

## APPLICATION FORM FOR BOOKING OF RESIDENTIAL FLAT/UNIT

Ajay Realcon India LLP  
Plot No. 01B, Sector 126 - Noida  
Gautam Buddha -201303 (U.P.)

Application No. ....  
Dated.....

Dear Sir,

I/We hereby apply to book a residential Flat/Unit as described below in the Group Housing Project/Scheme under the name and style of "ACE TERRA", admeasuring 44440.508 Sq. Mtrs, built at P- 05 and P- 06, TS - 02A, Sector 22D, Yamuna Expressway Industrial Development Area, Gautam Buddha Nagar, Uttar Pradesh being developed and promoted by Ajay Realcon India LLP. (hereinafter called to as the "LLP").

I/We have clearly understood that this application does not constitute an agreement to sell and I/We do not become entitled to the provisional and/or final allotment of a Flat/Unit, notwithstanding the fact that the LLP has issued a receipt in acknowledgement of the money tendered with this application being the Non-refundable Earnest Money. I/We have read and understood the Terms and Conditions as provided in this Application Form and am/are agreeable to the same. I/ We agree to accept and sign the prescribed allotment letter/ agreement to sale with the LLP and agree to abide by the terms & conditions laid down therein.

I/We acknowledge that the LLP has provided all the information and clarifications as sought by me/us and I/We am/are amply satisfied with the same. I/We have ultimately relied on my/our own judgement and investigation before deciding to apply for booking of the said Flat/Unit and have not relied and/or is not influenced by any advertisement, representation, statements or estimates of any nature, whatsoever, whether written or oral made by the LLP, or any selling agents/brokers. I/We have visited and seen the sample apartment at the site and I/We agree and understand that the specifications including all furnishing and fixtures and fittings in the sample apartment are tentative and indicative only. This application is complete and self-contained in all respects and any kind of oral or written representation or statement shall not be considered constituting a part of this application.

I/We agree to abide by the terms and conditions of this Application including those relating to payment of total price and other deposits, government charges, rates, taxes and cess, levies etc. and forfeiture of earnest money and non-refundable amounts as laid down herein. Notwithstanding anything contained in this Application, the Applicant(s) understands that the Application will be considered as valid only on realization of the amount tendered with this Application.

In case, Ajay Realcon India LLP, confirms the booking of a Flat/Unit, I/We agree to pay further installments of sale price and all other allied charges/dues as stipulated/demanded by the LLP and/or as contained in the payment plan opted by me/us and/or as per the payment plan mentioned elsewhere in this Application Form and/or as explained to me/us by the LLP and understood by me/us, failing which the allotment shall stand cancelled and booking amount shall be forfeited by the LLP.

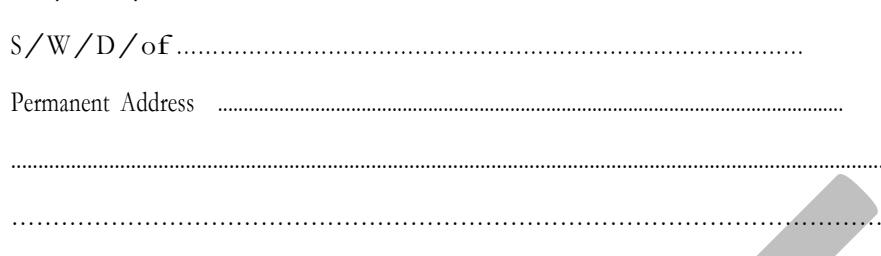
Ajay Realcon India LLP \_\_\_\_\_

Applicant \_\_\_\_\_

Co-Applicant \_\_\_\_\_

1. The particulars of the applicants(s) are given below for LLP's reference and record:

**FIRST APPLICANT**

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

S/W/D/of .....

Permanent Address .....

Correspondence Address .....

PASTE PHOTOGRAPH

Telephone ..... Mobile .....

Fax ..... E-mail: ..... Date of Birth .....

Marital Status:

Married

Unmarried

Residential Status:

Resident

Non-Resident

Foreign Nationals of Indian

Origin Nationality: ..... PAN No. ....

Occupation/Profession: Govt. Servant  Self Employed  Private Sector  Professional

Others

Office Name: ..... Designation .....

Office Address: .....

Telephone ..... Mobile ..... Fax .....

E-mail: .....

**CO – APPLICANT:**

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

S/W/D/of .....

Permanent Address .....

Correspondence Address .....

PASTE PHOTOGRAPH



M/s ..... a LLP duly registered under the provisions of Companies Act, 1956, or 2013 (as amended) having its registered office at

.....

through its director or duly authorized signatory Mr./ Mrs./ Ms.

..... S/D/W/of .....

authorized by a Board Resolution dated .....

(copy of the Board Resolution along with a certified copy of Memorandum & Articles of Association required).

PAN/ TIN ..... Registration No. ....

OR

M/s ..... a Limited Liability Partnership registered under the provisions of LLP Act, 2008 having its registered office at

.....

through its Partners Mr./ Mrs./ Ms. ..... S/D/W/of  
..... and Mr./ Mrs./ Ms. .....

