UNNATI FORTUNE GROUP
towards a better life

the aranya

GH-02, SECTOR-119, NOIDA

APPLICATION FORM

Provisional Allotment of an Apartment/House

Application No.______________________________ Date__________________

Customer Name Mr./Mrs./Ms.____

Unit No.___________ Tower___________ Block___________ Area___________

Cost towards EDC and IDC, enhanced EDC or some additionally demanded Govt. Levy, other cost (if any) and Stamp Duty, Registration Fee and allied charges/cost for execution and registration of Conveyance Deed will be additionally payable by the Applicant/Allottee before possession.

* Service charge is not included and shall be payable as per prevailing rates by the applicants.

Payment Plan Option: Down Payment Plan ☐ Construction Linked Payment Plan ☐ Flexi Plan ☐ EMI Subvention Plan ☐ Time Linked Plan ☐

Mode of Booking: Direct ☐ Dealer ☐

If through Dealer: Name ____________________

Address ____________________

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/Buyer's Agreement(as applicable), the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s), agents and attorneys undertake to inform the Company of any change in my/our address or in any other particular, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us. I/we further agree that the amount paid with the application and in installments as the case may be, to the extent of 15% of sale consideration of the said Apartment shall collectively constitute the earnest money to ensure my/our adherence of the terms and condition, as contained herein and subsequently in the Allotment Letter/Buyer's Agreement failing which the Company shall be entitled to forfeit the earnest money paid or deposited by me/us without any objection from my/our side.

Name of Applicant (s) ____________ **Signature(s) of Applicant (s)** ____________

Name of Co-Applicant (s) ____________ **Signature(s) of Co-Applicant (s)** ____________

Note: (i) All Cheques/Drafts to be made in favour of '**Unnati Fortune Holdings Ltd.**' payable at New Delhi/ Noida/Greater Noida only.

(ii) Persons signing the Application Form on behalf of other person/firm/company shall file proper Authorization/Power of Attorney/Resolution.

FOR OFFICE USE:

CHECK LIST:

1. Whether the Application Form is completely filled-up with Photographs? ☐
2. Whether the Application Form is duly executed and signed in all pages by all Applicants? ☐
3. Whether the Cheque for booking amount is in proper name and duly signed & dated? ☐
4. Whether the PAN Card of the Applicant(s) is/are received? ☐

Remarks: ____________________

Booked by: ____________________

Checked by: ____________________

Approved by: ____________________

Signature(s) of Applicant(s)

Documents to be submitted along with the application form

Mandatory to affix Photographs in designated areas in the Application form towards all mentioned below categories.
***Photographs in all cases mandatory**

Resident of India:
- Copy of PAN Card

Partnership Firm:
- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- In case one of the partners has signed the documents, an authority letter from all the other partners authorizing the said partner to act on behalf of the firm.

Private Limited and Limited Company:
- Copy of PAN Card of the company
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company

Hindu Undivided Family (HUF):
- Copy of PAN Card of HUF
- Authority letter from all co-parceners of HUF authorizing the Karta to act on behalf of HUF

NRI/ Foreign National of Indian Origin:
- Copy of the individual's passport
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the allottee
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party

Signature(s) of Applicant(s)

INDICATIVE TERMS AND CONDITIONS

FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF A RESIDENTIAL FLAT

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Standard Flat Buyer's Agreement (as applicable) which may be executed between the intending allottee and the company.

1. The applicant has applied for allotment of Residential Apartment to be developed and constructed in the Group Housing Project named as "**THE ARANYA**" (hereinafter referred to as "Project") by **M/s Unnati Fortune Holdings Ltd.** (hereinafter referred to as the "Company") on a plot of land located at Plot No. **GH-02, Sector 119, Noida (U.P)** allotted by Noida Authority, vide Lease Deed on leasehold basis for a period of 90 years commencing from the date of execution of Lease Deed and to be read with subsequent Relinquishment Deed.

2. The Intending Allottee(s) has applied for allotment of a residential flat with full knowledge of all the laws/notifications and rules applicable to this area in general and this group housing project in particular which have been explained by the Company and understood by him/her.

3. The applicant has fully satisfied himself about the nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per the prevailing by laws/guidelines of the Noida Authority and/or any other authority and has further understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of all the permissions, sanctions, directions policies etc. issued by the Noida Authority and/or other authorities in this regard to the Company.

