

APPLICATION FORM

Date :

**To,
Wondrous Buildmart Private Limited
Plot No. 1B, 6th Floor, Ace Studio, Sector 126**

I/We, the said "Applicant/s" herein say and declare as follows that:

- 1) New Okhla Industrial Area Development Authority ("**NOIDA**") invited tender bids for allotment of sport city plot no.SC-02 Sector 150, Noida admeasuring approx. 12,00,000 sq. mtrs. (equivalent to 296 acres) ("**Sports City Plot**"). The tender was awarded under allotment-cum-reservation letter no. NOIDA/Commercial/2014/1498 dated 10 September, 2014 to Lotus Greens Constructions Pvt Ltd. ("**LGCPL**"). In furtherance to the above said allotment letter an area admeasuring 160 acres out of the Sports City Plot was sub-divided, being plot no.SC-02A Sector 150, Noida (hereinafter referred to as the '**Allotted Plot**').
- 2) NOIDA demised the Allotted Plot for developing a Sports City Project (herein "**Sport City Project**") on lease for a period of 90 years commencing from 19th December 2014 in favour of LGCPL as lessee thereof, by and under Lease Deed dated 19 December 2014, ("**December Lease Deed**") duly registered in the Office of the Sub-Registrar II, vide Book No.1, Document No.6486, Page No. 275 to 310 at Serial No.11297 dated 19th December 2014 and Lease Deed dated 8th May 2015, ("**May Lease Deed**") duly registered in the Office of the Sub-Registrar II, vide Book No.1, Document No.6710, Page No. 1 to 36 at Serial No.3176 on 11th May 2015.
- 3) LGCPL obtained permission from NOIDA under Letter No. NOIDA/Commercial/2016/471 dated 6th June 2016, for sub-lease in favour of the Wondrous Buildmart Private Limited [herein "**Promoter**"], an area of approx. 80,857 sq. mtrs. being part of the said Sports City Plot/Allotted Plot, bearing new Plot No. SC-02/A9 Sector 150, NOIDA, District Gautambudh Nagar, Uttar Pradesh (hereinafter referred to as the '**said Larger Property**') more particularly described in the **Annexure B**.
- 4) Pursuant to the aforesaid permission, LGCPL sub-leased the said Larger Property by and under a Sub-Lease dated 15th June, 2016 duly registered on 17 June, 2016 in the office of Sub-Registrar II, Noida, vide Document No.6339, Book No.1, Volume No. 7882, Pages from 51 to 100, (hereinafter referred to as said "**Sub-Lease Deed**") to the Promoter. The said Sub-Lease Deed is confirmed by NOIDA under Letter No. NOIDA/Commercial/2016/566 dated 8 July 2016 and taken on record, for the purpose of construction and development of residential group housing complex forming part of the overall development of the Sport City Plot/Sports City Project. Currently, Promoter is joint venture company of LGCPL and Eldeco Infrastructure & Properties Limited in which both LGCP and Eldeco Infrastructure & Properties Limited have shareholding.
- 5) The Promoter intends to develop and is developing the said Larger Property as a residential as a group housing complex in phase wise manner by optimum utilization of the floor area ratio (F.A.R) together with the infrastructures and common areas and amenities thereof, in accordance with the applicable law, manner either itself or through its associate companies/other Promoters/promoters.
- 6) The Applicant/s is/are aware that the Promoter is seized and possessed of said Larger Property.

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- 7) The Promoter is developing a group housing project/complex in the name of “**Eldeco Live by the Greens**” (**Project**) on the said Larger Property. A copy of the authenticated approved plan of the said Larger Property delineated in bold boundary line is annexed hereto as **Annexure B**.
- 8) The Applicant/s is aware that the Promoter shall develop and complete the said Larger Property/Project in various phases. 24111.93 sq mtrs forming part of the said Larger Property/Project named ‘Eldeco Live by the Greens Phase-1’ (Phase I Project) comprising of 572 Units and club. Phase I Project has been registered with the Uttar Pradesh Real Estate Regulatory Authority [UPRERA] under the provisions of Real Estate (Regulation & Development) Act, 2016 [RERA] read with Uttar Pradesh Real Estate Registration Rules and the Authority vide registration bearing no. UPRERAPRJ15172 granted on 11.10.2017.
- 9) The Promoter in the second phase is developing a land admeasuring 15572 sq. mt. forming part of the said Larger Property/Project having total 220 residential units under the name of ‘**Eldeco Live by the Greens Phase-II**’ (**Phase II Project**). The Promoter has registered Phase II Project with the Uttar Pradesh Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted registration on 30.06.2021 vide registration bearing no. UPRERAPRJ121123.
- 10) The Promoter in the third phase is now developing a land admeasuring 9870.78 sq. mt. forming part of the said Larger Property/Project having total ___ residential units under the name of ‘**Eldeco Live by the Greens Phase-III**’ (**Phase III Project**). The Promoter has registered Phase III Project with the Uttar Pradesh Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted registration on _____ vide registration bearing no. UPRERAPRJ_____.
- 11) The Applicant/s vide this application (“Application”) hereby applies for booking of a residential apartment in the Phase III Project as detailed in Schedule A (hereinafter referred to as “said Unit”) along with pro rata share in common areas of Project (“Common Areas”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and as may be declared in deed of declaration to be submitted before the concerned authority; whose floor plan is annexed hereto as Schedule C. The Total Price of the said Unit is as specified in Schedule D and the specifications of the said Unit are attached herewith as Schedule E.
- 12) The Applicant/s is/are aware that certain portion of the said Larger Property admeasuring approx. 3819.95 Sq mtr., more particularly depicted in the plan annexed herewith as **Annexure B1** and defined therein as ‘**Identified Area**’, shall be developed as common Sports City road and facility and all the allottees of the Sports City Project shall have usage right in this area.
- 13) The Applicant/s understand and agrees that it will be constructing and providing certain amenities in the Project out of which some amenities is being constructed and provided in Phase I Project (hereinafter referred to as “**Phase I Project Amenities**”), some amenities will be constructed and provided in Phase II Project (hereinafter referred to as “**Phase II Project Amenities**”) and some amenities will be constructed and provided in Phase III Project (hereinafter referred to as “**Phase III Project Amenities**”) whereas balance amenities will be constructed and provided in other phases of the Project (hereinafter referred to as “**Balance Phases Project Amenities**”). The Phase I Project Amenities, Phase II Project Amenities, Phase III Project Amenities and Balance Phases Project Amenities are jointly referred to as ‘**Project Amenities**’. It is clarified that all the Applicant/s of the said Larger Property/Project shall be entitled to share and use the Project Amenities and Common Areas, greens and circulation spaces on/of the said

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Larger Property/Project. The list of Phase I Project Amenities, Phase II Project Amenities, Phase III Project Amenities and Balance Phases Project Amenities, are provided in **Annexure E (Part B)**.