S/D/W/of .....

OR

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PASTE PHOTOGRAPH

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## 2. PARTICULARS/DETAILS OF FLAT/UNIT

1. Flat/Unit No. ..... 2. Tower ..... 3. Floor.....

4. Total Area..... Sq. ft. 5. Phase ..... 6. Super Area.....

Ajay Realcon India LLP \_\_\_\_\_

Applicant \_\_\_\_\_

Co-Applicant \_\_\_\_\_

7. Other details .....

### 3. DETAILS OF PRICING AS PER CARPET AREA:

Basic sale price @ INR ..... /- per sq.ft. aggregating to INR .....

Charges for exclusive right to use the parking space INR .....

IFMS: @ INR /-..... per sq.ft aggregating to INR .....

Lease Rent @ INR /- ..... per sq.ft. aggregating to INR .....

**Total price payable for Flat/Unit:** .....

### 4. Type of Unit/Flat:

Type of Unit/Flat				Payment Plan
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				<b>CUSTOMER'S SIGNATURE</b>
<b>Additional Power Back-up (If required) KVA</b> <input type="text"/>				<b>Mode of Payment</b>
<b>Additional Parking Space</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				<input type="checkbox"/> <input type="checkbox"/>
<b>Back-to-Back Car Parking</b>	<b>COVERED</b>		<b>SELF</b>	<b>LOAN</b>

#### Note:

- 1sq.mtrs. = 10.764 sq.ft.
- \*GST will be charged, as and when applicable, at the rates prevailing at the time of payment milestones as per payment schedules.

I/We remit herewith a sum of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Bank Draft/Pay Order/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ as booking amount/earnest money for the allotment of the Flat/unit. (Booking shall be confirmed subject to realization of Cheque/DD/PO).

#### Declaration:

I/We the undersigned, hereby declare that this Application is irrevocable and the aforementioned particulars/information provided by me/us is true and correct and nothing material has been concealed there from.

I/We confirm that I/We have applied for this booking directly or through your authorized

Ajay Realcon India LLP \_\_\_\_\_

Applicant \_\_\_\_\_

Co-Applicant \_\_\_\_\_

agent/broker namely..... (To be filled by the Applicant(s) only).

I/We further declare and confirm that if the agent/broker commits for other facilities which are not covered under the terms & conditions of the Application Form and Allotment Letter then the LLP will not be responsible for the same.

Date:

Place:

Signature of Applicant(s)

**DRAFT**

## INTERPRETATION OF SOME OF THE INDICATIVE TERMS

For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

- a. **Applicant:** Means an individual(s)/Firm/LLP applying for allotment of the Flat/Unit, whose particulars are set out in the Application Form and who has appended his/her signature in the acknowledgement of having agreed to the terms & conditions of this Application Form. Kindly note that in case of more than one applicant, the other applicant will be considered as co-applicant. Further, prior to execution of the allotment letter, the Applicant/co-applicant will be considered as intending Allottee(s).
- b. **Application (Booking Application):** A request for booking of Flat/Unit made by the Applicant on a LLP's prescribed booking application form as per provisions of Real Estate (Regulation and Development Act), 2016 (hereinafter "**RERA**")
- c. **Allotment Letter:** Confirmation of booking of Flat/Unit by the LLP and an agreement over a prescribed standard format of **RERA** (if available) which is duly executed by and between the LLP and intending Allottee(s).
- d. **Allottee(s):** Intending Allottee(s) who have accepted and signed the allotment letter on a prescribed format of the LLP, thereafter, a particular Flat/Unit has been reserved thereto. Consequently, the terms & conditions of the Allotment Letter shall be applicable on the Allottee(s) till the execution of Conveyance Deed/Sub-Lease Deed. In case of more than one Allottee, the other will be considered as Co-Allottee(s), the Allottee and Co-Allottee(s) will have an equal share in the Flat/Unit unless otherwise specifically provided.
- e. **Flat/Unit:** The dwelling Flat/Unit in the project which is identified by a number, that number is also identifying the floor and block of the Flat/Unit.
- f. **Said Flat/Unit:** The particular Flat/Unit applied for by the Applicant in the said Project, details of which have been set out in this Application Form and includes any alternative Flat/Unit, if allotted to the consenting Applicant in lieu of the said Flat/Unit.
- g. **Area:**
  - **Area of land:** Total area of land on which the project is going to be constructed.
  - **Common Area and facilities:**
    - a. Entrance Hall/Lobby at Ground Floor.
    - b. Staircase and mummings
    - c. Lifts/lift shafts
    - d. Lifts lobbies including lighting, air conditioning, lighting and fire-fighting equipment thereof.
    - e. Common passage/corridor including air conditioning, lighting and fire-fighting equipment thereof.
    - f. Lift machine rooms.
    - g. Overhead water tanks
    - h. Electrical/plumbing/fire shafts and service ledges.
    - i. Mail room/security room/driver's common toilet at Ground Floor.
    - j. Security/fire control room.
    - k. Maintenance office/service areas.
    - l. Exclusive community building for the occupants of "Ace Terra".
    - m. Lawns and play areas, including lighting and services etc.

