / our expression of interest, for allotment of the said Unit and the same does not constitute or create any right, title and / or interest whatsoever in my / our favour in respect of the said Unit applied for, notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the money tendered with this Application. In the event the Unit is allotted to me, I / We inter-alia undertakes to pay all installments and all other dues, charges and taxes including any enhancement or fresh incidence of tax in terms of the Payment Plan opted, as stipulated in this Application or as may be required by law or demanded by the Promoter in future.

I/We acknowledge that the Promoter has provided all the information and clarifications as sought by me/us and I/We am/are satisfied with the same. I/We have fully satisfied myself/ourselves in respect to the layout plan, sanctioned plan, specifications and other approvals for the Projects as approved by the Competent Authorities and about the right/title/interest of the Promoter over the Project Land. I/We have solely relied upon my/our own judgment and have conducted due inquiry and diligence before deciding to execute the present Application Form.

This Application Form is complete and self-contained in all respects and any kind of oral or written representation and statement shall not be considered constituting a part of this application. I/We further acknowledge that the Promoter may seek additional documents and/or information necessary for the compliance under the Applicable Laws or to validate/substantiate any Information provided in this Application.

Signature of the Applicant(s)/Intending Allottee(s)

**SCHEDULE-A**

**THE PARTICULARS OF THE APPLICANT(S) ARE GIVEN BELOW FOR PROMOTER’S REFERENCE OR RECORD**



**SOLE OR FIRST APPLICANT-INDIVIDUAL**

Mr./ Mrs./ Ms.....

S/ W/ D of.....

Date of Birth .....

Marital Status    Married                          Unmarried   

Date of Anniversary .....

Nationality.....

Residential Status: Resident        Non-Resident        Foreign National of India Origin   

Occupation/Profession: Govt. Servant        Self Employed        Private Sector   

PAN No. .... AADHAAR No. ....

Passport No. in case of Non-Resident / Foreign National of India Origin.....

Permanent Address .....

.....

Correspondence Address .....

.....

Office Name & Address .....

.....

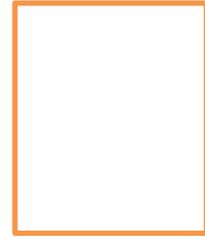
Official Phone No. .... E-mail ID.....

Telephone No. .... Mobile No. ....

E-mail ID.....

Signature of the Applicant(s)/Intending Allottee(s)

**CO-APPLICANT / SECOND APPLICANT -INDIVIDUAL**



Mr./ Mrs./ Ms.....

S/ W/ D of.....

Date of Birth .....

Marital Status    Married                          Unmarried   

Date of Anniversary .....

Nationality.....

Residential Status: Resident        Non-Resident        Foreign National of India Origin   

Occupation/Profession: Govt. Servant        Self Employed        Private Sector   

PAN No. .... AADHAAR No. ....

PASSPORT No. in case of Non-Resident / Foreign National of India Origin .....

Permanent Address .....

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Correspondence Address .....

.....

Office Name & Address .....

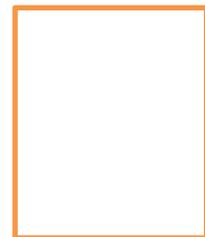
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Official Phone No. .... E-mail ID.....

Telephone No. .... Mobile No. ....

E-mail ID.....

**CO-APPLICANT / THIRD APPLICANT - INDIVIDUAL**



Mr./ Mrs./ Ms.....

S/ W/ D of.....

Date of Birth .....

Marital Status    Married                          Unmarried   

Signature of the Applicant(s)/Intending Allottee(s)

Date of Anniversary .....

Nationality.....

Residential Status: Resident  Non-Resident  Foreign National of India Origin

Occupation/Profession: Govt. Servant  Self Employed  Private Sector

PAN No. .... AADHAAR No. ....

PASSPORT NO in case of Non-Resident / Foreign National of India Origin .....

Permanent Address .....

.....

Correspondence Address .....

.....

Office Name & Address .....

.....

Official Phone No. .... E-mail ID.....

Telephone No. .... Mobile No. ....

E-mail ID.....

OR

**COMPANY / LIMITED LIABILITY PARTNERSHIP / PARTNERSHIP FIRM / HUF / SOLE PROPRIETORSHIP FIRM**

Name .....