- 14) The Applicant/s acknowledges that the Promoter will be developing two types of common areas and amenities in the Project/said Larger Property. *Type One*: Sports City Amenities namely the Cricket Field and Cricket Academy (hereinafter referred to as "**Sports City Amenities**") and *Type Two* : Project Amenities. The list of such Project Amenities are listed out in **Annexure E (Part B)**. The Applicant/s understand and agrees that :
- (a) Sports City Amenities, as per the policy/guidelines of the Promoter, shall be available for use and enjoyment of all the allottees of the said Larger Property/Project, Sports City Project and also to other third parties who are not allottees of the Sports City Project, on payment of its usage charges and on such terms and conditions as may be stipulated by the Promoter or its outsourced Maintenance Agency, from time to time.
 - (b) Project Amenities shall be available for the exclusive use and enjoyment of the allottees of the said Larger Property/Project only on payment of its usage charges and on such terms and conditions as may be stipulated by the Promoter or its outsourced Maintenance Agency, from time to time.
- 15) The Applicant/s is aware that agrees to form and join an Association comprising of the allottees of the Project (herein "Association") for the purpose of management and maintenance of the Project
- 16) The Applicant/s have demanded from the Promoter and the Promoter has given inspection to them and displayed at its offices all available approvals/permissions, including the approved layout plan and/ or building plan, the sanctioned plans, specifications of the common areas applicable to the said Unit. The list of such approvals, permissions are listed out in **Annexure C**.
- 17) The Applicant/s have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot the said Unit to the Applicant/s on the basis of such terms and conditions as contained herein.
- 18) At the time of submitting and executing this Application Form the Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule and other payment/charges related terms and conditions including but not limited to interest payable on delayed payments. The detailed payment schedule and list of other charges is provided in **Annexure D**.
- 19) The Applicant/s by signing this Application Form, do hereby accept and agree to abide by the terms & conditions as stipulated herein and also in **Annexure F**.
- 20) The Applicant/s understands and agrees that he/she shall execute and register the Agreement to Sub-lease within 30 days from the date of realization of the Application money/booking amount. In case the Allottee fails to execute and register the Agreement to Sub-lease as above due to any reason whatsoever then he/she shall be solely responsible for any penalty, consequences thereof.
- 21) The Applicant/s confirms that he/she/they have chosen to invest in the said Unit after exploring all other options of similar properties available with other promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the said Unit is suitable for his/her/their requirement and therefore he/she/they has voluntarily approached the Promoter for allotment of the said Unit in the Phase III Project.
- 22) The Applicant/s hereby give his/her/their consent to receiving marketing material correspondence, calls and SMS from the Promoter.
- 23) The Applicant agrees and undertakes that he/she/they shall not hold the Promoter and/ or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant/s nor make any claims/demands on the Promoter and/ or any of their sister concerns or affiliates with respect thereto.

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SECOND APPLICANT

FIRST APPLICANT		
1.	Name	: _____
2.	Son of / Daughter of / Wife of	: _____
3.	Date of Birth	: _____
4.	Marital Status:	: Single _____ Married _____
6.	Gender	: Male _____ Female _____ Other _____
7.	Nationality	: _____
8.	Occupation	: _____
9.	IT PAN No (Mandatory)	: _____
10.	Aadhar No.	: _____
11.	Residential Status#	: Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____
12.	Phone	: (Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	Email ID	: _____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14.	Correspondence Address	: _____
15.	Permanent Address	: _____ Tick if same as Correspondence address
16.	Company Name & Address	: _____

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SECOND APPLICANT

SECOND/JOINT APPLICANT		
1.	Name	: _____
2.	Son of / Daughter of / Wife of	: _____
3.	Date of Birth	: _____
4.	Marital Status:	: Single _____ Married _____
6.	Gender	: Male _____ Female _____ Other _____
7.	Nationality	: _____
8.	Occupation	: _____
9.	IT PAN No (Mandatory)	: _____
10.	Aadhar No.	: _____
11.	Residential Status#	: Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____
12.	Phone	: (Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	Email ID	: _____@_____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14.	Correspondence Address	: _____
15.	Permanent Address	: _____ Tick if same as Correspondence address
16.	Company Name & Address	: _____

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Sr. no.	COMPANY AS AN APPLICANT	
1.	Name of Company: Public/Private/Limited/Listed	:
2.	Date of incorporation	:
3.	Correspondence Address	:
4.	Registered Address	:
		Tick if same as correspondence address
5.	Name of the authorised contact person	:
6.	Phone Fax	:(Work) (Mobile)
7.	Email	: _____@_____ _____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
8.	Company PAN Card (Mandatory)	:
9.	Corporate Identification Number (CIN)	:
10.	Director Identification Number (DIN)	:

The Applicant/s shall mean and include his/her/their/heirs, executors, administrators, successors and legal representatives. In case of joint Applicant/s all communications shall be sent by the Promoter to the Applicant/s whose name appears first and at the address as given in the Application Form which shall for all intents and purposes be considered as properly served on all the Applicant/s.

In case of more than one joint applicant, please use extra the sheet enclosed herewith at the end of the docket.

Bank account details for refund [in case of non-allotment of the said Unit or any other reason] Name of account holder: _____

Bank account number: _____ Bank name: _____ Branch location: _____
City: _____ MICR Code: _____ IFSC Code: _____

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Annexure A

	Details of the said Unit	Unit No.	
	Building Name / Number		
	Carpet Area of the said Unit¹ (in sq. mtr and sq. ft)		
	Exclusive Balcony / Verandah Area² (in sq. mtr and sq. ft) [if applicable]		
	Exclusive Open Terrace Area³ (in sq. mtr and sq. ft) [if applicable]		
	Car Parking Spaces	Location	Number
	Source of Booking	Direct Channel Partner Sub Source:	
	Real Estate Agent name (if applicable) and RERA Registration no	a) Name of Entity:- _____ b) Seal _____ c) RERA Registration Number _____	
	Subvention/ Benefit/ Discount provided (if any)		
	Date of offer of Possession##		
	Details of payment of Initial token amount		
	Details of payment of Initial token amount	Cheque no.... dt.....Bank.....	
	Payments to be made in favour of	Bank Account Name:	

*Area measurement is approximate and subject to variation.

¹"Carpet Area" means the net usable floor area of said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the said Unit.

²"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of said Unit, meant for the exclusive use of the Applicant/s .