- n. Roads & driveways, including lighting and service etc.
- o. Fire hydrants & fire brigade inlet etc.
- p. D.G Room/DG sets
- q. Underground domestic & fire water.
- r. Tanks and pump room & pumps with accessories.
- s. Electric sub station/transformer/electric panels
- t. Fan rooms.
- u. Maintenance stores and circulation areas.
- v. Open car parking spaces for visitors.

- **Car Parking Space**

Reserved car parking space individually allotted for exclusive use:

- a. Covered car parking spaces on stilt floor level of building
- b. Covered car parking spaces in basements of buildings.
- c. Open car parking spaces in the project for allottees.

- **Total area:** The area comprising of the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the Common Area and facilities herein before and common facilities such as water supply arrangements, storage tanks and installations such as power light, sewerage, electrical sub-station, fire-shafts.
- **Independent Area:** The areas which are not included as common areas for common use by Allottees and may be sold by the LLP without the interference of any Allottee.
- **Limited Common Area and Facility:** Those areas and facilities which are reserved for use by the Allottees of certain Flat/Unit to the exclusion of the other Flat/Unit.
- **Carpet Area:** The net usable floor of Flat/Unit excluding the area covered by the external walls, area under services shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Flat/Unit.
- **Basic Sale Price of Flat/Unit:** The consideration amount for sale of Flat/Unit exclusive of other charges as mentioned in the Application Form and the Allotment Letter, as per Carpet area.

h. **LLP:** LLP shall mean Ajay Realcon India LLP., a Limited Liability Partnership duly registered and formed under the provisions of Limited Liability Partnership Act, 2008 having its Office at 7<sup>th</sup> Floor, Plot No 01B, Sector 126, Noida, Gautam Buddha Nagar-201303(U.P)

i. **Complex:** The entire area of land having Flats/Units of different types and dimensions in various Blocks/Towers also having spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc

j. **Force Majeure Clause:** Means any event or combination of events or circumstances beyond the control of the LLP which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the LLP's ability to perform obligations under this Application, which shall include but not be limited to:

- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.
- Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- Strikes or lock outs, industrial dispute.
- Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- War and hostilities, riots, bandh, act of terrorism or civil commotion.
- Graded Response Action Plan (“GRAP”) Orders issued by the Commission for Air Quality Management in National Capitol Region and Adjoining Areas.
- The promulgation or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/LLP from complying with any other authority or if any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/ said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or any other Quasi-Judicial Body or for any other reason whatsoever.

**k. Layout and Plans:** The Architectural Drawing of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular Flat/Unit.

**l. Payment Plans:** The mode of payment towards the captioned booking of Flats/Units having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

**m. Maintenance Charges:** The charges to be paid by the Allottee(s) for the maintenance and upkeep of the said Complex/said buildings as per the maintenance agreement with the LLP or with the Maintenance Agency at prescribed rates on the total area of the said Flat/Unit.

**n. Project:** Means “ACE TERRA ”, built at P- 05 and P- 06, TS – 02A, Sector 22D, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh.

**o. RWA:** Means the Resident Welfare Association of the Flat/Unit owners which shall be duly formed after providing possession of majority of flats/units in the said project. The LLP shall get the association registered by the Flat owners themselves and in such a case all the residents shall be required to become a member of the said RAW so formed and nominate among themselves such persons to become the President, Vice - president, General Secretary and Treasurer etc. as required under the law.

**p. Taxes:** Shall mean any and all taxes payable by the LLP and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cess, educational cess, worker’s welfare cess or any other taxes, charges, levies by whatever name called in, connection with the construction of the said Flat/Unit now, or in future or any increase thereof and recoverable from Flat(s)/Unit(s) owners.

**q. TDS:** Shall mean Tax Deduction at Source under Income Tax Act ,1961 as amended.

**r. RERA:** Real Estate (Regulation and Development Act), 2016.

**A.** WHEREAS, the Yamuna Expressway Industrial Development Authority (“Lessor”) invited bids under Scheme Code YEA-RT-03 for the allotment of various plots, including Plot No. TS-02/A, Sector 22D Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar (Uttar Pradesh), for the development of Residential Townships.

**B.** WHEREAS, M/s ATS Realty Pvt Ltd (“Lessee”) emerged as the successful bidder for Plot No. TS-02/A, Sector 22D, District Gautam Budh Nagar, Uttar Pradesh, admeasuring 409552.515 square metres and 819105 square metres (“Plot”).

C. WHEREAS, the Yamuna Expressway Industrial Development Authority, as the Lessor vide Lease Deed dated 12.06.2013 duly registered with the Sub Registrar, Gautam Budh Nagar bearing no. 14371 in Book No 1, Jild No. 13472, Page No. 107 to 138, Supplementary Lease Deed dated 17.10.2013 duly registered with the Sub Registrar, Gautam Budh Nagar bearing no. 25755 in Book No 1, Jild No. 14304, Page No. 315 to 324 and vide Lease Deed dated 11.01.2011 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh bearing no. 789 in Book No 1, Jild No. 10121, Page No. 01 to 54 thereby leased the said Plot for a period of 90 years from the date of execution to M/s ATS Realty Pvt Ltd for the purpose of development and/or construction, and subsequent transfer of the developed plots/flats/units.

