

APPLICATION FORM

Booking ID _____

Date: _____

To,
M/s Three C Green Developers Private Ltd.
Registered Office:
C-23, Greater, Kailash Enclave, Part-1,
New Delhi-110048

Dear Sir(s),

I/We, the undersigned, hereby request for provisional allotment of a Residential Plot in the Project known as "**Lotus Yardscape**" (hereinafter referred to as "**said Plot**" as the case may be) to be developed by M/s Three C Green Developers Private Limited (hereinafter referred to as the "**Promoter**") on Plot No. SC-01/C1 admeasuring 1,66,459.30 sq. meters -Sector-79, Noida forming part of Sports City (defined below), Sector-78-79, Noida (hereinafter referred to as the "**Project**").

I/We clearly understand that the allotment of a Plot by the Promoter pursuant to this Application shall be purely provisional till the execution of the Buyer Agreement. Further, I/We understand that this application form, and the Allotment of a Plot in Lotus Yardscape" is subject to the terms and conditions, restrictions and limitations as contained in the Scheme – 2010-11 (Sports City-II), Lease Deed dated 24/10/2011 read with Correction Deed dated 19/10/2012 (registered on 20/10/2012), Supplementary Lease Deeds dated 28/03/2014 and Lease Deed dated 17/07/2014 (registered on 18/07/2014) to the Lease Deed 24/10/2011 and the Real Estate (Regulation and Development) Act, 2016 and the Uttar Pradesh Real Estate (Regulation and Development) Rules as amended from time to time.

I/We have read and understood the accompanying General Terms & Conditions for provisional allotment of said Plot forming part of this Application and I/we hereby agree to abide by the same and also agree to sign and execute, as and when desired by the Promoter, the Allotment Letter or the Buyer's Agreement on the standard format and I/we agree to abide by them. I/We shall pay cost of the said Plot, preferential location charges, additional cost, government levies, maintenance deposit, applicable stamp duty etc. as and when demanded by the Promoter. I/We hereby remit a sum of Rs. _____ (Rupees _____) vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ being booking money for allotment of Plot in the said Project.

I/We clearly understand that this application does not constitute an agreement to sale and I/we do not become entitled to the provisional and/or final allotment of Plot notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Buyers' Agreement or Allotment letter and/or such other documents as may be required by the Promoter (depending on the option availed) the allotment shall become final and binding upon the Parties.

I/ We am/ are offering this booking application with the full knowledge that the Promoter has obtained all necessary approvals from the competent authorities for the development of the sale of Plot, in the said Project. The Applicant/s have demanded from the Promoter and the Promoter has given inspection to them and displayed at its offices all the available approvals, including the approved layout plan specifications of the common areas applicable to the said Plot.

I/ We have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot the said Plot to me/ us on the basis of such terms and conditions as contained herein. A brief description on title of the Promoter on the plot of land is described in **Annexure A**.

At the time of offering this application form by me/us to the Promoter, the Promoter has informed me/ us the payment schedule, installments to be paid and other payments related terms and conditions. The detailed payment schedule and list of other charges is provided as **Annexure B**.

By signing this Application form, I/we hereby accept and agree to abide by the terms & conditions as stipulated in the accompanying **Annexure C** (General terms & conditions). My/our particulars are given herein below:

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

1. **First Applicant**

Mr./ Ms.

Son / Wife / Daughter of Mr.

Correspondence Address.....

Permanent Address.....

Nationality..... Marital Status No. of Children

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Date of Birth Occupation

Tel. Res. Off Mobile

Fax No. E-Mail ID

Permanent Account No./ Ward No. Aadhar Card No.....

Please paste
Photograph and
sign across the
same

2. **Second Applicant**

Mr./ Ms.

Son / Wife / Daughter of Mr.

Correspondence Address.....

Permanent Address.....

Nationality..... Marital Status No. of Children

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Date of Birth Occupation

Tel. Res. Off Mobile

Fax No. E-Mail ID

Permanent Account No./ Ward No. Aadhar Card No.....

Please paste
Photograph and
sign across the
same

3. **Third Applicant**

Mr./ Ms.

Son / Wife / Daughter of Mr.

Correspondence Address.....

Permanent Address.....

Nationality..... Marital Status No. of Children

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Date of Birth Occupation

Tel. Res. Off Mobile

Fax No. E-Mail ID

Permanent Account No./ Ward No. Aadhar Card No.....