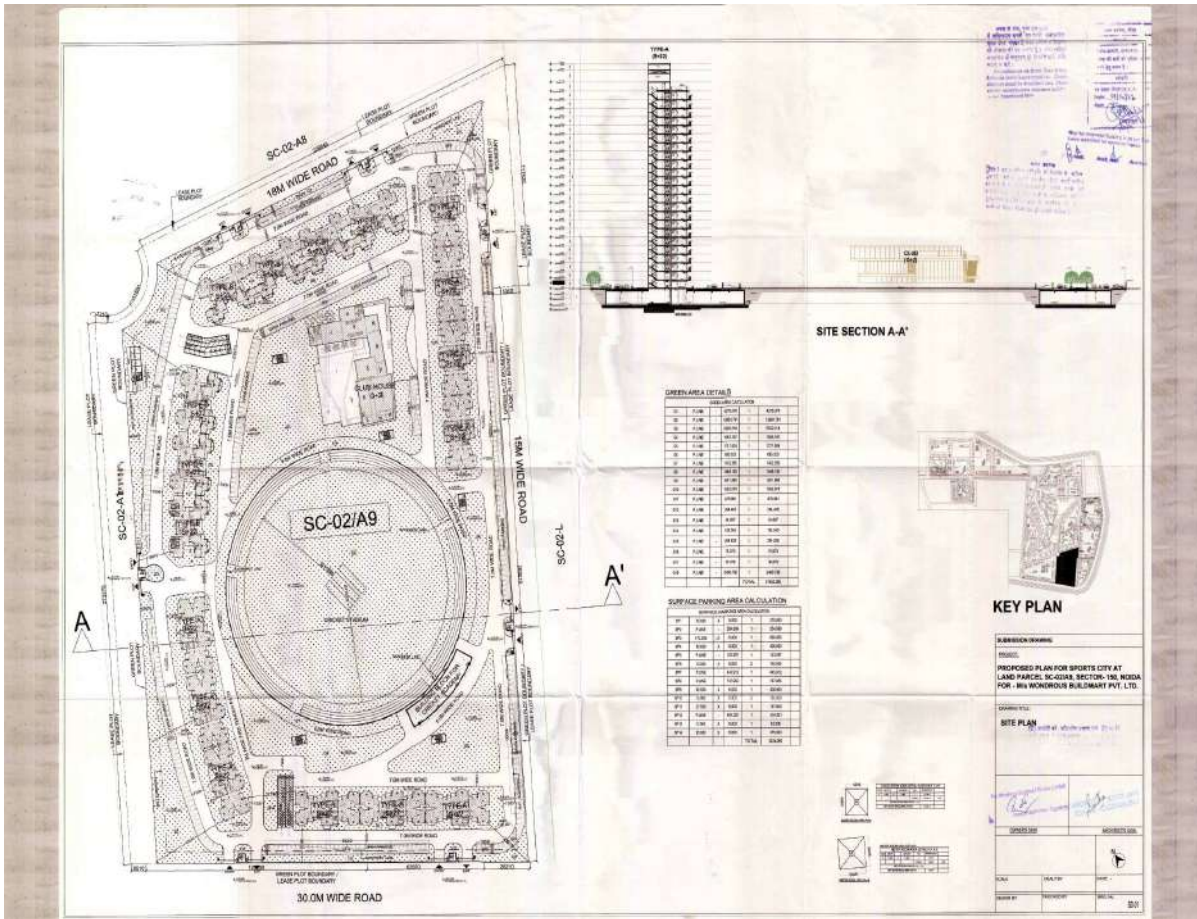
³"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the said Unit, meant for the exclusive use of the Applicant/s .

Subject to terms and condition mentioned in this Application Form.

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**ANNEXURE - B
APPROVED PLAN OF THE SAID LARGER PROPERTY/PROJECT**



ANNEXURE C

List of Permissions and Approvals

Sr. No.	List of approvals	Date
1.	<u>Approval of Building Plans</u> from Noida	10th March, 2017
2.	<u>NOC for height clearance</u> from Airport Authority of India	13th February, 2017
3.	Fire NOC	25th October, 2016
4.	RERA Registration Number and all RERA details	Registration no. UPRERAPRJ_____ validity upto _____ Web link: http://www.up-rera.in

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ANNEXURE D**TOTAL PRICE AND PAYMENT SCHEDULE****Total Price**

Particulars	Amount (in Rs.)
Basic Sale Price of the said Unit	
Cost of Additional Car Parking Space (if opted) Car Parking No.	
Total Price Payable	

Please note that the following charges to be paid before possession of the said Unit

A. Charges/Security

- Interest Free Maintenance Security (IFMS) @ Rs. ____/- for 2 BHK and Rs. ____/- for 3 BHK
- 12 Months indicative Advance Maintenance Charges@ Rs. per sq. ft./p.m. of Carpet Area of said Unit alongwith 24 Post dated cheques/ACH (for month 13 to month 36). Please note that the above indicative maintenance charges has been derived on the basis of cost as on March, 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the said Unit, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes.
- In addition to above, Holding charges @ Rs ____/- per sq ft. per month of the Carpet Area of said Unit (if applicable).

B. Lease Rent

It is clarified that the Promoter/ Association of Allottees (AAO) will pay the Lease Rent to NOIDA @2.5% per annum of the land premium of the said Larger Property on annual basis or One time lease rent as per prevailing NOIDA norms. The Promoter/AAO shall proportionately recover the lease rent from the Allottee on the basis of actual payment made by the Promoter to NOIDA annually or at the time of offer of possession of the said Unit.

Payment Schedule

- BSP: Basic Sale Price

Payment Schedule	
Initial token amount / Application Money	
Payments to be made in favour of	Bank Account Name: Bank Name : Bank Account No. : IFSC code :

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Interest for delayed payments	10% per annum or as per Applicable Laws
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NOTE:

1. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter.
2. In the event the Applicant/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @10% per annum from the date such amounts fall due till realization of payments by the Promoter.
3. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, external development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the said Unit/Project and/or the transaction contemplated herein and/or in respect of the Total Price and/or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicant/s. The Applicant/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of his/her/their failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
4. The Applicant/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter with respect to formation of Association/Apex Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sub lease deed etc.
5. The Applicant/s shall pay all charges and expenses including but not limited to stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement to Sub Lease and Sub-lease Deed of the said Unit to Applicant/s/Allottee and Sub-lease Deed of the common areas to Association shall be payable by the Applicant/s.
6. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demanded by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant/s.