Registered office Address .....

PAN.....

CIN No. / Registration No.....

Name and Particulars of Authorized Representative/ Directors / Partners /Karta / Proprietor

Name Mr./Mrs./Ms. ....

S/ W/ D of Mr./Mrs.....

and

Name Mr./Mrs./Ms. ....

S/ W/ D of Mr./Mrs.....

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

Email Address .....

Authorized vide Resolution Dated ..... (Copy of resolution signed and stamped by all concerned required)

Signature of the Applicant(s)/Intending Allottee(s)

**SCHEDULE-B****DETAILS OF THE UNIT**

1. UNIT TYPE \_\_\_\_\_
2. UNIT NO \_\_\_\_\_
3. BUILDING / TOWER NO / BLOCK \_\_\_\_\_
4. FLOOR \_\_\_\_\_
5. CARPET AREA IN SQ. MTRS & SQ. FT \_\_\_\_\_ SQ. MTRS. \_\_\_\_\_ SQ. FT
6. SUPER AREA IN SQ. MTRS & SQ. FT \_\_\_\_\_ SQ. MTRS. \_\_\_\_\_ SQ. FT

**SCHEDULE-C****TOTAL SALE CONSIDERATION / TOTAL PRICE**

SR. NO	PARTUCULARS	Cost (as per Carpet Area)	Rebate / Discount	Net Basic Cost	GST	Total Cost
1.	Basic Sales Price ('BSP')					
2.	Preferential Location Charges					
3.	Car Parking (if any)					
4.	Other Charges (External Electrification Charges, Fire Fighting Charges, Lease Rent)					
5.	Any other Charges					
<b>TOTAL</b>						

**Note:**

1. The Total Sale Consideration is exclusive of the Possession Charges:
  - a. Maintenance, Power back-up or Any other facility usage charges along with applicable taxes.
  - b. The Dual meter installation charge shall be Rs. 25,000/- along with applicable taxes.
  - c. Interest Free Maintenance Security ('IFMS') along with applicable taxes.
  - d. Advance Maintenance Charges along with applicable taxes at the time of Offer of Possession.
2. The Total Sale Consideration is based on the Carpet Area of the Unit.

**PAYMENT PLAN**

Down Payment Plan  Construction Link Plan  Flexi Payment Plan

Signature of the Applicant(s)/Intending Allottee(s)

**SCHEDULE-D****DETAILS OF THE APPROVALS/ SANCTIONS**

<b>SR. NO</b>	<b>PARTUCULARS</b>	<b>RERERENCE OF APPROVAL / SANCTION</b>
1.	Building Plan from Noida Authority	
2.	No Objection Certificate from Fire Department	
3.	Environment Clearance	
4.	Consent to Establish from UPCE	
5.	NOC from Airport Authority of India	

**SCHEDULE-E****LIST OF SELF ATTESTED DOCUMENTS SUBMITTED BY APPLICANT(S)**

<b>SR. NO</b>	<b>PARTUCULARS</b>	<b>IF SUBMITTED WRITE 'YES'</b>
1.	Aadhar Card (Mandatory)	
2.	PAN Card (Mandatory)	
3.	Copy of Certificate of Incorporation, MOA, AOA, along with Board Resolution as may be Applicable (Mandatory)	
4.	Copy of Passport and payment through their own NRE / NRO / FCNR Account in case of NRI (Mandatory)	
5.	Photograph of Applicant(s) / Authorized Representative as the case may be (Mandatory)	
6.	Address Proof (Passport / Voter ID Card/ Driving License) (Any one of the above is mandatory)	

I / We the above Applicant(s) do hereby declare that the terms and conditions of this Application have been read / understood by me / us and the same are acceptable to me/ us. I / We unequivocally agree, affirm and undertake to abide by the terms and conditions of this Application as mentioned herein and further declare that the above particulars / information given by me / us are true and correct and nothing material has been concealed therefrom.

Signature of the Applicant(s)/Intending Allottee(s)

## FOR OFFICE USE ONLY

1. Application received by .....
2. Application accepted/rejected .....
3. Registration/Booking Amount received vide Cheque No./DD/RTGS UTR No. ....  
Dated ..... Rs/- .....
4. Checked by Sales Personnel .....
5. Approved by Sales Head .....
6. Registration/Booking Date .....
7. Booking:                      Direct                                            Through Sales Organiser
- A. Sales Organiser/Broker: Name, Address, Stamp with Signature .....
- .....
- B. Pan No. .... & Aadhaar No. .... RERA Registration No. ....