D. And whereas a Sub-Lease Deed dated 30.05.2014 was executed between Yamuna Expressway Industrial Development Authority (Lessor), M/s ATS Realty Pvt Ltd (Lessee) and M/s Ajay Realcon Pvt. Ltd. (Sub-Lessee) in respect of Plot bearing no. P- 05, TS-02A, Sector 22D, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh admeasuring 26310.458 Sq. Mtrs. (Plot P-05) to develop the residential and group housing project. The said Sub-Lease Deed is duly registered with the office of Sub-Registrar, Gautam Budh Nagar bearing registration no. 17383, Book No. 1, Vol No. 16036, Page Nos. 355 – 384 dated 31.05.2014.

E. And whereas another Sub-Lease Deed dated 04.11.2020 was executed between Yamuna Expressway Industrial Development Authority (Lessor), M/s ATS Realty Pvt Ltd (Lessee) and M/s Ajay Realcon Pvt. Ltd. (Sub-Lessee) in respect of Plot bearing no. P- 06, TS-02A, Sector 22D, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh admeasuring 18130.050 Sq. Mtrs. (Plot P-06) to develop the residential and group housing project. The said Sub-Lease Deed is duly registered with the office of Sub-Registrar, Gautam Budh Nagar bearing registration no. 20248, Book No. 1, Vol No. 37567, Page Nos. 271 – 276 dated 04.11.2020.

F. And whereas as per the Certificate of Registration of Conversation dated 30.11.2023 issued by the Ministry of Corporate Affairs, M/s Ajay Realcon Pvt. Ltd was converted to an LLP i.e., Ajay Realcon India LLP.

G. And whereas vide Letter dated 02.11.2023 issued by the Yamuna Expressway Industrial Development Authority, the authority granted the permission for amalgamation of Plot P-05 and P-06, TS – 02A, Sector 22D, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh admeasuring 44440.508 Sq. Mtrs.

H. And whereas the LLP is constructing and developing residential Units/Flats of various sizes and dimensions in the Group Housing Residential Project known as “ACE TERRA ”, built on Plot P-05 and P-06, TS – 02A, Sector 22D, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh admeasuring 44440.508 Sq. Mtrs (herein after referred to as said ‘Project’), after getting the building plan duly approved from Yamuna Expressway Industrial Development Authority. As per the stipulations of said Sub-Lease Deed, the LLP is entitled to allot the flat(s)/Unit(s) on lease hold basis to the intending Applicants. The location of the Flat/Unit is delineated in the layout plan.

**INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF RESIDENTIAL FLAT/UNIT IN ACE TERRA ", ADMEASURING 44440.508 SQ. MTRS, BUILT AT P-05 AND P-06, TS-02A, SECTOR 22D, YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AREA, GAUTAM BUDDH NAGAR, UTTAR PRADESH.**

The terms & conditions given below are tentative and of indicative nature with a view to acquaint the applicant with the terms & conditions as comprehensively set out in the Allotment Letter, which upon execution, shall supersede the terms and conditions set out in this application.

1. That the Applicant has applied for registration of booking of a residential Flat/Unit in the above scheme/project being developed by **Ajay Realcon India LLP**.
2. That the Application is to be accompanied with the registration amount/earnest money payable, which shall be 10% of the cost of Flat/Unit as per payment plan, by A/c payee cheque or demand draft or UTR in favor of **Ajay Realcon India LLP**, payable at New Delhi/NCR, no outstation cheque/draft shall be accepted. However, if the amount paid by the Applicant is less than 10% of the cost of Flat/Unit then this application shall not be accepted for the provisional allotment. The schedule of installments as opted in the Application Form/Allotment Letter shall be final and binding over the Applicant. In case, re-issuance of Allotment Letter is required and requested by the Allottee or bank/financial institution, the same shall attract a fee of Rupees 25,000/- as administrative charges excluding GST and shall be payable by the Applicant.
3. That the final allotment is entirely at the sole discretion of the LLP and the LLP reserves the right to accept or reject the application without assigning any reason thereof.
4. That the Applicant shall execute an Allotment Letter with the LLP along with all required documents for the same as per Schedule of Payment Plan at the Corporate Office or Site Office of the LLP within 7 working days from the date of receiving of 10% of the cost of the Flat/ Unit. If the Applicant fails to execute and deliver the Allotment Letter to the LLP within said stipulated period then the Allotment of the Applicant shall be treated as cancelled and 10% cost of Flat/Unit as constituting the earnest money along with any other amounts of non-refundable nature, paid by the Applicant shall be forfeited by the LLP. After deduction of said amount the balance amount (if any) without interest shall be refunded to the Applicant.
5. That the Applicant is aware of and has acknowledged that the building plans are sanctioned by the Yamuna Expressway Industrial Development Area and agrees to that the LLP may make minor changes, modifications, layout/elevation/design/alteration in open spaces area or parking spaces etc. for architectural and/or structural reasons, including compoundable FAR), or as may be deemed necessary or may be required to be done by the LLP during construction and at the time of delivery of Project. The necessary intimation of the same shall be sent to the applicant for such minor changes/modifications.
6. That the sanctioned plans, layout plan and specifications of the entire Project as drawn by the LLP are in accordance with the approved plans and are subject to change if deemed necessary by the LLP due to architectural and structural reasons or as may be required by the regulatory authorities of Yamuna Expressway Industrial Development Area, the LLP may make suitable