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ANNEXURE E

• PART A- SPECIFICATIONS FOR THE SAID UNIT*

Finishes	
External Wall Finish	Texture paint
Internal Wall Finish	Oil Bound Distemper (OBD) on walls and ceiling
Internal plaster	Cement plaster and / or Gypsum plaster on Walls & Ceiling
Bedroom and Living Room Flooring	Vitrified tiles
Internal doors	Hard wood door frame with flush shutter in teak finish/ paint / Skin or Skin Moulded doors in enamel Paint
External doors/windows	Powder Coated/ Anodized Aluminum / UPVC with plain / toughened glass
Hardware	Handles and fittings
Electrical	Modular switches and sockets, copper wiring. (Fittings like fans, geysers, ACs, light fixtures, appliances etc. not provided)
Kitchen	
Walls	2 feet dado in Ceramic tiles above counter and rest Oil Bound Distemper (OBD)
Flooring	Ceramic/Vitrified tiles
Counter	Granite or equivalent counter without woodwork
Fittings and Fixtures	C.P. Fittings, Single bowl sink with drain board of stainless steel
Toilet	
Walls	Ceramic tiles / Vitrified tiles up to 7 feet
Flooring	Ceramic tiles/ Vitrified tiles
Ceiling	Grid false ceiling with silicate sheet
Fittings & Fixtures	C.P. Fittings, English type WC and wash basin in white shade
Balcony/verandah	

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Flooring	Ceramic tiles
Ceiling and Walls	Texture/ External paint
Railing	M S Railing
Common Staircase & Corridor	
Corridors/ Lobby – flooring	Ceramic tiles/Vitrified tiles/ Kota Stone
Corridors/ Lobby – Ceiling & Walls	Oil Bound Distemper (OBD)
Main & Fire Staircase	Ceramic tiles/Vitrified tiles/ Kota Stone
Railing	M S Railing
Structure	
Structure	RCC frame structure

The said specifications are subject to revision considering the market trend or availability of material. The Applicant shall not raise any claim or dispute in change of such revision.

- Power Backup : 2 KVA for 2 BHK and 3 KVA for 3 BHK apartments
- BHK: Bedroom Hall Kitchen

Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Promoter shall not be held liable in any manner whatsoever, for the same.

*For technical reasons or unavailability, equivalent materials may be used in place of the materials specified above.

ANNEXURE F

• PART B - PHASE I PROJECT AMENITIES*

(TO BE SHARED BY ALL PHASES OF THE SAID LARGER PROPERTY)

Sl. No.	List of Amenities and Specifications for the Project	Stage wise time schedule of completion
1	Club	Same as completion date of Phase I
2	Swimming Pool	Same as completion date of Phase I

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3	Kids' Pool	Same as completion date of Phase I
4	Party Lawn	Same as completion date of Phase I
5	Kid's Play Area	Same as completion date of Phase I
6	Badminton Courts X 2	Same as completion date of Phase I
7	Elder's Seating Areas	Same as completion date of Phase I

• PHASE II PROJECT AMENITIES*

Sl. No.	List of Amenities and Specifications for the Project	Stage wise time schedule of completion
1	Cricket Field	Same as Possession Date of the last phase of the Said Larger Property

• PHASE III PROJECT AMENITIES*

Sl. No.	List of Amenities and Specifications for the Project	Stage wise time schedule of completion
1	Ampitheatre	Same as Possession Date of the last phase of the Said Larger Property

BALANCE PHASES PROJECT AMENITIES*
(TO BE SHARED BY ALL PHASES OF THE SAID LARGER PROPERTY)

Sl. No.	List of Amenities and Specifications for the Project	Stage wise time schedule of completion
1	Cricket Academy	Same as Possession Date of the last phase of the Said Larger Property
2	Lawn Tennis	Same as Possession Date of the last phase of the Said Larger Property

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	Court	Property
3	Half Basketball Court	Same as Possession Date of the last phase of the Said Larger Property
4	Chess feature with seating	Same as Possession Date of the last phase of the Said Larger Property
5	Kids' Play Area	Same as Possession Date of the last phase of the Said Larger Property
6	Skating	Same as Possession Date of the last phase of the Said Larger Property
7	Tot lot	Same as Possession Date of the last phase of the Said Larger Property
8	Multipurpose Lawn	Same as Possession Date of the last phase of the Said Larger Property

**Phase I Project, Phase II Project and Phase III Project Amenities and Balance Phases Project Amenities are jointly referred to as 'Project Amenities'*

ANNEXURE F

TERMS AND CONDITIONS

A. APPLICATION TERMS AND CONDITIONS

1. ELIGIBILITY FOR APPLICATION

- (i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian (if possible under applicable law), whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required to be eligible to apply). Joint application by natural persons are only permitted.
- (ii) The Applicant/s is/are required to keep the Promoter promptly informed of any changes of their residence status in writing supported by necessary document. The Applicant/s have to provide his/her / their/its e-mail Id and contact number to the customer care team of the Promoter with reference of customer ID mentioned in this Application Form.
- (iii) The Applicant/s, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other statutory provisions as laid down and notified by the Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment/s for acquisitions of immovable property in India. In

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case of NRI, PIO and OCI, refunds if any, shall, be made in Indian Rupees and the necessary permissions shall be obtained by such NRI or PIO or OCI at their costs. In case any such permission is refused or subsequently found lacking by any statutory authority, the amount paid towards booking and further consideration will be returned without interest by the Promoter (excluding taxes), subject to deduction of Rs.10,000/- (Rupees Ten Thousand only) as an administrative charges, only if the cancellation is prior to the execution of the Agreement for Sale/ Sub-lease and the Promoter will not be liable in any manner on such account.

- (iv) The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from the appropriate authorities for the purchase of the said Unit and the Promoter shall not be responsible for the same. The Applicant/s shall keep the Promoter informed about the status of the requisite permissions. The allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and taxes shall stand forfeited and further consideration will be returned by the Promoter as per rules without interest. Further, the allotment shall stand cancelled forthwith and the Promoter will not be liable in any manner on such account. The Applicant/s shall cease to have any right, title and / or interest in the said Unit.
- (v) The Applicant/s hereby undertakes that he/she/it shall abide by all the laws, rules and regulations and terms and conditions of the concerned authorities and/or of the State Government, the Local Bodies and/or other authorities applicable to the said Larger Property and/ or the Phase I Project/Project.

2. APPLICATION PROCEDURE

- (i) The completed Application Form shall be duly signed by the Applicant/s and submitted together with the Cheque / Demand Draft / Pay Order/authorized Electronic transfer in favour of such account alongwith the amount of Application. The payment from NRI/PIO shall be received either by RTGS or NRE/NRI/NRO account cheque only.
- (ii) If any of the cheques submitted by the Applicant/s to the Promoter is dishonored for any reasons, then the Promoter shall intimate the Applicant/s of the dishonor of the Cheque and the Applicant/s would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the dishonour Charges of Rs. 5000/- (Rupees Five Thousand only)(for each dis-honour). In the event of dishonor of any payment cheque the Promoter has no obligation to return the original dishonored cheque.
- (iii) The allotment shall be done as per the procedure of the Promoter. The Applicant/s shall be referred to as "Allottee" for all purposes, when the said Unit is allotted by the Promoter.
- (iv) If any provision of this Application Form is determined to be void or unenforceable under the Act or Rules [Defined hereinafter] or under other applicable laws, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Application Form and to the extent necessary to conform to Act or the Rules or the applicable laws as the case may be and the remaining provisions of this Application Form shall remain valid and enforceable.

