



PROJECT LOGO

RERA REG NO.

DPAH

M/S Starcity Builders & Promoters LLP
7th Floor, Plot No – 01B, Sector-126
Noida, Gautam Budh Nagar-201303(U.P.)

Application No.....
Date:.....

Dear Sir,

I/We hereby apply to book an Retail/Commercial/Space/Shop/Service Apartment/Studio (the "Unit") in the Commercial Project under the name and style of "[ACE YXP]" registered with UPRERA Vide Registration NO. [] built at Plot No. C1 & C2, TS – 06, admeasuring 16004.32 Sq.Mtrs, situated in Sector 22D, Yamuna Expressway Industrial Development Authority, YEIDA City, Gautam Budh Nagar, Uttar Pradesh being developed and promoted by M/s Starcity Builders & Promoters LLP .

I/We have clearly understood that this application does not constitute an agreement to sell/sub-lease and I/We do not become entitled to the provisional and/or final allotment of a Unit notwithstanding the fact that the Company has issued a receipt in acknowledgement of the money tendered with this application being part of the Non-refundable Earnest Money/Registration amount/ application money. I/We have read and understood the Terms and Conditions as provided in this Application Form and I/ We agree to accept and sign the prescribed allotment Letter/Agreement to sell/sub-lease as per the Company's standard format and agree to abide by the terms/conditions laid down therein.

I/We further understand that this application neither constitutes any binding contract/agreement to sell/sub-lease nor the receipt of the amounts paid with this application by me/us would amount to acceptance of this application and shall not bind the Company to allot the Unit in my/our favor. I/We further understand that the expression 'allotment' wherever used in this Application shall always mean provisional allotment and shall continue to remain so till the allotment Letter/ Agreement to sell/sub-lease is executed between me/us and the Company.

I/We acknowledge that only upon the execution of the Agreement for Sale/Sub-Lease between me/us and the Company, the allotment of the Unit will become final and binding on me/us and the Company, in accordance with the terms and conditions contained herein.

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

I/We acknowledge that the Company has provided all the information and clarifications as sought by me/us and I/We am/are satisfied with the same. I/We have fully satisfied myself/ourselves in respect to the final layout plan, sanctioned plan, specifications and other approvals for the Project as approved by the Competent Authorities and about the right/title/interest of the Promoter over the Project Land. I/We have also relied on my/our own judgement and have conducted due inquiry before deciding to apply for booking of the said Unit. 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 further acknowledge that the Company may seek additional documents and/or information necessary for the compliance under the Applicable Laws or to validate/substantiate any information provided in this Application.

In case the Company confirms the booking of a Unit, I/We agree to pay further installments of Sale Price and all other allied charges/dues as stipulated/demanded by the Company 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 Company and understood by me/us, failing which the allotment shall stand cancelled and booking amount/non-refundable earnest money shall be forfeited by the Company

COMPANY

APPLICANT

CO-APPLICANT

3rd APPLICANT

*Please note that 10% of the total price of the said Unit shall constitute Booking Amount/Earnest Money/Registration Charges.

1. The particulars of the applicant(s) are given below for Company's reference or record:

FIRST APPLICANT

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

S/W/D/of

Permanent Address:

Correspondence Address:

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: Aadhar Card 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:

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.: Aadhar Card No.:

Occupation/ Profession: Govt. Servant Self Employed Private Sector

Professional: Others

Office Name: Designation:

Office Address:

Telephone: Mobile: Fax:

E-mail:

3rd APPLICANT

Mr./Mrs./Ms.

S/W/D/of 

Permanent Address:

Correspondence Address:

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.: Aadhar Card No.:

Occupation/ Profession: Govt. Servant Self Employed Private Sector

Professional: Others

Office Name: Designation:

Office Address:

Telephone: Mobile: Fax:

E-mail:

Nominee's details

Name

Relation

Address.....

(In case nominee is a minor)

Guardian name Relationship

Guardian's address

COMPANY

APPLICANT

CO-APPLICANT

3rd APPLICANT

OR

M/s.....

Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932,

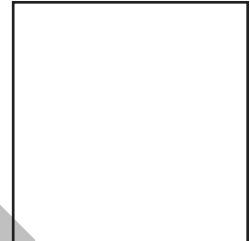
having its office at.....

through its partner Mr./ Mrs./ Ms.