additions/alterations in the layout plans. Such alterations may include changes in the Area, Floor, Tower & number of the flat/Unit, the location and increase/decrease in the number of car parking slots allotted to the Applicant with prior permissions of concerned authority and Two-Third Allottee(s)/Residents members at that time. In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the LLP on aforesaid reasons, shall be final and binding on the Applicant. Further the LLP reserves the right to suitably amend the terms and conditions as specified herein or directed by **RERA**.

7. As per the prevailing building bye laws, the FAR (Floor Area Ratio) of the “**ACE TERRA**”, presently is 3.5 of the residential plot area along with additional 0.5 on account of Green Building, which comprises of permissible numbers of the Flats/Units and thereafter the LLP has right to purchase the additional FAR of the Residential Plot Area from Yamuna Expressway Industrial Development Area and further LLP may use additional FAR as per the norms of the Green Building Bye Laws. Accordingly, the numbers of the proposed dwelling/Flats and population density may be increased. Furthermore, consent to increase in permissible FAR the LLP shall have exclusive right to construct additional floors within such permissible FAR with prior written consent of 2/3<sup>rd</sup> allottees at time of seeking approval for such additional FAR.
8. That in case the cost/ value of Flat/Unit booked/allotted is Rs.50,00,000/- (Rupees Fifty Lac only) or more, a deduction of 1% as Tax Deduction at Source (TDS) under section 194-IA of the Income Tax, 1961 shall be made by the applicant in whatever mode or manner and the same shall be deposited by such Applicant to the credit of Central Govt. Consequently, the Applicant/Allottees shall issue a TDS certificate to the LLP in Form 16 -B. Therefore, it is mandatory for the Applicant to have a valid Permanent Account Number (PAN). The Applicant further agrees to mention on the challan for payment of “TDS on purchase of property” and the address of the LLP.
9. That the Applicant agrees that he shall pay the basic sale price of the residential flat/ unit and other charges on the basis of the Carpet Area of the flat/Unit, which comprises of the net usable floor of Flat/Unit excluding the area covered by the external walls, area under services shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Flat/Unit. If there is any increase or decrease in the final carpet area, then necessary adjustment will be made in the price of the flat/ unit based on original rate at which the flat/ unit was allotted.
10. That it is hereby agreed, understood and declared by and between the parties that the LLP may take construction finance/ demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the Unit/Flat of the said complex, however the Sub-Lease Deed in respect of the said Unit/Flat in favour of Applicant will be executed and registered as free from all encumbrances at the time of registration relating to flat qua builder.
11. That the amenities like roads, electricity, sewers & water supply, same shall be provided by the Yamuna Expressway Industrial Development Area concerned up to the boundary of the said Project. The LLP will carry out all the above-mentioned amenities within boundary of the said Project i.e. internal development of the Project (including roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting etc. as mentioned in the brochure. The delay in providing the above said facilities on the part of Yamuna Expressway Industrial Development Area shall not

be considered as delay on the part of LLP.

12. That the Applicant and family members have a right to visit and inspect the premises during the course of construction but while deriving this right the LLP shall not be held liable for any loss/cost/damages/hurt or any other loss/expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Applicant or any family members accompanying him.
13. That the Applicant & Co-Applicant (if any) will have equal share in the Flat/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, if availed a loan or as per the rules of succession. Similarly in a divorce case or where a dispute arises between the Applicants, the booking will continue only after providing consent in writing by both the Applicants and No Objection Certificate from the concerned bank, if loan is availed.

The interest over the delayed payment shall be charged, the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months thereafter the LLP can cancel the said booking/allotment and the Applicant shall have no claim or right whatsoever except to claim for the refunds of amount as deposited, and in such cancellation, there will be deduction of 10% of the cost of the Flat/Unit. For the refund in said cases as stated above, consent of both the Applicants shall be necessary otherwise the amount shall be refunded in equal share between all the Applicants without any interest.