3. WITHDRAWAL OF APPLICATION AND CANCELLATION

- (i) If the Applicant/s wish to withdraw his/her/their Application Form prior to the allotment of the said Unit or within 15 days of the date of Application Form, whichever is earlier, then the Promoter shall refund the Application Money without any interest within 45 (forty five) days of rebooking of the said Unit, subject to the terms mentioned herein.

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Taxes, cess, levies, charges etc. paid on such Application Money shall not be refunded to the Applicant/s.

- (ii) If the Applicant/s after allotment of the said Unit, at any time, requests for cancellation of the allotment of the said Unit, such cancellation shall be subject to forfeiture of the amount/s mentioned in Clauses hereinafter and refund of the balance amount, if any, shall be on the terms and conditions and within such period as mentioned in Clauses hereinafter.

B. TERMS AND CONDITION OF ALLOTMENT/AGREEMENT TO SUB LEASE (“AGREEMENT”)

1. DEFINITIONS

- (i) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time;
- (ii) “**Authority**” means Uttar Pradesh Real Estate Regulatory Authority.
- (iii) “**Government**” means the Government of Uttar Pradesh;
- (iv) “**Rules**” means the Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- (v) “**Regulations**” means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- (vi) “**Section**” means a section of the Act.

2. TERMS:

Subject to the terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Unit.

Both the Parties confirm that they have read and understood the provisions of section -14 of the Act.

2.1 The Total Price for the said Unit is mentioned in the Schedule D.

Explanation:

- (i) The Total Price includes the application money/booking amount paid by the Allottee to the Promoter towards the said Unit;
- (ii) The Total Price includes taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the development of the Project by whatever name called) up to the date of offer of possession of the said Unit to the Allottee.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Phase III Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Phase III Project, by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter shall intimate in writing to the Allottee, the amount payable as stated in (i) & (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee

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the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

- 2.2 The Total Price of said Unit for Residential usage includes recovery of price of land, construction of (not only the said Unit) but also the Common Areas, Development Charges, charges cost of providing electric wiring, electrical connectivity to the said Unit, water line connectivity to the said Unit, taxes/fees/charges/levies etc. and includes cost for providing all other facilities and amenities as agreed by Promoter to be provided in the said Unit.
- 2.3 The Total Price is escalation-free, save and except the charges which the Allottee agrees to pay , due to increase carpet area of the said Unit, increase on account of external development charges/development fee/charges/taxes payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ local bodies/Government from time to time, including but not limited to premium/s and/or all other charges, payments, surcharges, development charges, cesses, taxes, levies, duties, etc. payable to the Competent Authority/ local bodies/Government, any enhancement of lease premium or lease rent or enhanced compensation payable to erstwhile land owners under the land acquisition proceedings ("**Additional Charges**") and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee on account of new imposition/increase in development fee, external development charges cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation/justification to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development fee/charges after the expiry of the scheduled date of completion of the Phase III Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Phase III Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 2.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a rate to the Promoter for the period by which the respective installment has been advanced. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter provided that the Allottee complies with the terms of the Agreement.
- 2.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans & layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein at Annexure E in respect of the said Unit without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 2.6 The Promoter shall conform to the final carpet area of the said Unit allotted to the Allottee after the construction of the building is complete by furnishing details of the changes if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in carpet area then the Promoter adjust the excess money paid by Allottee as per the next milestone of the Payment Plan as provided in **Annexure D**. If there is an increase in the carpet area of said Unit, allotted to Allottee the Promoter may demand that from the Allottee as per the next milestone of the payment plan

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as provided in **Annexure D**. All these monetary adjustments shall be made at the same rate per square meter/foot.

2.7 The Promoter agrees and acknowledges that, the Allottee shall have the right to the said Unit as mentioned below:

(i) The Allottee shall have exclusive ownership of the said Unit.

(ii) The Allottee shall also have undivided proportionate share in Common Areas. Since the share/interest of Allottee in Common Areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association after duly obtaining the completion certificate from the competent authority or upon deemed completion as the case may be, as provided in the applicable laws.

(iii) The Allottee has the right to visit the Project site to assess the extent of development of the Phase III Project and his /her said Unit.

2.8 It is made clear by the Promoter and the Allottee agrees that the said Unit along with allocated car Parking shall be treated as a single indivisible unit for all purposes. The Allottee is aware that the allocated Car Parking Space cannot be dealt otherwise by the Allottee independently of the said Unit. The said Unit along with the Car Parking Space shall be treated as a single indivisible unit for all purposes including but not limited for the purposes of the Said Unit Ownership Act. As the Car Parking Space is an integral and indivisible part of the said Unit, the Allottee undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the said Unit.

2.9 The Allottee understands and agrees that for better governance and management of open parking area/s and to avoid any confusion among the allottee/s, the Promoter had allocated and will allocate the open parking/bay to certain allottee/s only to the exclusion of others buyer/s of the Phase III Project. The Allottee hereby acknowledges that the open parking arrangement is beneficial for all the residents of the Phase III Project including himself/herself and as such he/she irrevocably consents (i) not to randomly park his/her vehicle/s in the Common Areas or the parking space/bay allocated to other allottee/s of the Phase III Project (ii) to park his/her vehicle only in the space allocated to him/her.

2.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the said Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liabilities, mortgage loan and interest thereon before transferring the said Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the said Unit to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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2.11 The Allottee has paid Advance Money/booking amount towards the Total Price of the said Unit at the time of Application Form the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Price of the said Unit as prescribed in the Payment Plan [**Annexure D**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the interest rate as prescribed in **Annexure D**.

3. MODE OF PAYMENT:

3.1 Subject to the terms of Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments within the stipulated time as mentioned in the Payment Plan [**Annexure D**] through A/c Payee cheque/ demand draft/ bankers cheque in favour of "**Wondrous Buildmart Private Ltd**".

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

4.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4.2 The Promoter accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the Agreement / said Unit in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Unit in his/

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her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her payments in any manner.

6. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Phase III Project/Project as disclosed at the time of registration of the Phase III Project with the Authority and towards offering the said Unit to the Allottee and the Common Areas to the Association or to the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction/development by the Promoter as per the Agreement.

7. CONSTRUCTION OF THE PHASE III PROJECT/SAID UNIT:

The Allottee has seen the approved layout plan, specifications, amenities and facilities of the said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Phase III Project/Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Government and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

8. POSSESSION OF THE SAID UNIT AND COMPENSATION

(i) Schedule for possession of the said Unit:

The Promoter agrees and understands that timely offer of possession of the said Unit to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to offer possession of the said Unit to the Allottee on or before the date specified in **Annexure A** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any other calamity affecting the regular development of the Project or reasons beyond the control of the Promoter ("**Force Majeure**"). If, however, the completion of the Phase III Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for offer of possession of the said Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Phase III Project due to Force Majeure conditions, then the allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the

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Promoter shall be released and discharged from all its obligations and liabilities under the Agreement. The Promoter shall not charge more than the normal maintenance charges from the allottee/s.