S/D/W/of authorized by a resolution dated

(copy of the resolution signed by all Partners required). PAN/ TIN

Registration No.



OR

M/s.....

the provisions of Companies Act, 1956/2013, 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 Board Resolution along with a certified

copy of Memorandum & Articles of Association required). PAN/ TIN

Registration No.

2. PARTICULARS/DETAILS OF UNIT

1.) Unit No. 2.) Floor.....

3.) Super Area sq.mtr (.....) and sq.ft (.....) 4.) Carpet Area sq.mtr (.....)
and sq.ft (.....)

3. COST OF UNIT:

Basic Price @ Rs.

Parking Charges Rs.

IFMS:@Rs./-Per Sq.Ft.*

One time Lease Rent To be Intimated at the time of Offer of Possession*

Meter Charges* Rs.

Total Unit Cost (Excluding one time Lease Rent)

Cheque/Draft in favor of **“M/s Starcity Builders & Promoters LLP”**

Note:

Stamp duty, Registration fees, and allied charges, as applicable, at the time of registering the legal documents, shall be additionally paid by the applicant only, as and when demanded by the Company. One Year advance maintenance charges shall be payable on possession and Recurring (Monthly) maintenance charges shall be paid by the applicant as and when demanded by the Company/Maintenance agency as the case may be.

4. PAYMENT PLAN

Down Payment

Construction Linked Plan

Special Payment Plan

5. MODE OF PAYMENT

Self

Loan

Note:

- 1 sq. mtrs. = 10.764 sq. Ft.
- Goods and Service tax will be chargeable at the prevailing rates as per payment schedules, as and when applicable.
- *IFMS, Dual Meter Charges, and One time Lease Rent as actual as per YEIDA Authority, will be payable at the time of offer of possession*

I/We remit herewith a sum of Rs.....

by Bank Draft/ UTR No./ Cheque No..... Dated

Drawn onas Booking Amount for the allotment of the Unit. (Booking shall be confirmed subject to realization of Cheque/ DD/PO).

6. DOCUMENTS TO BE SUBMITTED BY THE APPLICANT:

- i. Booking amount cheque/demand draft
- ii. PAN No. and copy of PAN Card.
- iii. For Company: Copy of Certificate of Registration, Memorandum and Article of Association and certified copy of Board Resolution authorizing the person executing the Application.
- iv. For Partnership Firm: Copy of partnership deed, Firm Registration Certificate, consent/authorization from all partners and written authorization in favor of the person/partner executing the Application.
- v. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR Account.
- vi. For NRI: Copy of passport and payment through his/her own NRE/NRO Account/FCNR Account.
- vii. One photograph of each Applicant.
- viii. Address/Identity Proof/Photocopy of Passport/Electoral Identity Card/Ration Card/Driving License/Aadhar Card etc.
- ix. Specimen signatures & photograph duly verified by bankers (in original).
Note –All the above documents must be notarized or self-attested.
- x. Registration Details under the RERA:
(a) Registration No. of the Project[_____]
(b) Validity Period:[_____]

Declaration:

I/We the undersigned, hereby declare that the above mentioned particulars/information provided by me/us are true and correct and nothing material has been concealed therefrom.

I/We declare and confirm that I/We have applied for the booking of above said Unit directly or through your authorized property 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/Agreement for Sale/Sub-Lease, then the Company will not be responsible for the same.

Date:

Place:

Signature of the Applicant(s)

COMPANY

APPLICANT

CO-APPLICANT

3rd APPLICANT

INDICATIVE TERMS & CONDITIONS (THE "TERMS AND CONDITIONS") FORMING PART OF THIS APPLICATION FOR BOOKING OF UNIT IN THE PROJECT "[____]", BEING BUILT AT PLOT NO. C1 & C2, TS – 06, ADMEASURING 16004.32 SQ. MTRS, SITUATED IN SECTOR 22D, YAMUNA EXPRESSWAY, YEIDA CITY, 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/Agreement for Sale/Sub-Lease, which upon execution, shall supersede the terms and conditions set out in this application.