14. That all Taxes and statutory levies presently payable in relation to Land comprised in "ACE TERRA " have been excluded from the price of the Flat/Unit. However, in the event of any further increase and/or any fresh tax, service tax, GST/ trade tax/sales tax, VAT, farmer's compensation, cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Applicant on pro ratabasis. Any charges on account of external electrification as demanded by Yamuna Expressway Industrial Development Area Power Authority or any competent authority(s) shall also be payable by the Applicant at the rate decided.
15. That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Applicant to make the payment on or before the due dates as per the opted payment plan. If any installments as per payment schedule is not paid within due date, the LLP will charge 12% interest per annum on the delayed payment from the due date for the period of delay. Further, if the payment remains in arrears for more than 45 days from the due date for such payment or two consecutive demands whichever is earlier, then allotment shall automatically stand cancelled at the sole discretion of the LLP and the amount deposited by the Applicant as earnest money, i.e., 10% of the cost of Flat/Unit will stand forfeited, and after deduction of over dues interest amounts received from housing finance companies/banks against the said allotment and brokerage charges or any other charges, the balance amount, if any, shall be refundable without interest after 30 days of cancellation of allotment. However, the LLP may at its sole discretion, condone the delay in payment exceeding 45 days by charging interest 12% p.a. and restore the

allotment in case the allotted Flat/Unit has not been allotted to someone else. Alternative Flat/Unit, if available may also be offered in lieu but the LLP is not bound to do so.

16. That time is essence with respect to the Applicant's obligation to pay the sale price as provided in the payment schedule/plan along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment Letter to be paid on or before due date or as and when demanded by the LLP as the case may be and also to perform or observe all other obligations of the Applicant under the Allotment Letter. It is clearly agreed and understood by the Applicant, it shall not be obligatory on the part of the LLP to send demand notices/reminders regarding the payments to be made by the Applicant as per the schedule of Payments or obligations to be performed by the Applicant. However, the LLP may without prejudice to its rights in its sole discretion, waive its right to terminate the Allotment and enforce all the payments and seek specific performance of this Allotment in such a case. The Applicant agrees that the possession of the Flat/Unit will be handed over by the LLP after making all payments, outstanding/dues, penalties etc. along with interest (if any) by the Applicant to the satisfaction of the LLP.
17. That a written intimation for completion of Flat/Unit will be sent to the Applicant and a "Fit-out-Period" of 60 days will commence from the date of "offer of possession". The said "Fit-out-Period" is in order to facilitate the Applicant to communicate exact date by which he is going to take physical possession of Flat/Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of LLP, registration of Sub-Lease Deed/Transfer Deed etc., the installation of sanitary-ware, wash basin, kitchen, sink, hardware accessories and final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 45 to 60 days for an individual Flat/Unit, the Applicant may get these final installations in his own presence, if so desired.
18. That in case, the Applicant reaches in last of "Fit Out Period", where the scope of 45 - 60 days for final touch does (as stated above), does not remain in such condition, the monthly maintenance charges shall commence in accordance to the date given in the letter of "Offer of Possession".
19. (a) The LLP shall endeavour to complete the construction of the Flat/Unit within the period specified in the Allotment Letter to be entered into, subject to timely payment of installments and other charges by the Applicant, when due or demanded by the LLP, same shall be payable by the Applicant. The LLP on obtaining completion certificate/certificate of occupancy from Yamuna Expressway Industrial Development Area shall hand over the Flat/Unit to the Applicant after clearing all the dues according to the terms and conditions of the Allotment Letter in respect of said flat and it will be obligatory on part of the Applicant to take the physical possession of the said Flat within two months from the date of issuance of offer of possession or completion certificate/certificate of occupancy whichever is later.
- (b) The Applicant agrees that the development and construction of the Project is subject to force majeure conditions which includes delay for any reason beyond the control of the LLP, including but not limited to delays on account of non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any Act of God and/or Graded

Response Action Plan (“GRAP”) Orders issued by the Commission for Air Quality Management in National Capitol Region and Adjoining Areas and/or in case of delay in possession as a result of any notice, order, rule, notification of the Government/public/competent authorities, delay in issue of completion certificate/occupancy certificate, water/electric power supply connection or any other reason beyond the control of the LLP, and in such an event the LLP shall be entitled to reasonable extension of time for which the Applicant shall not be entitled for any claim or compensation of any nature whatsoever for the period of delay on the part of LLP.

20. That the possession of the said Flat/Unit is likely to be delivered by LLP to the Applicant by December, 2028 with a grace period of  $\pm$  6 months. In case of delay in construction of the said Flat/Unit beyond this date plus grace period which is not due to reason explained in clause no. 19(b) above, the LLP agrees to pay a delay penalty @ 12% P.A of the said Flat/Unit for the period of delay only to the Applicant. Vice-versa the penalty of 12% P.A. on delay in taking in possession shall also be applicable on the Applicant and payable by the Applicant, if the Applicant does not comply with the requisite compliance as per the letter “Offer of Possession”. The said penalty shall commence from the date of expiry of Fit-out Period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except refund of amount without any interest as per the terms & conditions of the LLP shall be entitled and entertained. Further in case of bank loan the due amount will be refunded to the bank and balance amount will be refunded to the Applicant after deductions of interest paid to the Bank.
21. That the car parking will be available inside the complex. The Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces as allotted to the Applicant. One car parking in the Double Basement or Big Parking Slot in Double Basement, is mandatory, and the LLP has reserved limited open car parking space on ground floor for certain Units/Flats, same will be allotted to the Applicants/owners of ground floors on first come first serve basis. No car/vehicle is allowed inside the complex except those who have reserved the car parking space. The LLP also reserves its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the complex to the Residents Welfare Association of the complex. The R.W.A. or owner/ Applicant/occupier of the Unit/Flat shall not have any right over the un-allotted parking spaces.
22. That single point electric connection will be taken for the complex from the [\_\_\_\_\_] or any other Authority Board approved by the Govt. and the electricity will be distributed through separate meters to the Applicant through pre-paid systems.
23. That if the Applicant requires more than [\_\_\_\_\_] KVA Power back up facility, then the Applicant has to give his consent in writing at the time of offer of possession letter and has to pay additional charges for the additional Power back up facility, and no request for power back-up facility shall be entertained later on. Per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.