**Checklist for receiving Official:**

	Yes	No
a. Booking Amount Cheque/DD/RTGS	<input type="checkbox"/>	<input type="checkbox"/>
b. Customer Signature on all pages of the Application Form	<input type="checkbox"/>	<input type="checkbox"/>
c. Photograph of the Applicant(s)	<input type="checkbox"/>	<input type="checkbox"/>
d. Pan No. & Copy of Pan Card /Undertaking Form No. 60	<input type="checkbox"/>	<input type="checkbox"/>
e. Copy of Address Proof & ID Proof (such Aadhaar Card, Voter ID Card, Driving License, Passport etc.)	<input type="checkbox"/>	<input type="checkbox"/>
f. For Companies/LLP: Memorandum & Articles of Association, Certificate of Incorporation and Board Resolution	<input type="checkbox"/>	<input type="checkbox"/>
g. For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed.	<input type="checkbox"/>	<input type="checkbox"/>
h. For NRI: Copy of Passport & Payment through NRE/NRO/FCNR Account.	<input type="checkbox"/>	<input type="checkbox"/>
i. E-mail ID and Mobile No of the Applicant(s)	<input type="checkbox"/>	<input type="checkbox"/>
j. Copy of Aadhaar Card/No. of Applicant(s)	<input type="checkbox"/>	<input type="checkbox"/>
k. For Hindu Undivided Family (HUF): Authority Letter from all co-parcener's of HUF authorising the Karta to act on behalf of HUF.	<input type="checkbox"/>	<input type="checkbox"/>

Remarks: .....

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Signature of the Applicant(s)/Intending Allottee(s)

## TERMS AND CONDITIONS

INDICATIVE TERMS & CONDITIONS (THE "TERMS AND CONDITIONS") FORMING PART OF THIS APPLICATION FOR PROVISIONAL BOOKING OF UNIT IN THE PROJECT "EXOTICA 132" BEING BUILT ON PLOT NO. A-3A, SECTOR-132, NEW OKHLA INDUSTRIAL DEVELOPMENT AREA, DISTRICT GAUTAM BUDH NAGAR, UTTAR PRADESH. THE ENTIRE PROJECT LAND ADMEASURES 20242.60 SQ. MTRS. , BEING DEVELOPED AND PROMOTED BY M/S EXOTICA INFRATECH LLP.

The terms & conditions given below are tentative and of indicative in nature with a view to acquaint the Applicant(s) with the terms & conditions as comprehensively set out in the Agreement for Sale/Sub-lease, which upon execution, shall supersede the terms and conditions set out in this Application.

### 1. Definitions

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016.
- b) "**Approved Plans**" shall mean and include the layouts and plans duly approved and sanctioned by competent authority the basis of which said Project is being developed along with any/all variations/amendments / changes to be made by the Promoter as per the Applicable Laws and provisions of the said Act and rules / regulations framed thereunder.
- c) "**Authority**" shall mean the Uttar Pradesh Real Estate Regulatory Authority,
- d) "**Booking Amount**" shall mean the Earnest Money/Deposit, being amount equivalent to 10% (Ten Percent) of the Total Price payable by the Applicant(s) to the Promoter plus applicable taxes and other liabilities.
- e) "**Building**" shall have the meaning as ascribed to it in Schedule B hereof.
- f) "**Carpet Area**" means the proposed carpet area of the said Unit in the statement annexed hereto in Schedule B, as presently determined on the basis of the net usable floor area of the said Unit, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the said Unit and is as per the Act.
- g) "**Commission for sale**" shall mean and include any charges, brokerage, fees, remuneration or any amount by whatever name called paid to the real estate agent for his services with respect to booking of unit made by the applicant(s).
- h) "**Common Areas and Facilities**" shall mean such areas and facilities within the Building wherein the said Unit is situated and as more specifically provided in the Deed of Declaration which are meant for common use, enjoyment and access of the Applicant(s). It is hereby clarified that the Common Areas and Facilities shall not include areas which are to be reserved / restricted for any other Applicant(s) / right-holder at the Project and / or a group thereof or otherwise transferable by the Promoter to third parties as per Applicable Laws.
- i) "**Entire Project**" shall mean and include multi storied IT/ ITES building/s comprising of Tower-2 having G+27 Floors and Commercial Blocks G+2 Floors as Phase 1 and Tower-1 having G+26 Floors (considering proposed additional FAR) as Phase 2 with 2 (Two) Basements, parking spaces, Common Areas and Facilities and all that is and / or will be constructed with such alterations as permissible, as per Applicable Laws over the said Project Land collectively name as '**EXOTICA 132**'.