1. Definitions:

- a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016;
- b) **"Approved Plans"** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said Project is being developed along with any/all variations/amendments / changes to be made by the Promoter as per the Applicable Laws and provisions of the Act, rules and regulations thereon;
- c) **"Authority"** shall mean the Uttar Pradesh Real Estate Regulatory Authority;
- d) **"Booking Amount"** shall mean and include the amount paid with this application and/or vide installments case as the may be, by the applicant, to the extent of Ten Percent (10%) of total price of the unit. The Booking amount is also referred as earnest Money or Registration Charges.
- e) **"Carpet Area"** means the net usable floor area of the 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 unit. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the unit, meant for the exclusive use of the applicant(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an unit, meant for the exclusive use of the applicant(s).
- f) **"Super Area of Unit"**-This comprise of the built up area/covered area of the unit including area under periphery walls and columns, the area of windows etc. Proportionate share of common areas within the building like staircase, munties, lift walls, Lift room, Machine room, common lobbies, and passages on all floors and the proportionate share of common service area in the complex like community facilities, security rooms, maintenance staff rooms, electric sub-station, pump rooms, underground/overhead tank, covered and uncovered shafts etc.
- g) **"Commission for sale"** shall mean and include any charges, brokerage, fees, remuneration or any amount by whatever name called paid to the real estate agent for his services with respect to booking of unit made by the applicant(s)
- h) **"Common Areas and Facilities"** shall mean such common areas, facilities, common spaces in the Project earmarked for the purpose of common use of all the Allottees of the Project.
- i) **"Interest Rate"** means the rate of Interest payable by the promoter to the applicant or by the applicant to the promoter, as the case may be shall be one year State Bank of India Highest Marginal cost Lending Rate plus one percent or such other rate as may be applicable from time to time as per the Act and Rules;
- j) **"Maintenance Agency"** shall mean a company, firm, or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said Project;
- k) **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;
- l) **"Project"** shall mean and include the multi-storied Commercial building having [____] over Project Land along with, parking spaces, Common Areas and Facilities and all that is constructed/to be constructed with alterations as per the applicable laws on Project land and collectively named as "[____]".
- m) **"Project Land"** shall mean land admeasuring approximately 16004.32 square meters and situated at Plot no. C1 & C2, TS – 06, Sector 22D, Yamuna Expressway, YEIDA City, Gautam Buddh Nagar, Uttar Pradesh. The project named "[____]" is being developed on the Project Land only.
- n) **"UNIT"** shall mean and include, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for commercial use such as or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.

