To, Exp	erion Developers Private Limited
Sub	: APPLICATION FOR BOOKING OF A UNIT IN PHASE, IN THE RESIDENTIAL GROUP HOUSING COMPLEX KNOWN AS "EXPERION ELEMENTS"- ("PROJECT") BEING DEVELOPED BY EXPERION DEVELOPERS PRIVATE LIMITED AT PLOT NO. GH-02, SECTOR 45, NOIDA, DISTRICT GAUTAM BUDH NAGAR, UTTAR PRADESH.
Dea	ur Sir,
1.	I/We (also referred to as the "Applicant") wish to apply, by way of this Application ("Application"), for booking of Unit no. having Carpet Area of sq.mtr. or sq.ft. approx. in Phase of your aforesaid Project (hereinafter referred to as the said "Unit") as per the payment plan ("Payment Plan") opted by me/us and details mentioned in Annexure-A.
2.	I/We acknowledge and understand that the M/s Experion Developers Private Limited (hereinafter referred to as the "Promoter") is the allottee of Plot No. GH-02, Sector 45, Noida, Uttar Pradesh admeasuring 19289.81 Sq. Mtr. (said "Plot") vide Lease Deed dated 26.06.2023 executed by New Okhla Industrial Development Authority ("NOIDA") as Lessor in favour of Experion Developers Private Limited after the latter having been declared successful bidder in Bid/E-Auction by NOIDA under Scheme Code 2022-23(iii) for allotment of Residential Plot for development of Group Housing on the said Plot known as "Experion Elements" (hereinafter referred to as "Project"). I/We further understand and acknowledge that phase of the Project shall comprise of number of residential units.
3.	I/We further acknowledge and understand that the said Project shall be developed in a phase-wise manner based on the number of towers/blocks. Each phase shall be launched and developed as a separate and independent phase viz., Phase I, Phase II and so on ("Phase"). I/We also understand that there shall be common areas passing through and/or within the said Phase which shall be used commonly for access, ingress and egress by the allottees/occupants of other phases of the Project. Such Common Areas shall form an integral part of the layout of the overall development of the Project and I/we shall not have any right, title or interest with respect to

such common areas or any part thereof. Further, I/we shall not claim any right, title or interest with respect to

areas designated for common use by the occupants of the entire development.

4.	I/We hereby confirm and declare that I/we have personally visited the site where the said Project is being developed and after having fully satisfied myself/ourselves in all respects, I/we have decided to apply for the booking of the said Unit.
5.	I/We hereby enclose cheque no.
	drawn on for an amount of Rs. /- (Rupees
	only) towards the booking amount payable in terms of the Payment Plan opted by me/us.
6.	Notwithstanding anything contained herein, I/We acknowledge and understand that I/ We, by virtue of this Application, (i) am/are solely an Applicant for reserving the Unit; and (ii) have not been allotted, sold or otherwise transferred by the Promoter, the Unit. Further, it is hereby clarified that by virtue of this Application, the Promoter has not allotted, sold or otherwise transferred the Unit notwithstanding the fact that the Promoter may have issued an acknowledgement in receipt of the booking amount 1 tendered with this Application and encashed the same.
7.	I/We hereby understand and acknowledge that this Application does not constitute an agreement for sub-lease/builder buyer agreement ("Agreement") and I/we do not become entitled to the provisional and/or final allotment of Apartment. I/We understand that the allotment of the unit shall be done only after execution of the agreement.
8.	I/We have clearly understood and agreed that this Application will be processed by the Promoter only after
	payment/realisation of applicable booking amount of Rs. (Rupees
	only) as specified in the Payment Plan together with Application complete in all respects.
9.	I/We have clearly understood and agreed that if the application is accepted, the company shall provisionally book the Unit and such booking shall be based upon the information as contained in this application and shall be subject to compliance and performance of all the terms, conditions and obligations as are set out herein which are broadly indicative of the terms and conditions as may be specified in the Agreement. In case the company rejects this application due to any reason, the Booking Amount paid along with this Application will be refunded without any interest and/or compensation. However, the Booking Amount is not refundable once the application of the unit has been accepted by the company.
10.	I/We have clearly understood and agreed that in case the Promoter accepts my/our Application, I/we hereby undertake and agree to abide by all the terms and conditions as may be prescribed by the Promoter including payment of the consideration/total price and execution of Agreement and other documents prescribed by the Promoter. In the event of my/our failure to execute the Agreement or any other document prescribed by the Promoter within the stipulated period in the written intimation sent by Promoter after acceptance of my/our application, my/our booking shall stand cancelled, and the entire amount paid by me/us shall stand forfeited.