(ii) Procedure for taking possession :

The Promoter, upon completing the said Unit as 'ready to move in' or applying/obtaining the occupancy certificate from the competent authority, whichever is applicable, shall offer in writing the possession of the said Unit in terms of Agreement. The said Unit to be taken by the Allottee within two months from the date of issue/applying of occupancy certificate. For the purpose of this Para and any reference hereinafter 'ready to move in' shall mean that the said Unit shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties.

Provided that, the Sub lease deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issuing of completion/occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter in this regard. The Allottee agrees to pay the maintenance charges as determined by the Promoter after 60 days from the date of offer of possession of said Unit or from the date of physical possession whichever is earlier.

(iii) Failure of Allottee to take Possession

Upon receiving a written intimation from the Promoter as per Para above, the Allottee shall take possession of the said Unit from the Promoter by executing necessary sub lease deed, indemnities, undertakings and such other documentation as prescribed by the Promoter, and the Promoter shall give possession of the said Unit to the Allottee.

In case the Allottee fails to comply within the time provided as above, such Allottee shall be liable to pay to the Promoter, Holding charges and Safeguarding charges as mentioned in Schedule D for the period beyond 60 days till actual date of possession of Said Unit in addition to maintenance charges as specified in Para above. The term "Holding charges" mean the administrative cost incurred by the Promoter to hold the Said Unit, if the Allottee fails to possession of the Said Unit in terms of this Agreement and the term "Safeguarding charges" means the cost incurred to guard the Said Unit against encroachments/trespassing by the third party(ies), in case Allottee fails to take possession of the Said Unit in terms of this Agreement.

(iv) Possession by the Allottee: After handing over physical possession of the said Unit to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including the Common Areas, to the Association or the competent authority, as the case may be, as per the applicable law.

(v) Cancellation by Allottee –

The Allottee shall have the right to cancel/withdraw his/her allotment in the Phase III Project as provided in the Act. Provided that where the Allottee(s), proposes to cancel/withdraw

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his/her/their said Unit without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount being 10 % of the Basic Price paid for the allotment as well as 'Non-Refundable Amount'. **Non Refundable Amount** for this allotment shall mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement, if Agreement to Sale is registered and (v) administrative charges as per Promoter policy; (vi) any other taxes, charges and fees payable by the Promoter to the government authorities.

(vi) The Promoter shall refund the balance amount of money paid by the Allottee from the sale proceeds as and when realized from re-allotment of the said Unit. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be responsible in any manner, whatsoever. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest/compensation for such delay.

(vi) **Compensation:**

The Promoter shall compensate the Allottee in case of any loss caused to him/her/their due to defective title of the land, on which the Phase III Project is being developed in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure Events, Court orders, Government policy /guidelines, decisions, pandemic, law and order, reasons beyond the control of the Promoter and non-compliance of the terms and conditions by Allottee, if the Promoter fails to complete or is unable to give offer of possession of the Said Unit for Residential usage in accordance with the terms of the Agreement, duly completed by the date specified in para 8.1; or due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason;

The Promoter shall be liable, on demand by the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her in respect of the said Unit for Residential usage,

Provided that if the Allottee does not intend to withdraw from the Phase III Project, the Promoter shall pay the Allottee compensation for every month of delay at the rate of Rs. 15/- per sq. ft. of carpet area of the said Unit per month, till the offer of the possession of the said Unit. It is expressly clarified and agreed that except the aforesaid compensation, nothing is payable by the Promoter on any head/account whatsoever towards delay in offer of possession.

It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty, registration fee, applicable taxes, TDS, deposits, charges, applicable taxes etc. (ii) nothing shall be payable by the Promoter beyond the date of written offer of possession of the said Unit, for any reason whatsoever, irrespective of the Allottee not taking possession of the said Unit.

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9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clauses, default caused by non-compliance of the Agreement by the Allottee, the Promoter shall be considered under a condition of default, in the following events.

(i) Promoter fails to offer possession of the 'ready to move in' (as defined in para 8 above) said Unit to the Allottee within the time period specified in Schedule A or fails to complete the Phase III Project within the stipulated time disclosed at the time of registration of the Phase III Project with the Authority.

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made there under.

9.2 a. In case of default by Promoter under the conditions listed 9.1(i) above a non-defaulting Allottee is entitled to the following:

Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones for which payment is demanded, and only thereafter the Allottee will be required to make the next payment for the applicable construction milestone. However, the Allottee shall have the option to terminate the Agreement only in case Promoter fails to offer possession of said Unit even after lapse of 6 months from the time period as specified in Schedule A.

9.2 b. In case of default by Promoter under the conditions listed 9.1(ii) above :

The non-defaulting Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of Said Unit;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement he/she/they shall be paid, by the Promoter, the compensation for every month till the offer of the possession of the said Unit , which shall paid by the Promoter to the Allottee within 45 days of it becoming due.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Allottee fails to make payment demanded by the Promoter as per the payment plan annexed here to (Schedule D), despite having been issued notice in that regard, the Allottee shall be liable to pay simple interest to the Promoter on the unpaid amount at the rate of 10 % p.a.

(ii) The Allottee commit/s any default and/ or breach of the terms and conditions of the Agreement.

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(iii) In case of default by Allottee under the condition listed above continuous for a period beyond 60 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Unit and refund the money paid to it by the Allottee after deducting the booking amount as well as Non Refundable Amount (defined in para 8.iv above) out of the sale proceeds, when realized from the re-allotment of the said Unit. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior notice to such termination.

10. MAINTENANCE OF THE SAID UNIT/ PROJECT:

- (i) The Allottee agrees to form and join an Association comprising of the allottees of the Project (herein “**Association**”) for the purpose of management and maintenance of the Project and sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. No objection shall be made by the Allottee /s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the said Unit/s owners in complying with the above.
- (ii) The Allottee agrees to pay to the Promoter or Maintenance Agency, Maintenance Charges towards the maintenance and upkeep of the Common Areas and facilities (excluding internal maintenance of the said Unit) of the Phase III Project, Project and Sports City Project (herein “CAM Charges”).
- (iii) Upon payment of CAM charges, the Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance by the Association upon the issuance of the completion certificate or occupation certificate (as the case may be). For the purposes of avoidance of doubt, it is clarified that the maintenance charges shall commence on expiry of 60 (sixty) days from the date of written offer of possession of said Unit, regardless of whether the Allottee has taken such possession or not.
- (iv) The Allottee agrees that upon offer of possession of said Unit he/she agrees to enter into a Maintenance Agreement with the Promoter or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Promoter (herein “the Maintenance Agency”) for the maintenance and upkeep of Common Areas & facilities (excluding internal maintenance of the said Unit) of the Phase III Project, Project and Sports City Project. However, failure on the part of Allottee to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the CAM Charges and other related charges.
- (v) The Allottee agrees that the Promoter / Maintenance Agency will maintain the Project till the maintenance is handed over to the Association or for a period of 1 year from the date of completion of Project, whichever is earlier. The Promoter is not bound to maintain the Project beyond a period of one year, as aforesaid. The Allottee understands that the Interest Free Maintenance Security (IFMS) lying with the Promoter shall not earn any interest, and no such amount shall be creditable to his/her/their account. If the Association (as the case may be) fails to take over the maintenance within that period, the Promoter is authorized to cease the maintenance and return the IFMS after deducting any default of CAM Charges etc. along

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with interest accrued thereon & other charges/deposits borne by the Promoter with respect to the Phase I Project/ Project and discontinue its maintenance. It is clarified that IFMS pool “net of aggregate defaults” of all the allottees will be transferred to the Association, as and when it is formed or on failure of Association to take over the maintenance within the prescribed period, to the allotte(s) directly.