4. (a) The Intending Allottee Agree(s) that he/she shall pay the price of the flats and other charges like EDC, IDC, PLC, IFMS, ECC, FFC, PBIC, enhanced EDC, infrastructure tax or any other fresh incidence of tax as calculated on the basis of super area, which is understood by the Intending Allottee(s) that the calculation of super area of the flat shall be more clearly defined in the standard Flat Buyer's Agreement (as applicable) and upon execution of that agreement the method definition of super area stated therein shall become binding on both the parties.

   (b) The Intending Allottee agrees to pay to the Company the External Development Charges (EDC) and any enhancement in the EDC as levied by the Government as and when demanded by the company. In addition the Intending Allottee also agrees to pay Govt. rates, ceases, charges, VAT, Infrastructure Development charges, Wealth tax or any fresh incidence of tax of all and any kind, by whatever name called, whether levied or leviable, now or in future, as the case may be from the date of this application in proportion to the super area of the flat prior to the execution of the sale deed. If such charges are increased (including with retrospective effect) after the sale deed has been executed then these charges shall be treated as unpaid sale price of the flat and the company shall have lien on the flat of the Intending Allottee for the recovery of such charges. The Basic Sales Price of the said Apartment is firm, save and except increases, which the applicant(s)/allottee(s) hereby agrees to pay due to any exorbitant increase in the cost of construction material or charges, increase in super area and increase in cost/charges. If any provision of the existing and future laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Apartment/said Project requiring the Company to provide pollution control devices, effluent treatment plant etc., in the said project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the applicant(s)/allottee(s) in proportion to the super area of his Apartment to the total super area of all the Units in the said project as and when demanded by the company.

   (c) The Intending Allottee hereby covenants with the company to pay from time to time and at all times, the amounts which the Intending Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Intending Allottee.

5. (a) The company has calculated the total price payable by the Intending Allottee for the said flat on the basis of its super area which comprises of the flat area and the undivided share in the common areas and facilities within the said Building only. In addition,

Signature(s) of Applicant(s)

though not forming a part of the computation of the super area for which price is charged, the Intending Allottee shall have the ownership of the undivided proportionate share of land beneath the footprint of the said building on Sublease only calculated in the ratio of the super area of his/her flat to the total super area of all the flat in the said building only. The Intending Allottee confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Intending Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land beneath the footprint of the said building save and except the use of common areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Intending Allottee. The Company has made clear to the Allottee that it shall be carrying out extensive development /construction activities in project **"THE ARANYA"** situated at Plot No. **GH-02, Sector 119 NOIDA U.P.** now and for long time in future in the entire area falling outside the land underneath the block in which the Unit is located and the Allottee has confirmed that he shall not raise any objection or make any claims or fail to pay installments in time as stipulated in the Schedule of Payments on account of inconvenience, if any, due to such construction activities. The Allottee hereby agrees that in case after the completion of the Building, if any further construction on the plot or the building becomes permissible (extended FAR), the Company alone shall have the right to such additional constructions and Allottee shall not have any right therein, whatsoever.

The developer has informed and the buyer has clearly understood that the saleable area has been calculated anticipating expected enhancement in the F.A.R to 3.5 or more as reported, as against the present sanctioned F.A.R of 1.5. It is further clarified by the developer and clearly understood by the buyer that with the sanction of enhanced F.A.R., the developer shall have the absolute and exclusive discretion, power and authority to construct / develop additional floors in the respective towers, to construct additional towers as well as carry out additional construction, change construction plans for development of common areas, green areas or any other space reserved for parking and internal roads in the project complex and the buyers shall have no objection whatsoever in this regard. The developer shall be the sole and exclusive owner of the property so constructed/proposed to be constructed at any time within the permissible sanction limits of F.A.R. It is taking into account such discretion and authority of the developer that the saleable area has been calculated on the basis of enhanced F.A.R.

The buyer agrees that in case during the course of construction and/or after the completion of the building(s) in the complex, if further construction anywhere, and on any portion of the plot or building or on the terrace becomes permissible including on the piece of plot of land on which the Block/Building, wherein the flat of the buyer is located is constructed/is under construction; the developer shall have the exclusive right to take up or complete such further construction as belonging to the developer, without any objection and/or hindrance from the buyer and the buyer will in no way interfere with such right of the developer. This is agreed besides and in addition to the agreed clauses mentioned hereinabove giving right of additional construction/expansion to the developer on account of enhancement in the F.A.R.