11. I/We have applied for booking of said Unit with the complete knowledge of the laws, notifications, rules and regulations applicable to the said Unit and have fully satisfied myself/ourselves about the right and interest of the

Promoter in the aforesaid Unit and Project. Further, that I/we hereby undertake to abide by all laws, rules and regulations and terms and conditions of the competent authorities applicable to the aforesaid Unit.

- 12. I/We further understand and agree that the Booking Amount payable for booking of the said Unit shall be payable by me/us in different instalments (together shall be referred to as the "Booking Amount"), the sum total of which shall constitute the Booking Amount for the said Unit for all intents and purposes.
- 13. If any of the cheque submitted by the Applicant to the Promoter is dishonored for any reasons, then the Promoter shall intimate the Applicant of such dishonor of the cheque and the Applicant would be required to tender a demand draft of the same amount to the Promoter within ten (10) days from the date of dispatch of such intimation by the Promoter and the same shall be accepted subject to 'Dishonor Charges' of Rs 1 0 0 0 for each dishonor. In the event the said demand draft is not tendered within the stipulated time period mentioned herein, then the Application would be deemed cancelled, at the sole discretion of promoter.

# PLEASE USE CAPITAL LETTERS TO FILL IN THIS FORM. USE BLACK PEN ONLY.

1. SOLE/FIRST APPLICANT		
Mr./Ms./M/s.		
s/w/d of		
Date of Birth/Incorporation	Nationality	
Occupation:		
	Service Professional Business	
	Student Housewife Any other	
D : 1 (* 10) (		
Residential Status:	Desident *Fersion National of Indian O	at action
	Resident Non-Resident *Foreign National of Indian Or	igin
	*Others (please specify)	
	Current country of recidence	
	Current country of residence *Principal Bank a/c no. held in the country of residence along with deta	ils for
	RTGS/electronic transfer	
Marital Status:		
	Married Unmarried	
Permanent Account No.	/Company Incorporation No	
	nd FNIOs , please attach copy of passport/PIO Card )	
Correspondence/Registered	Address:	
City	State	
Pin	Email Mobile No	
Tel. No. (with STD/ISD Code)		
Name of the Company Designation	Address:	

It is mandatory to fill in the requisite information in all the columns for all applicants.

City	State	Country
PIN	Email	
Tel. No. (with STD/ISD Code)		Mobile No

PLEASE USE CAPITAL LETTERS TO FILL IN THIS FORM. USE BLACK PEN ONLY.						
2. SECOND/JOINT APPLICA	ANT					
Mr./Ms./M/s.						
s/w/d of						
Date of Birth/Incorporation		Nationality				
Occupation:						
оссирано	Service	Professional	Business			
	Student	Housewife	Any other			
Residential Status:						
	Resident	Non-Resident	*Foreign National of Indian Origin			
	*Others (please spe	ecify)				
	Current country of	rocidonos				
	-		try of residence along with details for			
	RTGS/electronic tra	ansfer				
Marital Status:	Married	Unmarried				
	Warried	Offinance				
Permanent Account No.		/Company Incorp	poration No			
(In case of Non-residents and	d FNIOs , please att	ach copy of passport	/PIO Card )			
Correspondence/Registered Address:						
Odirespondence/registered						
City	State		Country			
Pin	Email					
Tel. No. (with STD/ISD Code)			Mobile No			

Name of the Company

Designation		Address:	
City	State		Country
PIN	Email		
Tel. No. (with STD/ISD Code)			Mobile No
Fax No			
PLEASE USE CAPITAL LET	ITERS TO FILL IN 1	THIS FORM. USE BL	ACK PEN ONLY.
3. THIRD/JOINT APPLICAN	Т		
Mr./Ms./M/s.			
s/w/d of			
Date of Birth/Incorporation		Nationality	
O			
Occupation:			
	Service	Professional	Business
	Student	Housewife	Any other
Residential Status:			
	Resident	Non-Resident	*Foreign National of Indian Origin
	*Others (please sp	pecify)	
	Current country of		
	•		ntry of residence along with details for
	RTGS/electronic to	ransfer	
Marital Status:			
	Married	Unmarried	
Permanent Account No.		/Company Incor	
(In case of Non-residents an	d FNIOs , please at	tach copy of passpor	t/PIO Card)
Correspondence/Registered	Address:		
23.135ps/las/100/10gistored			