Signature of the Applicant(s)/Intending Allottee(s)

- j) **“Project”** shall mean and include multi storied IT/ ITES building/s comprising of Tower-2 having G+27 Floors and Commercial Blocks G+2 Floors registered under the provisions of the Act with the Authority, having Registration No. \_\_\_\_\_ being Phase-1 of the Entire Project collectively named as **“EXOTICA 132”**.
- k) **“Project Land”** shall mean land admeasuring approximately **12145.56 SQ. MTRS.** for Phase-1 out of total land admeasuring approximately **20242.60 SQ. MTRS.** and situated at Plot No. A-3A in Sector 132, Noida, Gautam Buddha Nagar, U.P. The Project named **“EXOTICA 132”** is being developed on the said entire Project Land.
- l) **“Interest Rate”** means the rate of Interest payable by the Promoter to the Applicant or by the Applicant to the Promoter as the case may be which shall be one year State Bank of India Highest Marginal cost Lending Rate plus one percent or such other rate as may be applicable from time to time as per the Acts and Rules framed thereunder;
- m) **“Maintenance Agency”** shall mean a company, firm or body or such other persons as may be appointed by the Promoters or the Associations of the Applicant(s) for the purpose of the maintenance of the said Project.
- n) **“Non Refundable Amounts”** shall collectively mean (i) interest on any overdue payments; and (ii) brokerage paid / payable by the Promoter to the channel partner / broker in case the booking is made by the Applicant(s) through a channel partner / broker and (iii) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws and (iv) subvention cost and interest (if the Applicant(s) has/have opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in instalments or paid directly by the Promoter to the bank and (v) administrative charges as per Promoter’s policy and (vi) any other Taxes, charges and fees payable by the Promoter to the government authorities (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate / payout / benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses;
- o) **“Occupancy Certificate”** means the Occupancy Certificate, or such other certificate by whatever name called including Part Occupancy Certificate as the case may be, issued by the competent authority permitting occupation of the said Building, as provided under applicable laws.
- p) **“Super Area of Unit”** This comprise of the Built Up Area/Covered Area of the unit including area under periphery walls and columns, the area of windows etc., proportionate share of common areas within the building like staircase, munties, lift walls, Lift room, Machine room, common lobbies, and passages on all floors and the proportionate share of common service area in the complex like community facilities, security rooms, maintenance staff rooms, electric sub-station, pump rooms, underground/overhead tank, covered and uncovered shafts etc.
- q) **“Unit”** shall mean and include, means and separate and self-contained part of any immovable property including one or more rooms or enclosed spaces located on one or more floors or any part thereof, in a building or on a plot of land used or intended to be used for commercial use such as or for carrying on any business, occupation, profession or trade or for any other type of use ancillary to the purpose specified.
2. That the Applicant(s) as intending Applicant(s) has/ have applied for registration of its expression of interest for allotment of the said Unit in the said Project being developed by M/S Exotica Infratech LLP on the Project Land. Applicant(s) has/ have signed at all pages of this Application Form, as a token of his / her / its acceptance of the terms and condition stipulated herein.