Further, the roof rights shall always remain with the Company unless specifically granted in favour of Allottee. The Company reserves the right to give on lease or hire the terraces above the top floor of tower/complex for installation and operation of antenna, satellite, communication equipments or to use/hire/lease the same for advertisement or any other purpose or make further construction and the Allottee agrees that he shall not object for the same. It is made clear by the Company and agreed by Intending Allottee that all the rights including the ownership thereof of land(s), facilities and amenities (other than those within the said building and the land beneath the said building only), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer of Government, semi-government, any other authority, body, any person, institution, trust and/or any local body(ies) which the Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Intending Allottee in the application may provisionally agree to allot flat and this undertaking shall survive through out the occupancy of the flat by the Intending Allottee, his/her legal representative, successors, administrators, executors, assigns etc.

(b) The flat applied for along with the building in which the flat applied for is located shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of construction, ownership and maintenance) Act, 2010 or any statutory enactment or

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modifications thereof. The common areas and facilities and the undivided interest of each flat owner in common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance of The Uttar Pradesh Apartment (Promotion of construction, ownership and maintenance) Act, 2010 shall be conclusive and binding upon the flat owners and the Intending allottee agrees and confirms that his/her right, title, interest in the said flat/said building shall be limited to and governed by what is specified by the Company in the said declaration. In this regards, it is made clear by the Company and fully understood by the Intending Allottee that the declaration to be filed in compliance of The Uttar Pradesh Apartment (Promotion of construction, ownership and maintenance) Act, 2010 shall be in strict consonance with Clause 5(a) above and in no manner shall confer any right, title or interest in any lands, facilities, amenities and building outside the land beneath the footprint of the said building in which the said flat is located. It is made clear that the Company shall be the sole owner of the said lands, facilities, amenities and building outside the land beneath the footprint of the said building in which the said Flat is located and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Intending Allottee shall have no claim whatsoever of any sort therein. The Intending Allottee undertakes to join any society/association of flat owners and to pay any fees, charges thereof complete such documentation and formalities as may be deemed necessary by the company in its sole discretion for this purpose.

(C) It is made clear by the Company and specifically understood by the Intending Allottee that the Company may in its sole discretion and for the purpose of complying with the provisions of The Utter Pradesh Apartment (Promotion of construction, ownership and maintenance) Act, 2010 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and/or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same ratio of his/her flat's value to the total value of the said building(s)/Project/Scheme, as may be, and that the Intending Allottee agrees not to raise any objections in this regard.

6. The Intending Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Flat/said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority(ies) become subject matter of any suit/writ before a competent court or due to force majeure conditions, the Company, after provisional and/or final allotment, is unable to deliver the Flat/parking Space(s) to Intending Allottee for his/her occupation and use, the Intending Allottee agrees that the company, if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.

7. The company and the Intending Allottee hereby agree that the earnest money for the purpose of this application and Standard Flat Buyer's Agreement (as applicable) shall be 15% of the Basic sale consideration as per Standard Flat Buyer's Agreement (as applicable). The Intending Allottee hereby authorizes their company at its sole discretion to forfeit this earnest money along with the penalty for the late payment and interest on delayed payments etc. in case of non fulfillment of the terms and conditions herein contained and those of the Standard Flat Buyer's Agreement (as applicable) as also in the event of failure by the Intending Allottee to sign and return to the company the Standard Flat Buyer's Agreement (as applicable) within thirty (30) days from the date of its dispatch by the company.

8. It shall be incumbent on the Intending Allottee to comply with the terms of payment and/or other terms and conditions of the standard Flat Buyer's Agreement (as applicable) failing which he/she shall forfeit to the company the entire amount of earnest money, interest on delayed payment etc. and the allotment/Flat Buyer's Agreement shall stand cancelled and the Intending Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the flat and the parking space(s). The company shall thereafter be free to re-sell and/or deal with the said flat in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the earnest money, processing fee, interest on delayed payment etc. would be refunded to the Intending Allottee by the company only after realizing such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. The company shall have the first lien and charge on the said Flat for all its dues payable by the Intending Allottee to the company.

9. The company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Intending Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the company may impose. The Intending Allottee shall be solely responsible and liable for all legal,

Signature(s) of Applicant(s)

monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Intending Allottee that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination, transfer/assignment of allotted Flat. However, in the event of any imposition of such executive instructions at any time after the date of this application to restrict nomination/transfer/assignment of the allotted flat by any authority, the Company will have to comply with the same and the Intending Allottee has specifically noted the same.