However, the Promoter may manage the maintenance & upkeep of the Project even after the said period of one year (as aforesaid) and in such an event, the Promoter shall retain IFMS and levy CAM Charges till such time the maintenance is not handed over to the Association.

- (vi) The Allottee agrees that he/she/they will neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities of Phase I Project, Project and Sports City Project, adjoining unit/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in such rectification from the Allottee’s IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Allottee within 30 days of such demand. However, in such an event Allottee shall make further payment to maintain required balance of IFMS as applicable. The Allottee shall always keep the Promoter indemnified in this regard.
- (vii) The Allottee understands and agrees that the Company to administer the collection of charges towards general maintenance, power, power back up, water supply etc. may, in its discretion integrate the billing and collection of charges through a common mechanism including pre-paid meters.
- (vii) The Allottee is aware that the Promoter has proposed to develop inter alia a club with certain other amenities and facilities etc. in the said Larger Property. The amenities /facilities in the said club may be allowed to be used on payment of its usage charges and on such terms and conditions as may be stipulated by the Promoter or its outsourced Maintenance Agency, from time to time.
- (viii) The management and maintenance of only Common Area and facilities of the Project will be transferred to the Association. Areas like unallotted car parking spaces, shops/commercial spaces/said Units for commercial use, and kiosks (if provided) etc. and Sports City Amenities shall not be handed over to the Association and shall be owned by the Promoter. It is further clarified that unallotted covered parking spaces, shops/commercial spaces/said Units for commercial use, and kiosks (if provided) etc. and Sports City Amenities are not common area.
- (ix) The Allottee agrees to join (either directly or through Association) an association of all the Allottee of the Sports City Project (“Apex Association”) for maintenance and management of common areas and facilities of the Sports City Project and pay the common area charges of Sports City Project.

11. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Promoter as per the Agreement relating to such

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development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of completion/occupancy certificate of Phase III Project, whichever is earlier, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event of promoters failure to rectify such defect within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Promoter shall not be liable to rectify the structural defects or any other defect if same is attributable to the negligence or any change in the structure by the Allottee.

12. RIGHT TO ENTER THE SAID UNIT / PROJECT FOR REPAIRS

The Promoter/Maintenance Agency /Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas & Facilities, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

13. BASEMENT USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as car parking spaces, stores and services including but not limited to electric sub—station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever other than as aforesaid.

14. TRANSFER / NOMINATION

- (i) Subject to the terms of this Application and norms of NOIDA and subject to the Allottee clearing all dues including interest, taxes, levies etc. if any, at any time prior to the submission of the list of Allottee /s to the NOIDA and execution of the Tripartite Sub-lease Deed, the Allottee may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the Applicable Laws, notifications/Governmental directions, guidelines issued by NOIDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Allottee of such applicable transfer charges (taxes extra) upon the Allottee providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by NOIDA/Association on such transfer/ substitution/ nomination shall also be paid by the Allottee / third party transferee. In addition to above the Allottee has to pay an administrative fee of Rs 25,000/- to the Promoter for transfer/substitution/nomination.

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- (ii) At any time after execution of this Application/allotment of the said Unit, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Promoter shall be payable in case such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee and the Allottee shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee is mandatory, if any.
- (iii) The Allottee for any transfer of the said Unit after execution and registration of Sub Lease Deed in his/her favour, shall obtain No Objection Certificate from the Promoter and shall pay an administrative fee of such amount as per prevailing policy of the Promoter in this regard.

15. GENERAL

- (i) The Allottee shall, after taking possession, be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Unit, or the staircases, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions and appurtenances thereto or belonging thereto in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee further undertakes, assures and guarantees that he/she shall not change the color scheme of the outer walls or painting of the exterior side of the shutter/s or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Unit or place any heavy material or install its/his/her own DG set in the Common Areas. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Unit.
- (iii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- (iv) The Allottee understands and agrees that the individual connection to the said Unit from the electricity distribution has to be directly obtained as per the approved scheme whose cost of taking such electricity connection including the meter cost will be borne by the Allottee. The Promoter may provide power backup either through diesel generator sets or other forms of power backup supply to be designed and installed on the basis of diversity factor considering group diversity @ 50% i.e. installed capacity will be 50% of total cumulative load. The Allottee agrees that he/she/they, either singly or in combination with other Allottee /s in the Project shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Promoter to different allottees. The Allottee agrees to compulsorily subscribe to power backup if provided and to pay power backup charges as per tariff informed from time to time by the Promoter/Maintenance Agency. However, non payment of power backup charges shall be deemed to be non-payment of general maintenance charges. In case the form of power back being provided by the Promoter goes obsolete than the cost of providing other form shall be proportionately borne and payable by the Allottee.
- (v) The Allottee shall not store in the said Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction

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or structure of the Project or which is objected to by the Promoter or the Association. If any damage is caused to the said Unit, Common Areas and facilities, or to the Project on account of any act, negligence or default on part of the Allottee or his/her employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee .

- (vi) The Allottee shall not be entitled to install its personal / individual generator(s) for providing power back up to the said Unit. However, they may install UPS systems within the said Unit.
- (vii) The Project shall always be known as **“Eldeco Live by the Greens”** and this name shall not be changed by anyone including the Allottee or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Project may be changed at the sole discretion of the Promoter and the Allottee shall not be entitled to raise any objection/hindrance on the same.
- (viii) The Allottee agrees and confirms that the present Application Form/Agreement and the payment made hereunder do not create or bring into existence any lien/ encumbrance over the said Unit in favour of the Allottee against the Promoter other than rights and interests as contemplated under the Application. Further, the Allottee agrees that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the said Unit, by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Tripartite Sub-Lease Deed in his/her favour by the Promoter. However, the Allottee may, for the purpose of facilitating the payment of the Total Price and any other amounts payable apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Allottee may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the said Unit only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Tripartite Sub-Lease Deed. Any such arrangement/ agreement shall be entered into by the Allottee at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee , enter into a tripartite agreement with the Allottee 's banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for purchase of the said Unit. The Allottee hereby agrees that the Promoter shall be entitled to terminate allotment at the request of the Allottee 's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee .
- (ix) The Allottee shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the said Unit, in the Common Areas and facilities within the

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Project or on the external façade of the Project. However, the Allottee may affix name plates / name boards only at the designated areas and of such sizes as may be previously approved in writing by the Promoter or the Association, as the case may be. The Allottee agrees to obtain a prior written approval from the Promoter or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.