Please paste
Photograph and
sign across the
same

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

4. Fourth Applicant

Mr./ Ms.
 Son / Wife / Daughter of Mr.
 Correspondence Address.....

 Permanent Address.....

 Nationality..... Marital Status No. of Children
 Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐
 Date of Birth Occupation
 Tel. Res. Off Mobile
 Fax No. E-Mail ID
 Permanent Account No./ Ward No. Aadhar Card No.....

Please paste
 Photograph and
 sign across the
 same

DETAILS OF PLOT

(i) Residential Plot No..... (ii) Type..... (iii) Block No.....
 (v) Plot Area..... sq. mt. (.....sq.yd.)

DETAILS OF PRICING OF THE PLOT

Sl. No.	DESCRIPTION OF CHARGES		RATE	RUPEES
A	Basic Sale Price (BSP)	: Sq. yrd.	
B	Preferential Location Charges (PLC):			
	Corner	: Sq. yrd.	
	Golf facing	: Sq. yrd.	
C	Internal Development Charges (IDC)	: Sq. yrd.	
D	Electric Substation Charges (ESC)	: Sq. yrd.	
E	Interest Free Maintenance Deposit (IFMSD)	: Sq. yrd.	
F	Power Backup Charges:			
	6 KVA for 200 & 300 Sq. yards	:	Rs.____/- per KVA	
	10 KVA for 500 Sq. yards	:	Rs.____/- per KVA	
G	Club Membership	:	Rs.____/-	
H	Lease Rent	:	Rs.____/- per Sq. yrd.	
I	Other Charges as per application/Agreement	:	As applicable	As applicable
J	Cess, VAT, WCT, GST & Other Govt. charges/taxes	:	As applicable	As applicable
Total:				

AMOUNT IN WORDS

Note: The aforesaid price is exclusive of all taxes, cess, VAT, WCT, Goods and Service Tax (GST) etc. payable by the Applicant(s) on sale/ purchase of said Plot to the competent authority and/ or the Promoter as the case may be.

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

Payment Plan Option	Down Payment Plan <input type="checkbox"/>	Development Linked Payment Plan <input type="checkbox"/>
Mode of Booking	Direct <input type="checkbox"/>	Broker <input type="checkbox"/>
If through Broker:	RERA Registration No. & Date of Expiry of Registration	Signature with Stamp
Name & Address		

Declaration:

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked Plot by the Promoter, if the enclosed document/ information found to be forged or faked. 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, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Promoter of any change in my/our address or in any other particular/ information, 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 Promoter shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid Plot through my/our aforesaid dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid Plot, and shall not hold the Promoter responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Plot then I/we shall provide NOC from my/our aforesaid Broker.

Name of the Applicant(s)

Signature of the Applicant(s)

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

Date: _____

Place _____

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

Check - list for Sales Officer:

1. Application Money: Demand Draft/Pay Order/ Cheque.
2. Name of the Applicant(s) and the Application number behind the Demand Draft/Pay Order/Cheque and all supporting documents, authorization/ POA to be duly attested at the place/location, where the Applicant(s) is residing.
3. PAN No. & copy of PAN Card / Undertaking.
4. Aadhar Card No & copy of Aadhar Card.
5. Certified copy of certificate of incorporation and Form DIR-12 (latest)..
6. Email ID and Contact numbers viz., work/home/Mobile No./any other no of all the Applicant(s).
7. Proof of Residence – Any 2 documents 1 with photo identity (Aadhar Card/Ration Card/ Electricity Bill/ BSNL Phone Bill/ Driving License/ Voter's Identity Card/Passport)
8. If the Applicant(s)/ Joint Applicant being a Non-Resident Indian (NRI)/ Person of Indian Origin (PIO)/ Overseas Citizen of India (OCI), true copy of their valid passport & documents evidencing NRI/PIO/OCI status along with Account details of NRE/NRI / NRO.
9. Other entities, i.e. a body corporate incorporated in India or partnership firm or Hindu Undivided Family (HUF) or any other association of persons (AOP) recognized as a legal entity under any law in India (Certified copy of certificate of incorporation or certified copy of registration certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card). Also certified copy of Memorandum of Association (MOA), Board Resolution authorising purchase of Plot, Power of Attorney of the authorized signatory is to be submitted along with the Application Form).
10. For partnership firm, a certified copy of partnership deed along with authority in favour of partner to sign application/documents, signed by all partners
11. For Trust, a certified copy Trust Deed, resolution/necessary permissions required under applicable laws.
12. Signatures of all the Applicant(s) on all pages of the Application Form and across the Photo attached to the Application.