10. The Intending Allottee hereby agrees to pay additionally as Preferential Location Charges for preferential location as described in this application and in a manner and within the time stated in the payment plan. However, the Intending Allottee has specifically agreed that if due to any change in the layout/building plan, the said flat ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout/building plan, the flat becomes preferentially located, then the Intending Allottee shall be liable and agrees to pay as demanded by the Company additional preferential charges a stated in the payment plan.

11. In addition the applicant(s)/Allottee(s) hereby agrees to pay all statutory charges, taxes, cess, service tax and other levies including any incidence of enhancement therein demanded or imposed by the concerned authorities, if any, or taxes of all and any kind by whatever name called, whether levied or leviable presently or in further or with retrospective effect as the case may be from the date of this Application shall be payable proportionately by the applicant(s)/allottee(s) from the date of booking prior to the execution of the sale deed/conveyance deed in this regard. If such charges are levied or increased (including with retrospective effect) after the sale deed/conveyance has been executed then these charges shall be treated as unpaid sale consideration price of the said Apartment and the Company shall have lien on the said Apartment for the recovery of such charges from the applicant(s) and the applicant(s) agrees to pay the same either directly to the concerned authorities or if paid by the company, reimburse the same to the Company on pro-rate basis on demand being raised by the Company on him/her in this regard.

12. The price of the said Apartment is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, culverts, laying of underground cabling, fixing poles and making provision for electrification and street lighting, laying of pipes and constructing underground/overhead water tanks for water supply, sewerage line and providing road side horticulture, development of parks etc. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the said Project.

13. The Intending Allottee agrees that one (01) car parking space shall be an integral part of this purchase of the flat and the Intending Allottee shall not be entitled to sell/deal with the car parking space independent of the Flat. All clauses of this application and standard Flat Buyer's Agreement (as applicable) pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the said parking space, wherever applicable. However, the Intending Allottee shall be entitled to apply for additional car parking spaces at a price indicated in the payment plan applicable at the time of allotment, it is made clear to the Intending Allottee that the price of the flat is exclusive of reserved car parking space allotted to him/her for his/her exclusive use. As the reserved parking space is integral amenity of the flat, the Intending Allottee undertakes not to sell/transfer/deal with the reserved parking space independent of the flat. The Buyer(s) agrees and confirms that the reserved covered parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption and repossession etc. of the said Apartment under any of the provisions of this Agreement. Further, the Buyer agrees that the car parking opted at the time of application/allotment is tentative and the same shall be confirmed at the time of offer of possession of the said Apartment as per actual availability. No construction shall be allowed at any cost over the covered parking space so allotted.

14. The applicant(s)/allottee(s) agrees that specifications shown in the brochure/pamphlet/advertisements etc. are indicative only and that the Company may on its own provide any additional/better specifications and/or facilities other than those mentioned in the brochure/pamphlet/advertisements etc. due to technical or aesthetic reasons including due to non availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/said Apartment. The applicant(s)/allottee(s) agrees to pay for the cost of additional/better specifications and/or facilities as additional cost proportionately or as the case may be, as and when demanded by the Company.

15. Timely payment of installments of basic cost and allied/additional cost, govt., levy etc., pertaining to the Apartment is the essence of

Signature(s) of Applicant(s)

the terms of the booking/allotment. However in the event of breach of any of the terms and conditions of the allotment by the applicant/allottee, the allotment will be cancelled at the discretion of the Company and the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments shall stand forfeited/deducted from the booking money/installment amount. The balance amount shall be refundable to the applicant/allottee without any interest, after the said Apartment is allotted to some other intending allottee and after compliance of certain formalities by the allottee. Further, if any discount/concession, in whatsoever way, has been given by the Company in the Basis Sale Price in the payment term to the Buyer(s) in lieu of consensus of the Buyer(s) for timely payment of installments and other allied/additional cost, then the Buyer(s) hereby authorizes the Company to withdraw such discount/concession and demand the payment of such discount/concession amount as a part of sale consideration amount, which the Buyer(s) hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @18% p.a.

16. The applicant hereby agrees that in case of cancellation of booking of the said Apartment, he shall submit 'No Objection Certificate' from the concerned Broker, if any, in this regard and submit same to the Company for processing of cancellation, failing which the Applicant hereby agrees that the brokerage/commission so paid by the Company to such Broker shall be deducted by the Company from the refundable amount as per terms of the Application Form.