- (x) The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. The Promoter has further clarified to the Allottee that the Phase III Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the said Unit, as the same is to be provided by the concerned Government or local authority or body. The Allottee agrees that since this is beyond the control and scope of the Promoter, they shall not hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- (xi) The Allottee hereby agrees and undertakes that he/she/they shall pay the insurance premium of the said Unit and proportionate common area of the Phase III Project /Project, from such date as intimated by the Promoter and the same is in addition to Cost of the Property.
- (xii) The Allottee understand and agree that except ownership rights of the said Unit area and impartible undivided proportionate interest in the Common Areas and facilities of the Said Larger Property, no rights of any kind shall accrue to the Allottee in any part of the Said Larger Property, Project, Sports City, said Unit, including but not limited to institutional area/ blocks, shops/ commercial area/ commercial said Unit, sports area/complex, Club, Sports City Amenities etc. on the said Larger Property, Sports City said Unit/Project, and the same shall always remain the property of the Promoter/LGCPL and be dealt in a manner the Promoter/LGCPL may deem fit and proper. The Allottee hereby acknowledges that the said Larger Property falls within the Sports City being developed by various entities, as per applicable Scheme, Leases, governmental rules and regulations of NOIDA. The Allottee further acknowledges and agrees that any and all rights and benefits available to the Allottee (which shall be available only on transfer of said Unit) are solely in relation to the Project and not in relation to any other part of the Sports City Project/Project. The Allottee further acknowledges that he/she does not have any right in relation to the development/ proposed development Sports City Project /Project and hereby expressly gives his/her/their no objection to any development of any nature, whatsoever in the remainder of the Sports City Project/Project including on account of an increase in FAR (of the Sports City) or total land available for development, modification of the master plan of Sports City Project due to change in applicable governmental laws, rules and regulations, etc.
- (xiii) The Allottee is aware that the Promoter shall be carrying out extensive development/ construction activities at any time in future on the said Larger Property and that the Allottee has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Promoter or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities. The Promoter for better planning, further construction on any portion of vacant land in the said Larger Property if becomes possible shall be entitled to take up such further construction and the Allottee shall have no objection for the same if not affecting the said Unit.

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- (xiv) The Allottee is made aware that NOIDA Authority vide its letter dated 17.01.2017 has approved single Master Plan for entire Sports City Project/Project including the said Larger Property. Any permanent erection including construction of boundary wall within the Sports City Project as to dissection of various sub-divided and sub-leased said Unit/s in the Sports City Project is not permissible and therefore the Project on the said Larger Property will be delineated by soft hedges and shall not have permanent boundary wall.

16. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Real Estate (Regulation and Development) Act, 2016 (16 Of 2016). The Allottee understands that the Promoter is developing the Project in phased manner. As such the total buildable area (Floor Area Ratio-FAR) on the said Larger Property may be allocated by the Promoter to each phase at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase, the Allottee has understood the same and undertakes not to raise any dispute in this regard. The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the said Larger Property as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses. The Allottee shall give its consent as required under the Applicable Law.

All FAR at any time available in respect of the Project or any part thereof shall always belong absolutely to the Promoter, till the time the development of the entire Project as contemplated by the Promoter is completed by the Promoter.

17. MORTGAGE OR CHARGE

The Allottee acknowledges that the said Larger Property and the receivables therefrom has mortgage in favour of Vistra ITCL (India) Limited acting as security trustee on behalf of Tata Capital Housing Finance Limited (Lender) for the purpose of raising finance. The Allottee hereby agrees and confirms that if the Promoter so desires, it shall be entitled to create security on the unsold unit/s along with undivided and impartible right in the said Larger Property together with the buildings being constructed thereon and receivable therefrom by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof, save and except the said Unit allotted herein. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds, save and except the said Unit. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the said Larger Property together with the buildings being constructed thereon and mortgage the same with

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Banks and/ or Financial Institutions as aforesaid, save and except the said Unit agreed to be transferred hereunder.

18. U.P. SAID UNIT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010).

The Promoter has assured the Applicants that the Project in its entirety is in accordance with provisions of the U.P Said Unit (Promotion of Construction, Ownership and Maintenance) Act 2010. The Promoter has shown compliance of various laws/regulations as applicable in Uttar Pradesh.

19. BINDING EFFECT:

By just forwarding the Agreement to the Allottee/s by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers the Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15(fifteen) days from the date of receipt by the Allottee/s. Secondly, the Allottee/s and the Promoter have an obligation to execute the Agreement and also register the Agreement as per the provision of the relevant Act of the State.

If the Allottee/s fails to execute and deliver to the Promoter, the Agreement within 15(fifteen) days from the date of its receipt then in such a case Application shall be treated as cancelled and all sums deposited in connection therewith including the booking amount shall be returned without any interest or compensation whatsoever, then in such a case, the Promoter has an option to forfeit ten percent of booking amount.

If the Allottee/s fails to get this Agreement registered as per intimation by the Promoter, the Allottee/s shall alone be liable for all the consequences/liabilities on account of not getting this Agreement registered.

**20. PROVISIONS OF THE AGREEMENT/APPLICATION APPLICABLE ON APPLICANT /
SUBSEQUENT APPLICANTS**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of said Unit and the Project/Phase III Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Unit in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

21 . WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule D) including waiving the payment of interest for delayed payment. It is made clear so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.

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Wherever in the Agreement it is stipulated that the Allottee has to make any payment in common with other applicant/Allottee(s) in Project/Phase III Project, the same shall be the proportion which the carpet area of the said Unit bears to the total carpet area of all the units in the Project/Phase III Project as the case may be.

23. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Application/allotment or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. JOINT ALLOTTEES.

That in case there are Joint Applicant/Allottees all communications shall be sent by the Promoter to the Applicant/Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Applicant/Allottees.

25. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee, in respect of the said Unit, as the case may be, shall not be prior to the execution and registration of the Agreement for Sale of said Unit construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made there under.

26. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of Application/Agreement to Sale shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

27. DISPUTE RESOLUTIONS:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application, including the interpretations, construction 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 Conciliation Committee/ Dispute Resolution Forum/Authority or Adjudicating Officer appointed under the Act.

DECLARATION

The Applicant/s hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/her/their knowledge and nothing relevant has been concealed or suppressed. The Applicant/s also undertakes to inform the Promoter of any future changes related to the information and details in this Application Form.

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