Country

State

City

Pin	Email			
Tel. No. (with STD/ISD Code)		Mobile No		

Name of the Company	
Designation	Address:
City	Country
PIN Email	
Tel. No. (with STD/ISD Code)	Mobile No
Fax No	
4. ADDRESS FOR COMMUNICATION	
ADDITIONAL	L TERMS & CONDITIONS
obligations to be observed by me/us as set ou	on for booking of the said Unit is subject, inter alia, to the terms and at herein, including the terms and conditions of the Agreement that moter and I/we further agree and undertake to abide by all these
acknowledge and understand that the Promot Mtr situated at Sector 45, Noida, District Gaut	r fully understanding all the terms and conditions of lease. I/We ter is the lessee of Plot No. GH-02 admeasuring 19289.81 Sq. tam Budh Nagar, Uttar Pradesh which has been earmarked for sometring of residential units in a condominium setting.
I/We have gone through all the approvals and said Project including the Building Plans approval, Permit to Build no.      Environment and Forests (M.)	and Environment Clearance from the Ministry of
vide	
dated The I	Project is also registered under the provisions of the Real Estate
(Regulation & Development) Act, 2016 with the	Real Estate Regulatory Authority at U T T A R
PR / DE S H under registration no.	UPRERAPRJ

4. I/We have also gone through the draft Agreement available at the Project's website/ Site Office/Corporate Office of the Promoter and I/we have fully understood all the terms and conditions mentioned therein. I/We acknowledge

and declare that the Promoter has readily provided me/us with all the information/clarifications as required by me/us.

- 5. I/We declare that I/we am/are competent to make and submit the present Application for booking of the aforesaid Unit and there is no legal, regulatory or statutory impediment or restriction on my/our making this Application or the payment tendered hereunder.
- 6. I/We have inspected the site where the aforesaid Project is being developed. I/We have not merely relied or been influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warrantees, statements or estimates of any nature whatsoever, whether written or oral, made by the Promoter, but I/we have made my/our own personal judgment prior to booking the Unit.
- 7. I/We understand and acknowledge that the carpet area of the Unit ("Carpet Area") shall mean and include the net usable floor area of the Unit and the area covered by the internal partition walls including shear walls and columns within the Apartment and shall exclude the area covered by the bare shell external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area.

	/- (Rs	only);
The t	otal price for the Unit shall include the follow	wing;
A.	Consideration/Premium of Rs. per sq. mtr. (Rs/- per car parking space;	at the rate of Rs/- sq. ft.) of Carpet Area inclusive of usage rights of/
В.	GST / levies / taxes as applicable.	

In addition to the Total Price, the Allottee hereby undertakes and agrees to pay the following:

- (i) Maintenance Charges as may be applicable at the time of handing over of possession of the Unit, determined by the Promoter/MSA as the case may be, applicable taxes and levies shall be paid additionally, from the date specified in Possession Notice;
- (ii) IFMSD as provided in Payment Plan;
- (iv) lease rent as applicable on pro-rata basis from the date of part Completion Certificate;
- (v) stamp duty charges and registration charges as applicable as well as administrative charges for execution and registration for execution of the Sub-lease Deed in favour of the Allottee as and when demanded by the Promoter.
- 9. I/We undertake and confirm that I/we shall always remain responsible for making timely payments in accordance with the Payment Plan opted by me/us. I/We understand and agree that in the event I/we default in the timely payment of any amounts payable in respect of the Unit in terms of the Agreement, I/we shall be liable for payment of "Delay Payment Charges" at such rate prescribed under the applicable laws, from the date when such amounts become due for payment until the date of receipt by the Promoter. Notwithstanding the payment of delay payment charges, in the event I/we fail to make payment towards any two consecutive installments beyond a period of 60 (Sixty) days from the due date of the last demand notice/payment request, the same shall be deemed to be a breach of the Agreement and the Promoter shall be entitled to call upon me/us to rectify the breach by making payment of the outstanding dues along with delay payment charges accrued thereon within a period of 30 (Thirty) days. In the event, I/we fail to make the payment of the outstanding dues along with delay payment charges

accrued thereon within the stipulated period of 30 (Thirty) days, the Promoter shall be entitled to cancel the allotment and terminate the Agreement in accordance therewith.