**Note:** Any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in this booking application.

24. That the Applicant shall be required to pay the requisite charges as fixed by the LLP for the

connection of water and sewer of the allotted Flat/Unit and he shall also pay the Power Back – up charges (if more than [\_\_\_\_\_] KVA), Sinking Fund, Administration charges and all other charges as may be fixed by the LLP.

25. That there will be defect liability period of 5 years from the date of issuance of completion certificate/occupancy certificate. The defect liability shall be limited to structural defect only, 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 readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. The LLP shall rectify such defects within a period of 30 days without any further charges. However, in the event of recurring problems with the bought equipments/appliances, the LLP shall co-operate with the applicant to sort out the issues.
26. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the LLP. The date of applying the completion certificate shall be presumed as the date of completion, the LLP shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of the applying for the completion certificate only.
27. That subject to the restrictions and limitations in Sub-Lease Deed which is executed by Yamuna Expressway Industrial Development Authority, the Applicant shall be free, at its option, to raise finances or a loan for purchase of the Flat/Unit. However, responsibility of getting the loan sanctioned and disbursed as per LLP's payment schedule will rest exclusively on the Applicant. In case the Applicant's loan is not being disbursed, sanctioned or delayed, the payment to the LLP as per schedule shall not be delayed by the Applicant and in the event of default in payment as per the Payment Plan, the Applicant shall be liable for consequences including cancellation of the allotment.
28. That the Applicant shall comply with legal requirements for purchase of immoveable property wherever applicable, after execution of the Allotment Letter and sign all requisite applications, forms, affidavits, undertakings etc. required from time to time for purchase of said residential Flat/Unit.
29. That on completion of Flat/Unit and receipt of full consideration amount along with other charges (if any) payable by the Applicant, a Tripartite Sub-Lease Deed shall be executed in favour of the Applicant on the format approved by the Yamuna Expressway Industrial Development Authority and the LLP. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease Deed/Transfer Deed, registration charges/fees, miscellaneous expenses and advocates legal fees/charges etc. shall be borne and paid by the Applicant, the Applicant 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 the Sub-Lease Deed, Allotment Letter, Allotment of Parking space and Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Applicant. The stamp duty, registration fees, legal and miscellaneous expenses for registration of Allotment Letter shall be borne by the Applicant only irrespective of its nature whether

adjustable or not adjustable in final sub-lease deed.

30. That in case, the Applicant desired for cancellation before the allotment, then 10% of the cost of the Flat/Unit will be forfeited and the balance amount, if any will be refunded without any interest after 90 days of cancellation request.
31. That the Flat/Unit shall be used for residential purpose only, and any activity/ purpose which may or is likely to cause public nuisance or is not permissible under the law shall not be allowed. Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc., shall not be allowed to the Flat/Unit Owner's Association. They shall not be permitted to close the verandah, lounges, balconies, common corridors etc., even if the particular floor is occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of veranda, lounges or any walls or both faces of external wall and windows of Flat/Unit, signboard, publicity or advertisements materials outside the Flat/Unit or anywhere in the common areas shall not be permitted to any type of changes which may cause or likely to cause damage to the safety stability of the structure of the building/tower/block and shall not be permitted as there are hidden RCC column and RCC shear wall supporting the whole structure.
32. That it is admitted, acknowledged and so recorded by and between the parties that the Applicant in no circumstance will be allowed to carry out any changes whatsoever in the elevations and / or outer colour scheme. This provision shall be applicable even after handing over the physical possession and execution of title deed. In case of non-compliance of this provision by the Applicant, the LLP shall have liberty to restore the original elevations and / or outer colour scheme without any formal notice, this shall be done at the cost and risk of the Applicant.
33. That the Applicant shall pay the maintenance charges as per Total Area for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Flat/Unit) in the Complex as determined by the LLP or its nominated Agency.
34. That at the time of handing over the maintenance of the project to the RWA, the following will be handed over to the RWA, i.e. all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipments with motor rooms, Single Point Distribution system with all liabilities, Gen-sets, security gates with intercoms, lifts rooms at terrace and other areas falling under the common areas.

Note: All the unsold spaces and areas which are not falling part of common areas, shall continue to be the property of the LLP and all rights are reserved with the LLP for said areas.