17. All payments by the applicant shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favour of "**Unnati Fortune Holdings Ltd.**" payable at New Delhi/Noida/Greater Noida only. If any of the cheque(s) submitted by the applicant(s)/allottee(s) along with this application form or subsequently with and for the allotment letter is dishonored then the allotment/booking of the said Apartment may be deemed to be cancelled and the Company will not be under any obligation to inform the applicant about the dishonor of the cheque or cancellation of the allotment/booking. The applicant(s) will not be entitled to tender new cheque in place of dishonored cheque unless or otherwise agreed by the Company. It is further agreed that this application form shall be processed only after Cheques tendered by the applicant along with this application form are fully encashed.

18. Assignment of allotment of the Apartment by the applicant/allottee shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the allottee/assignor and the assignee (new allottee) agree to comply with formalities in this regard and the assignee agrees to abide by all the terms of allotment.

19. The Intending Allottee agrees and undertake to enter into a maintenance agreement with the Agency (hereinafter referred to as "the Maintenance Agency") as may be appointed/nominated by the company from time to time for the maintenance and upkeep of the said flat/said building and the Intending Allottee undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Intending Allottee is in occupation of the flat or not. In order to secure due performance of the Intending Allottee in prompt payment of the maintenance bills and other charges raised by the maintenance agency, the Intending Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company Interest Free Maintenance Security (IFMS) for the flat, in case of failure of the Intending Allottee to pay the maintenance bill, other charges on or before the due date, the Intending Allottee in addition to permitting the company/maintenance agency to deny him/her the maintenance services allows the Company to deduct such charges from the IFMS. If due to such adjustments in the IFMS, the IFMS falls below the agreed amount for the said flat, the Intending Allottee hereby undertakes to make good the resultant shortfall within 15 days of demand by the company. Further, the company reserves the right to increase interest free maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Intending Allottee agrees to pay such increases within fifteen days of demand by the Company. If the Intending Allottee fails to pay, such Increase in the Interest Free Maintenance Security or to make good the shortfall as aforesaid on or before its due date, then the Intending Allottee authorizes the company to treat the allotment as cancelled without any notice to the Intending Allottee and to recover the shortfall from the sale proceeds of the said flat and to refund to the Applicant/s only the balance of the money realized from Such sale after deducting therefrom the entire earnest money, Interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to interest free maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Intending Allottee and the Company shall have first charge/lien on the said Flat in respect of any such non-payment of shortfall/increases as the case

Signature(s) of Applicant(s)

may be. The Company shall, if already paid by the Intending Allottee to the Company may, at its Sole discretion, refund to the Intending Allottee in full and final settlement of the IFMS, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Intending Allottee at any time including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved/discharged and all clauses dealing/concerning the IFMS of this Application, standard Flat Buyer's Agreement (as applicable) and the conveyance deed as far as they are applicable to the Company shall cease to be valid and effective. In the alternative, the Intending allottee hereby authorizes the Company to transfer to the Maintenance Agency the IFMS of the Intending Allottee, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Intending Allottee at any time Including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS and all clauses dealing/concerning the IFMS of this Application, standard Flat Buyers Agreement and the Conveyance-Deed as far as they are applicable to the Company shall cease to be valid and effective. It is hereby specifically agreed by the Intending Allottee that such transfer of IFMS shall not be linked in any manner whatsoever to the implementation of The Aranya Apartment Ownership Act, 1983 by the Company for the said Complex. Further the Intending Allottee agrees that the Maintenance Agency/Assocation of flat owners, upon transfer of the IFMS or in case fresh IFMS is sought from the Intending Allottee(s) as stipulated hereinabove, shall have the sole right to modify/revise all or any of the terms of the IFMS, Maintenance Agreement, including but not limited to the amount/rate of IFMS, etc. It is clearly understood and agreed by the applicant(s) that he/she shall have no right to claim partitions of the said land and/or common areas/facilities. The possession of the common area remains with the Company or the maintenance agency appointed by the Company and is not intended to be given to the applicant(s) except a limited right to user subject to payment of all such charges.