Signature of the Applicant(s)/Intending Allottee(s)

3. That before executing the present Application Form, the Applicant(s) has / have fully satisfied himself/ herself/ themselves that M/s Exotica Infratech LLP, is the Promoter of the said Project, duly registered under the Limited Liability Partnership Act 2008. That the Applicant(s) has / have further satisfied himself/ herself/ themselves that the Promoter is sufficiently entitled to develop, sell and deal with the said Project proposed to be constructed on the Entire Project Land vide Lease Deed dated 24.08.2006 bearing Registration No. 7138, in Book No. 1, Volume No. 1427 on Pages 191 to 390, duly registered in the office of Sub-Registrar-II, Noida, on 30.08.2006 ('Lease Deed') on the terms and conditions contained therein for a period of 90 years, in favour of Abloom Infotech Private Limited now re-constituted as M/s Exotica Infratech LLP. The Applicant(s) agree and understand that the terms and conditions of the said Lease Deed shall be mutatis-mutandis applicable to the Applicant(s).
4. That the Applicant(s) further acknowledge and agrees that, before executing the present Application Form, he/she has inspected and has been shown all the relevant title documents of the Promoter with respect to the Project Land and the Approval / Sanctions of the said Project as mentioned in **Schedule-D** and has carried out its independent due diligence with respect thereof. The Applicant(s) state and submit that he / she / they are fully satisfied with the Right/Title/Interest of the Promoter to construct the said Project on the Said Land.
5. That the Applicant(s) further acknowledge and agrees that, the Applicant(s) have submitted this Application Form after understanding the entire manner and scope of development to be taken in the said Project, including the detail of Carpet Area, Exclusive Area, Common Areas and facilities being provided, without relying on any of publicity materials / advertisements published in any form or any channel by the Promoter or any third party in the past. Applicant(s) confirm that the advertisement / publicity materials released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 ("Act") read with Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017. The Applicant(s) state that they have not relied on the same before making its decision to purchase the said Unit. The Applicant(s) agree and understand that that the color, texture, the fitting(s) / fixture(s) or any installation depicted in advertisement are shown only as a suggested layout without any obligation on part of the Promoter to provide the same.
6. The present Application is accompanied with the Booking Amount payable as per the Payment Plan. The said Booking Amount and all further amounts, shall be paid by A/c payee Cheque / Demand Draft / UTR / RTGS / NEFT favoring of "**M/s Exotica Infratech LLP - Collection account for Exotica 132**", payable at Noida (no outstation cheque/draft shall be accepted).
7. That notwithstanding the fact, that the Promoter may have issued an acknowledgment by way of a Receipt for the money tendered with this Application Form, the Applicant(s) have clearly understood that this Application is only a request/ offer of/by the Applicant(s) for the provisional allotment of a Unit and does not constitute any Allotment and / or Agreement for Sale/Sub-lease. The Applicant(s) are not vested with any right or entitlement or interest until the final allotment of the Unit is made by the Promoter in the said Project and Agreement for Sale/Sub-lease is executed by the Applicant(s) with the Promoters.

Signature of the Applicant(s)/Intending Allottee(s)

8. That the final allotment is entirely at the sole discretion of the Promoter and the Promoter reserves the right to accept or reject the Application without assigning any reason thereof. In case of **rejection** of this Application by the Promoter, the Booking Amount / Registration Amount / Earnest Money so paid by the Applicant(s) shall be refunded to the Applicant(s) without interest. It is further clarified that the deposit of the booking amount/cheque shall not amount to acceptance of the Application.
9. That the *Time is of the Essence*. It shall be Applicant(s) obligation to timely and regularly make payments of the installments along with other charges / dues as per the Payment Plan opted by the Applicant(s) on or before its due date(s) or as and when demanded by the Promoter. It is clarified that it shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of this Application Form, Allotment Letter, Agreement for Sale / Sub-Lease & Sub-Lease Deed the terms and conditions of which the Applicant(s) has/have understood.
10. The Payment Plan as opted in this Application Form shall be treated as final and binding and shall not be changed and / or altered.
11. The timely and regular payment of installments is the essence of the contract. It shall be incumbent on the Applicant(s) to comply with the terms of the payment and other terms and conditions of registration/booking, failing which the Promoter reserves the right to cancel the above said booking after deducting and forfeiting the booking amount i.e., 10% of the total cost of the unit and the balance amount (if any) will be refunded without interest. However, in exceptional and genuine circumstances the Promoter may at its sole discretion condone the delay in payment by charging interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on Home Loan of State Bank of India + 1% P.A. and restore the registration in case such property is not allotted to someone else.
12. It is clearly agreed and understood by the Applicant(s), that it shall not be obligatory on the part of the Promoter to send demand notices/reminders regarding the payments to be made by the Applicant(s) as per the Payment Schedule or for the obligations to be performed by the Applicant(s). It will be obligatory on part of the Applicant(s) to make the payment on or before the due dates. If any installments as per Payment Plan is not paid within the stipulated due date, the Promoter will charge an Interest Rate prescribed under the Act from the due date. Further, if the payment remains in arrears even after 2 (two) consecutive demand notices of 7 (seven) days period each for such installment issued by the Promoter as per the payment plan, and if such default by Applicant(s) continues for a period beyond 3 (three) consecutive months after the notice from the Promoter in this regard, then the Allotment shall automatically stand cancelled at the sole discretion of the Promoter and the amount deposited by the Applicant(s) as Earnest Money i.e. 10% of the Total Sale Consideration of the Unit will stand forfeited, and after deduction of the same and other Non Refundable Amounts, the balance amount, if any, shall be refunded without interest. Such refund shall be made as per the provisions of Applicable Law. However, the Promoter may at its sole discretion, condone the delay in payment by charging interest and restoring the allotment subject to the payment of the restoration charges, in case the Allotted Unit has not been allotted to someone else. Alternative Unit, if available may also be offered in lieu however the Promoter is not bound to do so.