2. That the Applicant(s) has applied for registration of booking of a Unit in the above scheme/project being developed by **Starcity Builders & Promoters LLP.**
3. The Applicant(s) shall sign all the pages of this application in token of his/her acceptance of the terms and conditions stipulated herein.
4. The Payment Plan once opted by the Applicant(s) shall not be allowed to change.
5. Notwithstanding the fact that the Company may have issued an acknowledgment by way of a receipt for the money tendered with this application, the Applicant(s) have clearly understood that this application is only a request/offer of/by the Applicant(s) for the allotment of a Unit and does not constitute any allotment or agreement by the Applicant(s) and the Company and the Applicant(s) are not vested with any right or entitlement or interest until the final allotment of the Unit is made by the Company in the said Project.
6. That the Application is to be accompanied with the Booking Amount/Registration amount/earnest money payable as stipulated by the Company and as per the payment plan. The said registration amount/earnest money shall be paid by A/c payee cheque or demand draft or UTR in favoring of **Starcity Builders & Promoters LLP**, payable at NOIDA (no outstation cheque/draft shall be accepted). For all intents and purposes, it is clarified that 10% of the cost of Unit shall be deemed as registration amount/earnest money/ Booking Amount for the Unit. The schedule of installments as opted in the Application Form/Allotment Letter/Agreement for Sale/Sub-Lease shall be final and binding over the Applicant and in case of any failure to adhere to the same, this Application shall stand automatically cancelled and the registration amount/earnest money shall be forfeited by the Company. 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 Rs. 25,000/- as administrative charges and shall be payable by the Applicant.
7. That the applicant(s) agree that he shall pay the sale price of the unit and other charges on the basis of super area of the unit, which comprise of the built up area/covered area of the unit including the area under periphery wall and columns. Proportionate share of common areas within the building like staircase, munties, lift walls, Lift room, Machine room, common lobbies, and passages on all floors and the proportionate share of common service area in the complex like community facilities, security rooms, maintenance staff rooms, electric sub-station, pump rooms, underground/overhead tank, covered and uncovered shafts etc. If there is any increase or decrease in the final super area, than necessary adjustment will be made in the price of the unit based on original rate at which the unit was allotted.
8. That the final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject the application without assigning any reason thereof. In case of rejection of application, the registration amount/earnest money/booking amount paid by the Applicant(s) shall be refunded to the Applicant(s) without interest. It is further clarified that deposit of the booking amount/cheque shall not amount to acceptance of the application.
9. The Applicant(s) has(ve) satisfied himself/ herself that M/s Starcity Builders & Promoters LLP., a Company registered under the Companies Act 1956, having its Registered Office at 7th Floor, Plot No – 01/B, Sector-126, Noida, Gautam Budh Nagar (201303), U.P., is developing and constructing a real estate project namely “[_____]” on land parcel admeasuring 16004.32 Sq. Mt. area situated at Sector 22D, Yamuna Expressway, YEIDA City, Gautam Buddh Nagar, Uttar Pradesh and is sufficiently entitled to develop, sell and deal with the said Project proposed to be constructed on the Said Land in respect of which Yamuna Expressway Industrial Development Authority ,has executed Sub-Lease Deed in favor of M/s Starcity Builders & Promoters LLP vide sub-lease deed as registered with Sub Registrar Gautam Buddh Nagar bearing registration no. 15031 dated 12.06.23. The Lessor has authorized the Company, to develop/ construct the said Project on the said land and to sell, market, deal, negotiate, sign and execute Agreement, Sub-Lease Deed etc. with the Applicant(s)/ prospective purchasers/ buyers at the rates and Terms and Conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name from Applicants own resources including Property Loans, if any. That all the terms and conditions of Sub-Lease Deed of the above Said Land executed by Lessor shall also be applicable to the intending Applicant.
10. The Applicant(s) represent & acknowledge that he/she has inspected the relevant documents/papers and has carried out due diligence and is fully satisfied with the right/title/interest of the Company to the said Land and has understood all the limitations and obligations of the Lessee/Company/Broker/Agent in respect thereof. The Applicant(s) undertake not to hereinafter raise objections with respect to the Lessee/Company/ Broker/Agent's right/title/interest/entitlements in the

Said Land and rights to sell and develop the Project. Furthermore, the Applicant(s) have studied the market and available products and have taken a conscious decision to apply for a Unit in the Project without any undue influence or force by whatever means.

11. That the Applicant(s) shall execute an Allotment Letter/Agreement for Sale/Sub-Lease with the Company(after paying 10% of the cost of the Unit to the Company along with taxes as applicable)along with all the required documents for the same at the Corporate Office or Site Office of the Company within 30 days of receipt of information from the Company. If the Applicant(s) fails to execute and deliver the Allotment Letter/Agreement for Sale/Sub-Lease to the Company within the said stipulated period then the Allotment of the Applicant shall be treated as cancelled and 10% of the cost of the Unit as constituting the earnest money along with GST Amount and any other amounts of being non-refundable in nature, paid by the Applicant(s) shall be forfeited by the Company. After deduction of the said amount, the balance amount (if any) without interest shall be refunded to the Applicant(s).
12. All over-due payments from the Applicants (if any) shall attract Interest Rate as per SBI MCLR 1 Year +1% as prescribed under the Act from the date they fall due till the date of receipt of payment.
13. The Applicant(s) clearly and unequivocally understand(s) that any rights and entitlement shall accrue only when the allotment is made by the Company in his/her/their favor and the necessary agreements to sell/sub-lease are signed and all its terms and conditions are duly complied with UP RERA ACT, 2016.
14. That the layout plan of the entire Project and the area of the Unit as drawn by the Company is tentative and is subject to change. If deemed necessary by the Company and in strict compliance with Section 14 of the Uttar Pradesh Real Estate Regulation Act, 2016 as amended and other applicable laws or as may be required by the regulatory authorities, the Company may make suitable alterations in the layout plan and area of the Project/ Unit. Such alterations may include changes in the Area, Floor, Tower & Number of the Unit and the location. In regard to all such changes either at the instance of the regulatory authorities or otherwise, decision of the Company, shall be final and binding on the Applicant(s).
15. That the Applicant(s) shall not have any right to interfere in the manner of booking, operation and finalization of sale of Units, premises etc. or in the operation and management including, but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority body, any person, institutions, trust and or any local bodies which the Company may deem fit in its sole discretion. The Applicant's right shall be restricted to its allotted Unit only.
16. In the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Government/Competent Authority, the Company shall have full right to raise further constructions over the top roof/terrace of the Project or over the top roof/terrace of the Towers/Buildings in the Project as being the sole and exclusive property of the Company and the Applicant(s) shall not be entitled to raise any objection or make any claim on any account in this regard. Subject to provisions of the applicable law, the Company can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Company.
17. That in case the cost/ value of the Unit booked/allotted is Rs.50,00,000/- (Rupees Fifty Lakh only) or more; in such a case each and every payment made or to be made by such Applicant in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Applicant and the total amount of TDS so deducted shall be deposited by such Applicant to the credit of the Central Govt. The same is being necessitated as it has been mandated through an amendment in the Income Tax Act, 1961, by insertion of a new Sec 194-IA & notified by CBDT vide Notification No.S.O.1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/Company/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of the Central Govt. The credit of the same shall be reflected in the accounts of the said Applicant once he/ she submits the proof of payment of "TDS on purchase of property" and the buyer/customer/applicant shall issue to the Builder/ Company/ seller a TDS Certificate in Form-16B. Considering the same, it is mandatory for the Applicant to have a valid Permanent Account Number (PAN). Further, the deduction of TDS shall be applicable on circle value of unit or sales