20. The Intending Allottee agrees and undertakes that they shall join any Association/Society of Flat owners as may, be formed by the Company for the said Group Housing on behalf of all the Intending Allottee thereof and to pay any fees/subscription charges demanded therefore and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose. The Intending Allottee agrees to execute such forms, applications or documents as desired by the Company for the purpose of becoming a member of the said Association of flat/apartment owners or for any other purposes as may be necessary in the opinion of the Company.

21. The Company shall have the first lien and charge on the said Apartment for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Apartment may be availed by the applicant(s). However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant(s) shall not make such refusal an excuse for non-payment of further installments/dues. In case of the applicant(s) who have opted for long-term payment plan arrangement with any financial institutions/banks, the conveyance of the said Apartment in favour of the applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions/banks.

22. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Flat it shall be the sole responsibility of nonresident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application or Standard Flat Buyers Agreement. Any refund, transfer of security if provided in terms of the Standard Flat Buyer's Agreement (as applicable) shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Intending Allottee shall keep the company fully indemnified and harmless in this regard; The Company accepts no responsibility in this regard.

23. The applicant(s)/allottee(s) hereby agrees that the Company and/or its nominee shall manage the Club (if any) and may invite persons other than applicant(s)/allottee(s) of Apartment/Flat in the said Project for Club Membership. The applicant shall not interfere in the management and/or maintenance of the Club in any manner whatsoever and shall be entitled to avail the Club facilities/services as per the rules and regulations of the Club. It is clarified that the applicant(s)/allottee(s) shall not have any ownership right in the Club, its equipment, buildings & constructions and in the land underneath whether its management is done by the Company and/ or its nominee appointed for this purpose.

Signature(s) of Applicant(s)

24. That Company shall endeavour to complete the construction of the said building/flat within a period of 36 months from the date of sanction of Building plans subject to force majeure and timely payment by the Intending Allottee(s) of sale price, stamp duty and other charges due and payable according to the payment plan applicable to him or as demanded by the company. The Company on obtaining certificate for occupation and use from the competent authorities shall hand over the flat to the Intending Allottee for his/her occupation and use and subject to the Intending Allottee having complied with all the terms and conditions of the standard Flat Buyer's Agreement (as applicable).

25. The Company shall not be held responsible or liable for failure in performing any of its obligations or undertakings as provided for in this application/standard Buyer's Agreement (as applicable) if such performance is prevented, delayed or hindered by an act of God, Fire, Flood, Civil Commotion, War, Riot Explosion, Terrorist acts, Sabotage, or General Shortage of Energy, Labour, Equipment, Facilities, Material or Supplies, Failure of Transportation, Strike, Lockouts, Action of Labour Union, Change of Law, Act of Government or intervention of Statutory Authorities or any other cause not within the reasonable control of the Company.

26. The Intending Allottee shall pay, as and when demanded by the Company, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of sale deed of the Flat in favour of the Intending Allottee which shall be executed and got registered after receipt of the full sale price, other dues, including payment of Interest Free Maintenance Security payable to the Company or the Maintenance Agency, as the case may be and the said charges and expenses as maybe payable or demanded from the Allottee in respect of the Flat and parking spaces allotted to him/her. In case the Intending Allottee fails to deposit the stamp duty, registration charges and all other Incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company shall be free to appropriate the part of sale price paid by the Intending Allottee towards the said charges and expenses and the Intending Allottee shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate. The Intending Allottee undertakes to execute the sale deed immediately thereafter from the date of company intimating in writing the receipt of the certificate for use and occupation of the said building from the competent authority failing which the Intending Allottee authorizes the company to cancel the allotment forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the Intending Allottee without any interest upon realization of money from resale/re-allotment to any other party.

27. The Intending Allottee shall not use/cause to be used the said Flat for any other purpose except residential use and also as specified by the NOIDA Authority. The Intending Allottee specifically undertakes not to use the said Flat or suffer it to be used for any activity that is prohibited/irregular/illegal or other activity that is hazardous or may cause nuisance.

28. The Intending Allottee shall observe all term and conditions of this application and Standard Flat Buyer's Agreement (as applicable), and also those of the license granted to the company for the said Group housing and shall also abide by all the laws, byelaws, rules regulations and policies applicable thereto or as imposed by any competent Authority including NOIDA or any other Government/local bodies and also the rules, regulations and policies as may be made pursuant to and/or denied in the Maintenance Agreement and shall always fully observe and perform all the terms and conditions contained in this Agreement.