Signature of the Applicant(s)/Intending Allottee(s)

13. All over-due payments from the Applicants (If any) shall attract Interest Rate as per SBI MCLR 1 Year +1% as prescribed under the Act from the date they fall due till the date of receipt of payment.
14. That in case of an NRI Applicant(s), the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other prevailing law shall be the responsibility of the Applicant(s).
15. That in case the cost/ value of the Unit booked/Allotted is Rs.50,00,000/- (Rupees Fifty Lakh only) or more, in such case, each and every payment made or to be made by such Applicant(s) in whatever mode or manner, whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% or such other percentage of deductions as may be applicable to the Applicant(s) as Tax Deduction at Source (TDS) and the total amount of TDS so deducted shall be deposited by such Applicant(s) to the credit of the Central Govt. Applicant(s) agrees and undertakes to mention the address of the Promoter on the challan for payment of "TDS on purchase of property".
16. That in case, the Applicant(s) makes any payment to any person except the Promoter, against the said Unit, then the Applicant(s) will be solely responsible & liable for the said payment and such payment shall not be deemed to be the payment made towards the said Unit.

The Mode of payment to be made to Promoter shall be NET BANKING / RTGS/ NEFT / ACCOUNT PAYEE CHEQUE / ACCOUNT PAYEE DRAFT drawn in favour of "M/s Exotica Infratech LLP - Collection account for Exotica 132" A/c No.- **04261100036254** IFSC Code - **PSIB0000426** Bank Name - **Punjab & Sind Bank** Branch- **Atta, Noida** Branch Add.- **D2C, Sector 18, Noida Gautam Buddha Nagar, Uttar Pradesh.**

17. The Applicant(s) agree that the basic sales price and other charges of the said Unit are being charged and paid based on Carpet Area of the Unit. The Super Area of the said Unit is only provided at the request of the Applicant(s) however the entire consideration has been charged based on carper area.
18. The Applicant(s) agrees that the possession of the Unit will be handed over by the Promoter after making all the payments, outstanding/dues, penalties etc. along with interest (if any) by the Applicant(s) to the satisfaction of the Promoter.
19. That it shall be the responsibility of Applicant(s) to inform the Promoter by Regd. A.D. Letter / Speed Post about subsequent change(s) in the address of the Applicant(s), otherwise the address given in the Application Form will be used for all correspondences including Demand Letters / Notices and the same will be deemed to have been receiving by the Applicant and the Promoter shall not be responsible for any default.
20. In case there are joint Applicant(s), all communication shall be sent by the Promoter to the Applicant whose name appears first in the Application, at the address given for mailing and which shall for all purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named joint Applicant(s).