consideration of unit whichever is more. For further details Applicant may visit "www.incometaxindia.gov.in". Applicant is further requested to mention the address of the Company on the challan for payment of "TDS on purchase of property" address of the company.

18. That the amenities like roads, electricity, sewers & water supply, same shall be provided by the concerned regulatory upto the boundary of the said Project. The Company will carry out all the above mentioned amenities within boundary of the said Project i.e. internal development of the Project. Any delay in providing the above said facilities on the part of the regulatory authority shall not be considered as delay on the part of Company.
19. That the Applicant(s) and his family members have the right to visit and inspect the premises during the course of construction once in 3 (three) months and after seeking prior written consent of the Company. During the course of such inspection, the Company shall not be held liable for any loss/cost/damages/hurt or any other expenses caused due to such visit by the Applicant(s) or his family members accompanying him, if any, on account of any accident that may occur at the time of inspection during the constructions or after constructions.
20. That the Applicant & Co-Applicant (if any) will have equal share in the Unit and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, in case a loan has been availed. Similarly, in a divorce case or where a dispute arises between the Applicants, the booking will continue only after providing consent in writing by both the Applicants and No Objection Certificate from the concerned bank, if a loan has been availed. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not have any effect to the same. In all the above said circumstances there will be a time limit of maximum upto 120 days and thereafter the Company can cancel the said booking/allotment and the Applicant shall have no claim or right whatsoever except to claim for the refunds of the amounts as deposited, and in such cancelation, there will be a deduction of 10% of the cost of the 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.
21. That all the Taxes and statutory levies presently payable in relation to the Project have been included in the price of the Unit. However, in the event of any further increase and/or any fresh tax, service tax, trade tax/sales tax, VAT, farmer's compensation, Cess, labour cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Applicant(s) on pro rata basis. Any charges on account of external electrification as demanded by any competent authority shall also be additionally payable by the Applicant(s). Further, the water and sewerage connection charges shall be payable by the applicant(s) in addition to unit cost and other charges as demanded by competent authority.
22. That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on part of the Applicant to make the payment on or before the due dates. If any installments as per payment schedule is not paid within the stipulated due date, the Company will charge an Interest Rate prescribed under the Act from the due date. Further, if the payment remains in arrears even after 2(two) consecutive demand notices of 7 (seven) days period each for such installment issued by the Company as per the payment plan, and if such default by Applicant(s) continues for a period beyond 3 (three) consecutive months after the notice from the Company in this regard, then the allotment shall automatically stand cancelled at the sole discretion of the Company and the amount deposited by the Applicant as earnest money/ booking amount i.e. 10% of the cost of Unit will stand forfeited, and after deduction of interest liabilities, any amounts received from applicant/housing finance companies/banks against the said allotment and any other charges, the balance amount, if any, shall be refunded without interest. Such refund shall be made as per the provisions of applicable law. However, the Company may at its sole discretion, condone the delay in payment by charging interest and restoring the allotment in case the allotted Unit has not been allotted to someone else. Alternative Unit, if available may also be offered in lieu however the Company is not bound to do so.