29. The applicant/allottee shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Apartment of the applicant/allottee.

30. The Intending Allottee shall inform the company in writing regarding any change in the mailing address mentioned in this application failing which all demands, notices etc. by the company shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee. In case of joint allottees, all communication and refund if any shall be sent to the first named allottee in this application.

31. The provisional and/or final allotment of the Flat is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.

32. It is specifically understood by the Intending Allottee that upon execution, the terms and conditions as set out in the Flat Buyer's Agreement (as applicable) shall super cede the terms and conditions as set out in this application.

33. If any misrepresentation/concealment/suppression of material facts are found to be made by the applicant/allottee, the allotment

Signature(s) of Applicant(s)

1. Sole or First Applicant

Mr./Mrs./Ms. ______

Son/Wife/Daughter of Mr. ______

Date of Birth ______ Nationality ______

Profession ______ Designation ______

Company/Firm Name ______

Residential Status: Resident ☐ Non-Resident ☐ NRI ☐

Residential Address ______

Office ______

Tel. Res. ______ Off. ______ Mobile ______

E-Mail ID ______

Marital Status ______ Anniversary (If Married) ______

PAN No./Ward No. ______

Photograph

Signature of First Applicant

2. Second Applicant

Mr./Mrs./Ms. ______

Son/Wife/Daughter of Mr. ______

Date of Birth ______ Nationality ______

Profession ______ Designation ______

Company/Firm Name ______

Residential Status: Resident ☐ Non-Resident ☐ NRI ☐

Residential Address ______

Office ______

Tel. Res. ______ Off. ______ Mobile ______

E-Mail ID ______

Marital Status ______ Anniversary (If Married) ______

PAN No./Ward No. ______

Photograph

Signature of Second Applicant

3. Details of Residential Apartment

(I) Type ______ (II) Tower Name ______ (III) Apartment No. ______

(IV) Floor ______ (V) Block ______ (VI) Super Area ______ sq.ft.

4. Details of Pricing

PARTICULARS	DETAILS	AMOUNT in INR
A. BASIC COST Basic Sale Price (BSP)	Rs. ______ /-(per sq. ft.)	
B. PLC (Preferential Location Charges) i. Floor ii. Centre Green Facing iii. Nature Reserve Green Facing iv. Corner	 Rs. ______ /-(per sq. ft.) Rs. ______ /-(per sq. ft.) Rs. ______ /-(per sq. ft.) Rs. ______ /-(per sq. ft.)	
C. ADDITIONAL COST i. Car Parking ii. Club Membership iii. Power Back up iv. Lease Rent v. ESC vi. FFC	 Rs. ______ /-(Lumpsum) Rs. ______ /-(per flat) Rs. ______ /- (per KVA) Rs. ______ /-(per sq. ft.) Rs. ______ /-(per sq. ft.) Rs. ______ /-(per sq. ft.)	
D. MAINTENANCE SECURITY Interest Free Maintenance Security (IFMS)	Rs. ______ /-	
E. ANY OTHER GOVERNMENT CHARGES	As applicable	
F. OTHER CHARGES (if any)	Rs. ______ /-	
TOTAL (A+B+C+D+E+F)	Rs. ______ /-	

Signature(s) of Applicant(s)

will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant/allottee shall be liable for such misrepresentation/concealment/suppression of material facts in all respect.

34. All or any disputes arising out or touching upon or in relation to the terms of this application and/or standard Flat Buyer's 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 falling which the same shall be settled through arbitration. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a sole arbitrator to be appointed by the Chairman & Managing Director of Unnati Fortune Holdings Ltd. The Intending Allottee hereby confirms that he/she shall have no objection to this appointment. The courts at District Gautam Buddha Nagar U.P. alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or Flat Buyer's Agreement regardless of the place of execution of this application which is deemed to be at NOIDA.

35. Singular shall mean and include plural and masculine gender shall mean and include all feminine genders wherever applicable.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Flat Buyers Agreement (as applicable) which shall supersede the terms and conditions set out in this application. I/we are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and/or standard Flat Buyer's Agreement (as applicable) and I/we shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or standard Flat Buyer's Agreement (as applicable), I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions, and representations made by the company, I have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the Company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited as set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest, lien on the flat applied for the provisionally and/or finally allotted to me/us in any manner whatsoever.

Name of Applicant(s)______________________________

Signature(s) of Applicant(s)______________________________

Name of Co-Applicant(s)______________________________

Signature(s) of Co-Applicant(s)______________________________