- 10. In case of cancellation of my/our allotment for any other reason(s) whatsoever, not attributable to the Promoter, the Promoter shall be entitled to forfeit the entire Booking Amount along with the Delay Payment Interest / Charges and taxes and refund 50% (fifty percent) of balance amount to me/us within 45 (Forty Five) days of such cancellation without any interest whatsoever and remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit or at the end of one year from the date of such cancellation/withdrawal, whichever is earlier.
- 11. I/We understand and agree that in the event of reduction in the Carpet Area, the Promoter shall refund the excess amounts paid by me/us within 45 (Forty-Five) days. I/We further agree that in the event of any increase in the Carpet Area, which shall not be more than 3% (Three Percent) of the Carpet Area as mentioned herein this Application and the Agreement, the Promoter shall be entitled to demand the payable amounts along with the next due installment as per the Payment Plan opted by me/us. All such adjustments in the amounts payable or refundable as the case may be, shall be made at the same rates as agreed herein.
- 12. Upon issuance of part Completion Certificate by the concerned Authorities, the Promoter shall offer the possession of the Unit to me/us. Subject to force majeure and fulfilment by me/us of all the terms and conditions of the Agreement including but not limited to timely payment of the Total Price and other amounts payable in accordance with Payment Plan, stamp duty, registration charges and other charges due and payable by me/us and also subject to me/us having complied with all formalities or documentation as prescribed by the Promoter, the Promoter shall offer the possession of the Unit to me/us on or before \_\_\_\_\_\_\_.
- 13. Subject to above, in the event the Promoter fails to offer possession of the Unit to me/us within the stipulated time, I/we may either:
  - (a)Opt for payment of interest from the Promoter calculated at the same rate prescribed by applicable laws over the amount received by the Promoter till date ("Penalty for Delayed Completion"). The payment of Penalty for Delayed Completion shall be made for every month of delay till the handing over of possession of the Apartment and such payment shall be made within 45 (Forty Five) days of it becoming due. The Penalty for Delayed Completion is just and equitable estimate of the damages that I/we may suffer and I/we agree that I/we shall not have any other claims/rights whatsoever;

Or

(b) Alternatively, I/we may seek termination of the Agreement by written intimation to the Promoter. In such an event the Promoter shall be liable to refund to me/us the actual amounts paid by me/us along with interest at the rate prescribed by applicable laws (excluding any interest paid/payable by me/us on any delayed payment and paid up taxes) within 45 (Forty Five) days of it becoming due. No other claim, whatsoever, shall lie against the Promoter nor be raised otherwise or in any other manner by me/us.

I/We may exercise the options contained herein within a period of 30 days from the date of expiry of the date stipulated for offering possession of the Unit failing which I/we shall be deemed to have exercised the option contained at (a) above.

14. Upon receipt of the part Completion Certificate under the applicable laws, the Promoter shall issue a written notice ("Possession Notice") to me/us requiring me/us to complete the requirements within prescribed time given in the Possession Notice (due date) and complete such other documentary requirements as may be necessary and the Promoter shall, after execution of all such documentation and receipt of all outstanding payments from

me/us including all dues payable under the Agreement or as may be payable because of any demands of any authority, permit me/us to assume possession of the Unit.

- 15. I/We understand and agree that the Promoter either by itself or through a maintenance service agency that it may appoint, 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 of unit owners or to any authority, as the case may be. I/We shall be responsible for making the payment of the Maintenance Charges and Interest Free Maintenance Security Deposit.
- 16. I/We hereby confirm and agree that the Promoter shall be responsible for handing over the building/constructions or infrastructure services and systems laid out for the said Project, as specified in the Agreement, in typical working order and free from any structural or fundamental defect. Only such structural defects that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under defect liability ("Defect Liability"). I/We further confirm and agree that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. I/We also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, I/we agree that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.
- 17. I/We hereby confirm and agree that all fittings, fixtures, apartment level equipment whatsoever like ACs, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the individual Unit owner alone. Intrinsically breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminium items, façade, doors, windows and such like shall also not be covered under Defect Liability.
- 18. I/We acknowledge and agree that despite of all the necessary steps and precautions taken while designing and construction, the concrete slabs/beams may deflect due to self-weight, imposed loading, creep and/or shrinkage phenomenon (inherent properties of concrete), for years after completion of construction. Further, there may be cracks in finishes i.e., flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and due to any renovation work or alterations undertaken by the Promoter or allottees of other units. I/We hereby agree and confirm that I/we shall not hold the Promoter liable for any such defects or claim any compensation from the Promoter in this regard.
- 19. I/We shall get my/our complete address registered with the Promoter at the time of booking and it shall be my/our responsibility to inform Experion in writing by registered AD letter for any my/our mailing or permanent address failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur therefrom.
- 20. The provisions of lease deed between the Promoter and NOIDA shall have over ridding effect and parties agree to abide by the provisions of the lease deed.
- 21. The rights and obligations of the Applicant and the Promoter under or arising out of this Application shall be construed and enforced in accordance with the applicable laws of India.