Date _____

Name & Signature of the Sales Officer _____

(Confirming receipt of all the documents) _____

Remarks: _____

Booked by _____ Checked by _____ Approved by _____

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

Annexure-A

DESCRIPTION ON TITLE OF THE PLOT OF LAND

New Okhla Industrial Area Development Authority ("**Noida Authority**") allotted to M/s. Three C Green Developers Pvt. Ltd. a Plot of land numbered as Plot No.SC-01/C admeasuring 3,04,209.30 sq. meters situated at Sector-79, Noida, Distt. Gautam Budha Nagar, Uttar Pradesh forming part of the Sports City Project as per Scheme -2010-11 (Sports City-II) vide Lease Deed dated 24.10.2011 (read with approval for sub-division by Noida Authority vide its letter bearing no. NOIDA/ Commercial/ 2010/ 1537 dated 24.10.2011 and correction deed dated 19.10.2012), Supplementary Lease Deed dated 28.03.2014 and Lease Deed dated 17.07.2014 (hereinafter referred to as "**Lease Deeds**"). Pursuant to the said Lease Deeds, the sub-division of the Plot was approved by Noida Authority vide its letter bearing no. NOIDA/ Commercial/ 2014/ 1530 dated 16.09.2014 and a plot of land bearing no. SC-01/C1 admeasuring 1,66,459.30 sq. mtr. (hereinafter referred to as the "**Project Land**") is carved out for development by the Promoter forming part of the overall development of the Sports City, in terms of which the Promoter is the lawful lessee and is presently in possession of the Project Land and has been granted the requisite authority to execute the Project and undertake allotment of the residential plots in accordance with the lay-out plan of the Project, master plan sanctioned by Noida Authority for Sports City, Sports City Scheme-2010-11, Lease Deeds and the building Plan sanctioned for the Project.

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

Annexure-B

PAYMENT SCHEDULE

Notes:

- All Cheques/Drafts to be made in favour of " _____ " payable at New Delhi/ Noida.
- The above installment plan shall become payable on demand irrespective of the order in which they are listed.
- The Applicant(s) shall be solely liable and responsible to deduct and deposit the TDS as per Section 194 (1A) of the Income Tax Act and to comply with other provisions of the Act in this regard.
- In addition to above, the Applicant shall also pay Individual Electricity Connection/Meter Charges, Water Connection Charges, Sewerage Connection Charges, any kind of Govt. Charges, Levies, Taxes including any kind of development charges, Taxes, GST, VAT, WCT, Cess etc. as may be applicable, levied, imposed from time to time, and any other charges, if any which may be applicable and payable, in addition to the BSP, in terms of the Application Form / Buyer Agreement.
- The applicable Stamp Duty, Registration Charges and other charges shall be payable by the Applicant(s) on offer of possession of the said Plot.

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

Annexure-C

GENERAL TERMS & CONDITIONS FOR BOOKING OF PLOT IN "LOTUS ISLE"

1. ELIGIBILITY FOR APPLICATION

- (i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required). Joint application by only one natural person is permitted.
- (ii) Applicant/s is/are required to keep the Promoter informed if any changes of their residence status in writing supported by necessary document. Applicant/s have to provide his/her / their/its e-mail Id and contact number to customer care of the Promoter with reference of customer ID mentioned in this Application Form.
- (iii) The Applicant/s, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other statutory provisions as laid down and notified by the Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. In case of refunds to NRI, PIO and OCI, if any, shall, however, be made in Indian Rupees and the necessary permissions shall be obtained by such NRI or PIO or OCI. In case any such permission is ever refused or subsequently found lacking by any statutory authority the amount paid towards booking and further consideration will be returned by the Promoter, subject to deduction of Rs.10,000/- (Rupees Ten Thousand only) as an administrative charges, only if the cancellation is prior to issuance of allotment and Promoter will not be liable in any manner on such account.
- (iv) The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from appropriate authorities for the purchase of the Plot and the Promoter shall not be responsible for the same. The Applicant/s shall keep Promoter informed about the status of the requisite permissions. Allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and further consideration will be returned by the Promoter as per rules without interest and the allotment cancelled forthwith and Promoter will not be liable in any manner on such account. The Applicant/s shall cease to have any right title and / or interest in the Plot.