23. That the time is essence with respect to the Applicant's obligation to pay the Unit 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/Agreement for Sale/Sub-Lease to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or to observe all other obligations of the Applicant under the Allotment Letter/Agreement for Sale/Sub-Lease. It is clearly agreed and understood by the Applicant, that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant as per the schedule of Payments or for the obligations to be performed by the Applicant. However, the Company 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 Unit will be handed over by the Company after making all the payments, outstanding/dues, penalties etc. along with interest (if any) by the Applicant to the satisfaction of the Company.

24. (a) The Company shall endeavor to complete the construction of the Unit within the specified period as in the Allotment Letter/Agreement for Sale/Sub-Lease to be entered into, subject to timely payment of installments and other charges when due or demanded by the Company and the same shall be payable by the Applicant. The Company on obtaining Occupancy Certificate from concerned regulatory authority shall hand over the Unit to the Applicant after clearing all the dues according to the terms and conditions of the Allotment Letter/Agreement for Sale/Sub-Lease in respect of said Unit.

(b) The Applicant agrees that the development of the project is subject to force majeure conditions which includes, but is not limited to:

- Acts of God i.e., landslide, fire, drought, flood, earthquake, epidemics, natural disasters, etc.
- War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism;
- Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
- The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Agreement including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Company whereby the work of construction is stayed or stalled;
- Any change in applicable laws adversely affecting the development of the Building / the said Project;
- Other cause beyond the reasonable control of the Company or its agent or not directly attributable to any willful act or omission of the Company and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Unit.

25. That the possession of the said Unit is likely to be delivered by the Company to the Applicant by [REDACTED]. In case of delay in construction of the said Unit beyond the present RERA completion date of [REDACTED] which is not due to reason explained in clause no. 24(b) above, the Company agrees to pay a delay penal interest @ the rate equal to MCLR (Margin Cost of Lending rate) on loan of SBI +1% for a period exceeding to the present project completion date and such extension as company may seek in future from UP RERA due to force majeure conditions as mentioned under clause 24(b) here above, to the Applicant(s). The said delay penalty is subject to the fact that the Applicant(s) has made payment of all the installments towards the sale consideration amount of the said Unit to the Company in time and without making any delay.

26. That a written intimation for completion of Commercial 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 Commercial Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer Deed etc., the installation of hardware accessories and final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 50 to 60 days for an individual Unit, the Applicant may get these final installations in his own presence, if desire so.

27. That in case, the Applicant reaches in last of "Fit Out Period", where the scope of 60 days for final touch 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".

28. For Power back-up facility, 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 Power back up facility. Per unit charges of the power backup (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 stay final.

29. That the existing use of the said Unit is for Commercial Purpose and the Applicant(s) undertakes to use the said Unit for specific purposes only, which are permissible under the Law. The Applicant(s) shall, therefore, not use the said Unit herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the Company and other owners/occupants of the Units in the Project. The Applicant(s) undertakes to put to use the said Unit exclusively for the retail use only which are permissible under the law and he shall not use the said Unit for any other purpose e.g. Rice-mill, Atta-Chakki, Factory, Welding Work, Meat shop, Dhaba, Liquor/Wine shop, Automobile Workshop or shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Unit or carry out any activity which is injurious or which is prohibited by the State or Central Government.

30. That subject to the restrictions and limitations in the Sub-Lease Deed which is executed by the Lessor in favor of the Company, the Applicant(s) may at its option raise the finances or a loan for purchase of the Unit. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Applicant(s). In case the Applicant's loan is not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Applicant(s) and in the event of default in payment as per the Payment Plan, the Applicant(s) shall be liable for consequences including cancellation of the allotment.