35. That in case the Applicant desires transfer of allotment/ownership of Flat/Unit, before registration/possession, the same shall be at the sole discretion of the LLP. The LLP may or may not permit the Application to transfer the allotment/ownership of Flat/Unit, subject to adherence of various terms and conditions to be followed by the Applicant. The decision by the LLP in this regard shall be final and binding upon the Applicant.
36. That it is hereby agreed that the LLP/Maintenance Agency shall be entitled to effect disconnection

Ajay Realcon India LLP \_\_\_\_\_

Applicant \_\_\_\_\_

Co-Applicant \_\_\_\_\_

of water/ sewer and power/power backup connection and debar from usage of any or all common facilities within the complex of the applicant, in case of any unlawful activities or non-compliances of any of the terms of the allotment by the Applicant.

37. That if for any reason, whether within or outside the control of the LLP, the whole or part of scheme is abandoned, then no claim will be preferred except that the entire money received from the Applicant will be refunded with interest @12% to the Applicant.
38. That in case, the Applicant makes any payment to any of the person/LLP, except Ajay Realcon India LLP, against his booked Flat/Unit, then the Applicant will be solely responsible & liable for the said payment.
39. That the contents of each Flat/Unit along with the connected structural part of the building shall be insured by the Applicant at his own cost against fire, earthquake etc., the LLP after handing over possession of any particular Flat/Unit shall in no way be responsible for safety, stability and insurance of the structure. The Applicant will pay all charges towards insurance either by him individually or through society collectively, if so formed for maintenance of the building.
40. That it shall be the responsibility of the Applicant to inform the LLP by Regd. A.D. Letter or through Speed Post about subsequent change(s) in the address, otherwise the address given in the Booking Application Form will be used for all correspondences, demands, letters/Notices, and any intimation posted at that address will be deemed to have been received by the Applicant and the LLP shall not be responsible for any default.
41. That in case of NRI Applicant, observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Applicant.
42. That all disputes, differences or disagreement arising out of, in connection with or in relation to the booking of the Flat/Unit, which cannot be amicably settled, shall be decided by a sole Arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996.
43. That the venue of the Arbitration shall be Noida or such other place as may be mutually agreed between the parties and the award of the Arbitrator(s) shall be rendered in English.
44. That this Application is subject to a lock-in period of thirty (30) days from the date of signing of this Application Form and after thirty (30) days this Application shall automatically be rejected, if allotment is not done at the sole discretion of the LLP.
45. That the Courts at Noida shall have the jurisdiction in all matters arising out of and/or concerning this agreement or the applicant without any prejudice may file a complaint as per provisions of the RERA Act.
46. That the Cheque Bouncing Charges are applicable @ Rs. 2000/- + tax (as Applicable).

Ajay Realcon India LLP \_\_\_\_\_

Applicant \_\_\_\_\_

Co-Applicant \_\_\_\_\_

47. I have read and understood the terms and conditions of Sub-Lease Deed, executed in favour of the LLP by the Yamuna Expressway Industrial Development Area, the same shall be binding on me and I am fully satisfied with said terms and conditions, title, interest and rights of the LLP. It is clear to me that for any changes in the layout plan, my written consent is required as per the Law, I hereby give my free consent to the LLP that it can make any type of minor changes in layout/elevation/design beside alteration in open space etc., and my consent shall be presumed to be valid and written consent for the same at all times.
48. I have read and understood the terms and conditions mentioned in the Application Form by taking ample period. I consider all the terms and conditions of the Application Form to be reasonable and fair and I further confirm to not have any objection to any clause/ understanding of the Application Form. My signature on this Application Form is my confirmation to abide by all the terms and conditions of the Application Form, and I shall not raise any objection with respect to the same at any time in the future.
49. The provisions of RERA Act along with the Rules/Notifications framed issued thereunder as applicable to the State of Uttar Pradesh, shall apply on the Applicant and the LLP. Considering the same, any amendments/modifications/changes made in terms of the allotment letter/agreement shall apply both on the LLP and the Applicant.

I have completely read and understood the terms and conditions mentioned in this Application Form and agree to abide the same

**Signature of the Applicant**

**Signature of the Co-Applicant**

## **FOR OFFICE USE ONLY**

Customer ID No.....

Booking ID/S. Order No.....

Name of the Applicant.....

Name of the Co-Applicant.....

Name of Project.....

Unit/Fat No. ....

Tower.....

Floor.....

Total Area (In Sq. Ft.).....

Carpet Area (In Sq. Ft.).....

Booking Date .....

B.S.P. .....

Payment Plan.....

Parking Space.....

Cheque/DD Details No. .... Amount..... Bank.....

Documents: PAN Card  Address Proof

Mode of Payment: Self  Loan

Booked by (Direct/Broker).....

Discount on Form %.....

Discount on Form in Rs. ....

Net Brokerage in Rs. ....

Pending -01 .....

02.....

03.....

04.....

### **Check List for Receiving Officer:**

- (i) Booking Amount as cheque/draft/UTR.
- (ii) Customers signature on all pages of the Application Form
- (iii) PAN No. & Copy of PAN Card/Undertaking Form No. 60
- (iv) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- (v) For Foreign Nationals of Indian Origin: Passport photocopy/funds from NRE/FCNR A/c
- (vi) For NRI: Copy of Passport & Payment through NRE/NRO A/c

Prepared by..... Checked by..... Approved by.....

**LLP**.....