#### **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 has been concealed or withheld by me/us therefrom. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

I/We also undertake to inform the Promoter of any future changes related to the information and details shown in this Application.

I/We hereby also declare that I/we have read and understood the terms and conditions in this Application including the Total Price and the Payment Plan. By signing this Application, I/We do hereby solemnly accept and agree to abide by the terms & conditions as stipulated in this Application, which may be modified or amended by the Promoter.

I/We hereby give my/our irrevocable consent to become member of the association of unit owners to be formed in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required.							
I/We have signed this	I/We have signed this Application after having read and understood what is written in this Application						
Thanking you,	Thanking you,						
Yours faithfully,							
Signatures of:	Sole/First Applicant	Second Applicant	Third Applicant				
Date:							
Place:							
Note:							
All payments shall be made by demand draft / banker's cheque / cheque payable at through RTGS/ NEFT based on details provided by the Promoter from time to time. No cash payments or any post-dated payment instruments shall be acceptable.							
Account Name:	Experion Developers Private I	Limited					
Account No:							
Bank Name:							
Address:							

IFSC		
Code:		
Swift Code:		

- 2) Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Promoter at its sole discretion.
- 3) <u>Documents required at the time of booking:</u>
- a. Booking Amount cheque/draft.
- b. PAN No. & Copy of PAN Card/Undertaking.
- c. For Companies: Copy of Memorandum and Articles of Association, certified copy of Board Resolution, Form 18 and Form 32.
- d. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners.
- e. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR A/c.
- f. For NRI: Copy of passport and payment through their own NRE/NRO A/c/FCNR A/c.
- g. One photograph of each Applicant.
- h. Photocopy of Aadhaar Card of each Applicant.
- Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving Licence/ PIO Card/OCI Card etc.
- j. Specimen signatures duly verified by bankers (in original).
- k. If the first applicant is a minor, then proof of age and address of natural guardian to be furnished.

<sup>\*</sup>All copies of documents wherever required, should be self-attested.

#### ANNEXURE-A

### **DETAILS OF THE UNIT**

(1)	Unit No.						
(2)	Floor						
(3)	Tower						
(4)	Туре						
(5)	Phase						
(6)	Carpet Area	sq.mtr. (appro		sq. ft. (approx	c.)		
(7)	Allocated car parking						
( · )	space for exclusive use						
PAYMENT PLAN (Attached): (Please tick appropriate)  Down Payment Plan  Construction Linked Plan  Time Linked Plan							
Note	te: All amounts towards stamp du	ty, registration cha	arges as well as	s administrative cha	rges, as applicable on		
	registration of Agreement and	Sub-lease deed s	nall be extra an	d payable by the A <sub>l</sub>	oplicant(s) as and when		
	demanded by the Promoter.						
	Sole/First Ap	plicant	Second Ap	plicant	Third Applicant		
Sigr	natures of:						

# FOR OFFICE USE ONLY

1.	Application received by		On (da	te)		
2.						
3.	Details of Unit proposed to be allotted:					
	(a) Unit No.					
	(b) Floor					
	(c) Tower					
	(d) Type					
	(e) Phase					
	(f) Carpet Area	sq.mtr. (approx.)	sq. ft. (approx.)			
	(g) Allocated car parking space for exclusive use					
4.	PAYMENT PLAN (Attached): (Please tide	ck appropriate)				
_	•	iction Linked Plan	Time Linked Plan			
5. Allied charges as per the terms and conditions of the Application/ Agreement for Sale as applicable						
6.	Mode of Booking: i) Direct	(Ref. if any)				
	ii) Channel Partner Name:	(10111111111111111111111111111111111111				
	, -					
	Chamai					
	Stamp:					
7.	Application: Accepted / Rejected					
		(C	oncerned Team Member/Authorized Signatory	/)		
			** (Sales Team)			
			** (SALES HEAD)			

\*\*if Application is rejected, then please give brief reason and follow up action below:

## FOR CRM/SALES ADMINISTRATION OFFICE USE

### Check List

1.	Application date								
2.	Dealing Executive(s)								
3.	Documents completion status:  Booking amount 1 cheque for a.  Less than prescribed amount  Equivalent to prescribed amount  amount  Excess to prescribed amount								
	Type of Account: Domestic NRE NRO Foreign								
	b. Identity Proof :								
	c. Address Proof :								
	d. Photographs :								
	e. Signatures :								
4.	4. Payment Plan (Attached)								
Down Payment Plan Construction Linked Plan Time Linked Plan									
5.	5. Booking:								
	Direct :								
	Channel :								
	Reference :	-							
6.	Fit for sending Booking Intimation letter and Agreement								

Payment Plan