31. That on completion of the said Unit and receipt of full consideration amount along with other charges (if any) payable by the Applicant(s), a Tripartite Sub-Lease Deed shall be executed in favor of the Applicant(s) in the format approved by the Lessor and the Company. 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(s), the Applicant(s) will be responsible and liable to pay the deficiency in stamp duty/penalty/interest on such documents as per the Stamp Act. Any stamp duty and deficiency, if imposed by the Govt. on the Allotment Letter, Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Applicant(s).

32. That there will be defect liability period of 60 months from the date of handing over possession or from the date of issuance of Occupancy Certificate whichever is earlier. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappings in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the ready made equipment/appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought equipment/appliances, the Company shall co-operate with the applicant to sort out the issues.

33. That in case, the Applicant(s) desires for cancellation before the allotment, then 10% of the cost of the said Unit as constituting the earnest money, will be forfeited and the balance amount, if any, after deduction of any penalty interest, Commission for Sale, shall be refunded without any interest as per the provisions of the applicable law.

34. That the Applicant(s) agrees to enter into a Maintenance Agreement to be executed between the Applicant and Company and/or the Maintenance Agency nominated by the Company at the time of execution of the Sub-Lease Deed of the said Unit. The Applicant shall pay the maintenance charges for upkeep and maintenance of various Common Services and Facilities (excluding internal maintenance of the Unit) in the Complex as determined by the Company or its nominated Agency.

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

35. It is expressly disclaimed that non-payment of any additional charges and maintenance charges within the time specified shall also disentitle the Applicant(s) to the enjoyment of the Common Services and Facilities and other common services.
36. That in case the Applicant(s) desires transfer of allotment/ownership of Unit, before registration/possession, a transfer fee as prevailing at the time of desired transfer shall be payable by the Applicant. However, first transfer request will be entertained after receipt of 40% of the Sale Price amount of the said Unit. Inclusion of name of spouse as Co-applicant shall be free of any charges but administration charges shall be payable. In case of others the company shall impose the transfer charges plus GST applicable upon same and same shall be payable at the time of transfer. The rate of such transfer charges per secure fit unit super Area shall be decided by the company from time to time.
37. The Applicant(s) agrees and acknowledges that the Total Sale Price/consideration of the Unit applied for is fair and acceptable to the Applicant(s). The Applicant(s) further agrees and acknowledges that a similar Unit may be/have been sold/allotted/conveyed by the Company at a different price/consideration, the Applicant(s) shall not raise any objection or claim in this regard.
38. That in case, the Applicant(s) makes any payment to any person/Company, except to M/s Starcity Builders & Promoters LLP, against the booked Unit, then the Applicant(s) will be solely responsible & liable for the said payment and such payment shall not be deemed to be the payment made towards the payment of the said Unit. The Mode of payment to be made to company shall be NET BANKING / RTGS / NEFT / ACCOUNT PAYEE CHEQUE / ACCOUNT PAYEE DRAFT drawn in favor of **M/S STARCITY BUILDERS & PROMOTERS LLP**
39. That it shall be the responsibility of Applicant(s) to inform the Company by Regd. A.D. Letter or Courier 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 posted at that address (if any changes in the Address have not been intimated) will be deemed to have been receiving by the Applicant and the Company shall not be responsible for any default.
40. That in case of an NRI Applicant, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other prevailing law shall be the responsibility of the Applicant.
41. All or any disputes arising out or touching upon or in relation to or concerning with the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act. The Courts in Noida, U.P alone shall have jurisdiction in case of any dispute, claim arising out or in connection with the present application form.
42. 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 Company.
43. That Company will provide lease assistance to the buyers/allottee(s) of the units in the project. Company will also have a "First Right of Refusal" if the tenant arranged by the buyer/allottee does not meet the basic criteria defined by the company at that time. In case of refusal, company may arrange an alternate tenant for the said Unit on the basis of the ongoing market trends. However, it shall be the ultimate responsibility of buyer/allottee to select a reputed tenant for the overall success of the project. The terms and conditions of leasing imposed by the company from time to time shall be binding upon the allottee.

Declaration:

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

DRAFT

COMPANY

APPLICANT

CO-APPLICANT

3rd APPLICANT

FOR OFFICE USE ONLY

Customer ID No.....

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

Name of the Applicant

Name of the Co-Applicant

Name of the 3rd Applicant

Name of Project.....

Unit No.

Block/Tower

Floor

Super 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