Signature of the Applicant(s)/Intending Allottee(s)

21. That the layout plan of the entire Project and the area of the Unit as drawn by the Promoter is tentative and is subject to change. If deemed necessary by the Promoter and in strict compliance with Section 14 of the Uttar Pradesh Real Estate Regulation Act, 2016 as amended and other applicable laws or as may be required by the regulatory authorities, the Promoter may make suitable alterations in the layout plan and area of the Project/ Unit. Such alterations may include changes in the Area, Floor, Tower & Number of the Unit and the location. Regarding all such changes either at the instance of the regulatory authorities or otherwise, decision of the Promoter, shall be final and binding on the Applicant(s).
22. That in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Government/Competent Authority the Promoter shall have full right to raise further constructions over the top roof/terrace of the Project or over the top roof/terrace of the Towers/Buildings in the Project as being the sole and exclusive property of the Promoter and the Applicant(s) shall not be entitled to raise any objection or make any claim on any account in this regard. Subject to provisions of the applicable law, the Promoter can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Promoter.
23. That the amenities like roads, electricity, sewers & water supply, same shall be provided by the concerned regulatory up to the boundary of the said Project. The Promoter will carry out all the above-mentioned amenities within boundary of the said Project i.e. Internal development of the Project. Any delay in providing the above said facilities on the part of the regulatory authority shall not be considered as delay on the part of the Promoter.
24. That the Applicant(s) and his family members have the right to visit and inspect the Project during the course of construction once in 3 (Three) months and after seeking prior written consent of the Promoter. During such inspection, the Promoter shall not be held liable for any loss/cost/damages/hurt or any other expenses caused due to such visit by the Applicant(s) or his family members accompanying him, on account of any accident that may occur at the time of such visit.
25. That the Applicant(s) will have equal share in the Unit and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, in case a loan has been availed. Similarly, in a divorce case or where a dispute arises between the Applicant(s), the booking will continue only after providing consent in writing by both the Applicant(s) and No Objection Certificate from the concerned bank, if a loan has been availed. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not have any effect to the same. In all the above said circumstances there will be a time limit of maximum up to 120 days and thereafter the Promoter can cancel the said booking/allotment, and the Applicant(s) shall have no claim or right whatsoever except to claim for the refunds of the balance amounts, if any after deduction 10% of the Total Sale Consideration and other said Non Refundable Amounts. For the refund in said cases as stated above, consent of both the Applicant(s) shall be necessary otherwise the amount shall be refunded in equal share between all the Applicant(s).

Signature of the Applicant(s)/Intending Allottee(s)

26. That all the taxes and statutory levies presently payable in relation to the Project have been included in the price of the Unit. However, in the event of any further increase and/or fresh tax, GST, service tax, trade tax/sales tax, VAT, farmers compensation cess, labor cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Applicant(s) on pro rata basis. Any charges on account of external electrification as demanded by any competent authority shall also be additionally payable by the Applicant(s). Further, the water and sewerage connection charges shall be payable by the applicant(s) in addition to Total Sale Consideration.
27. The Promoter shall endeavor to complete the construction of the Unit within the specified period as given in the Agreement for Sale/Sub-lease, subject to force majeure reasons and also subject to the timely payment of installments and other charges by the Applicant(s), as and when due and / or demanded by the Promoter. The Promoter on obtaining Occupancy Certificate from concerned regulatory authority shall hand over the Unit to the Applicant(s) after clearing all the dues by the Applicant(s) according to the terms and conditions of the Allotment Letter, Agreement for Sale / Sub-Lease in respect of said Unit.
28. The Applicant(s) agrees that the development of the project is subject to force majeure conditions which includes, but is not limited to:
- Acts of God i.e., landslide, fire, drought, flood, earthquake, epidemics, natural disasters, etc.
  - War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism.
  - Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
  - The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Promoter whereby the work of construction is stayed or stalled;
  - Any change in applicable laws adversely affecting the development of the Said Project;
  - Other cause beyond the reasonable control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Unit.
29. That subject to the above, the possession of the said Unit is likely to be delivered by the Promoter to the Applicant(s) by \_\_\_\_\_. In case of delay in construction of the said Unit beyond the present RERA completion date, which is not due to reason explained above, the Promoter agrees to pay a delay penal interest @ the rate equal to MCLR (Margin Cost of Lending Rate) on loan of SBI +1% for a period exceeding to the present project completion date.

Signature of the Applicant(s)/Intending Allottee(s)

The Applicant(s) agree and understand that Applicant(s) shall be only entitled to payment of delayed penalty as aforesaid, subject to the fact that the Applicant(s) has made payment of all the installments towards the sale consideration amount of the said Unit to the Promoter in time and without making any delay.

30. For Electricity & Power Back-up, the Load shall be provided on chargeable basis as per the design provisions made by the consultant. Infrastructure for the same shall be delivered accordingly. An Additional Infrastructural charge shall be borne by the Applicant(s) if he/she requires excess load besides the provided load.
31. That the existing use of the said Unit is IT / ITES / Office Space / Shops, and the Applicant(s) undertakes to use the said Unit for specific purposes only, which are permissible under the Law. The Applicant(s) shall, therefore, not use the said Unit herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the Promoter and other owners/occupants of the Units in the Project. The Applicant(s) undertakes to use the said Unit exclusively for the IT/ITES use only which are permissible under the law and shall not use the said Unit for any other purpose e.g. Rice-mill, Atta-Chakki, Factory, Welding Work, Meat shop, Dhaba, Liquor/Wine shop, Automobile Workshop or shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Unit or carry out any activity which is injurious or which is prohibited by the State or Central Government.
32. That on completion of the said Unit and receipt of Total Sale Consideration amount along with other charges (if any) payable by the Applicant(s), a Tripartite Sub-Lease Deed shall be executed in favor of the Applicant(s) in the format approved by the Noida Authority and the Promoter. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease Deed, registration charges/fees, miscellaneous expenses and advocates legal fees/charges etc. shall be borne and paid by the Applicant(s). The Applicant(s) will be responsible and liable to pay the deficiency in stamp duty/penalty/interest on such documents as per the Stamp Act. Any stamp duty and deficiency, if imposed by the Govt. on any agreements so executed by the Applicant(s) with the Promoter shall be payable by the Applicant(s).
33. That there will be defect liability period of 60 months from the date of Occupancy Certificate/ Part Occupancy Certificate as may be applicable. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the ready-made equipment/appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the equipment / appliances bought, the Promoter shall co-operate with the Applicant(s) to sort out the issues.
34. That the Applicant(s) agrees to enter into a Maintenance Agreement, Electricity and Power Back-Up Agreement to be executed between the Applicant and Promoter and/or the Maintenance Agency nominated by the Promoter at the time of execution of the Sub-Lease Deed of the said Unit. The Applicant shall pay the maintenance charges for upkeep and maintenance of various Common Services and Facilities (excluding internal maintenance of the Unit) in the Project as determined by the Promoter or its nominated Agency in addition to other usage charges like electricity and water.

Signature of the Applicant(s)/Intending Allottee(s)

It is expressly agreed that non-payment of any additional charges and maintenance charges within the time specified shall else disentitle the Applicant(s) to the enjoyment of the Common Services & Facilities and other common services.

35. All or any disputes arising out or touching upon or in relation to or concerning with the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act. The Courts in Noida, UP alone shall have jurisdiction in case of any dispute, claim arising out or in connection with the present application form.
36. That Promoter will provide lease assistance to the Applicant(s) / Buyer(s) / Allotter(s) of the units in the Project. Promoter will also have a "First Right of Refusal" If the tenant arranged by the buyer/allotter does not meet the basic criteria defined by the Promoter at that time, in case of refusal, Promoter may arrange an alternate tenant for the said Unit on the basis the ongoing market trends. However, it shall be the ultimate responsibility of Applicant(s) / Buyer(s) / Allotter(s) to select a reputed tenant for the overall success of the project. The terms and conditions of leasing imposed by the Promoter from time to time shall be binding upon the Applicant(s) / Buyer(s) / Allotter(s).

**Declaration:**

- I/we have signed and submitted this Application and paid the amount payable thereof being fully conscious of my/our liabilities and obligations.
- I/We agree to sign and execute all the necessary agreements and other definitive documents as and when desired by the Promoter within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/expenses incidental thereto and I/We agree to be bound by the terms of the said agreements/documents.
- I/We have read and understood the "Terms and Conditions" mentioned in this application form and agree to be bound by the same.
- The terms and conditions mentioned herein shall be in addition to the terms and conditions of the necessary agreements/definitive documents.
- I/We the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.

Name of Applicant(s)/ Intending Allottee(s)

Signature of the Applicant(s)/ Intending Allottee(s)

Date:

Place:

Signature of the Applicant(s)/Intending Allottee(s)

Signature of the Applicant(s)/Intending Allottee(s)