2. APPLICATION FOR ALLOTMENT

- (i) The Applicant/s has/ have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of a Plot in the Project to be developed on the said Land by the Promoter.
- (ii) That the term Applicant/s/ Applicant/s shall mean and include his/ her/ their/ heirs, executors, administrators, successors and legal representatives.
- (iii) That the Applicant/s hereby undertakes that he/she/it shall abide by all laws, rules and regulations and terms and conditions of the concerned Authorities and/or of the State Government, the Local Bodies and/or other authorities applicable to the said Land and/ or the Project.

3. APPLICATION PROCEDURE

- (i) The completed Application Form shall be duly signed by Applicant/s and submitted together with the Cheque / Demand Draft / Pay Order/authorized Electronic transfer in favour of _____ for the amount of Application Money as shown in the Payment Schedule annexed hereto as **Annexure "B"**. The Promoter or its authorized personnel are authorized to acknowledge receipt of the Demand Draft Bank Draft/ Pay Order by signing the acknowledgment slip. The payment from NRI/PIO shall be received either by RTGS or NRE/NRI/NRO account cheque only. There will be no other acknowledgement for receipt of the Application Form and the Application money paid.
- (ii) If any of the Cheque submitted by the Applicant/s to Promoter is dishonoured for any reasons then the Promoter shall intimate the Applicant/s of the dishonour of the Cheque and the Applicant/s would be required to tender/s a Demand Draft of the same amount to Promoter within ten (10) days from the date of dispatch of such intimation by Promoter and the same shall be accepted subject to 'Dishonour Charges' of Rs. 2000/- (Rupees Two Thousand only) (taxes shall be extra, if applicable) for each dis-honour. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the allotment shall be cancelled at the sole and unfettered discretion of Promoter subject to provisions in Clause No. 6 (b) hereunder. In the event the Applicant/s comes forward to pay the entire Application Money and penalty thereof, the Promoter may consider the same at its sole discretion.
- (iii) Allotment shall be done as per the procedure of the Company. Applicant/s when allotted the Plot by the Promoter through Allotment Letter shall be referred to as **"Allottee(s)"**.

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

4. WITHDRAWAL OF APPLICATION / CANCELLATION

(a) Before Allotment:

Applicant/s may withdraw their Application prior to the allotment and may get full refund of the Application Money without any interest and without deduction of any cancellation or administrative charge within 30 (thirty) days of receipt of communication of withdrawal by the Applicant/s, subject to the terms mentioned herein. Taxes, cess, levies, charges etc. paid on such Application Money shall not be refunded back to the Applicant/s.

(b) After Allotment:

- (i) The Applicant/s agree/s that 10% (ten percent) of the Total Sale Consideration (defined herein below) shall be treated as Earnest Money/ Booking Amount. Time is the essence of the terms and conditions mentioned herein and the Applicant/s agrees to pay the Sale Consideration and such amounts as provided in the payment schedule along with other payments such as, applicable stamp duty, registration fee other charges, outgoings, taxes, levies etc. on or before the due date or as and when demanded by the Promoter.
- (ii) All overdue payments shall attract interest as per applicable law from the due date till the date of receipt of amounts or realization of the cheque, whichever is later.
- (iii) It is agreed between the Parties that on all amounts received, the Promoter shall first adjust towards the taxes, charges, levies etc. due and payable on previous instalments, thereafter towards the interest levied on the previous pending instalment (if any), thereafter the pending instalment. Balance shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment due and then on the current instalment amount.
- (iv) The Applicant/s shall be entitled to cancel the allotment any time after issuance of the Allotment letter and shall accordingly inform the Promoter in writing, subject to forfeiture of such amounts as mentioned herein.
- (v) The Total Sale Consideration includes the Sale Consideration and all other expenses, charges, deposits, amounts, lease rent, maintenance charges, club house membership fees, all other outstanding amounts as mentioned in the Application form upon payment of which the Applicant(s) shall be entitled to have right, title and interest in the said Plot. The Total Sale Consideration as mentioned hereinabove is exclusive of all taxes, charges, levies, cess etc. (as mentioned below) which may be levied by any appropriate authorities, as detailed in this Application Form. The Total Sale Consideration is escalation-free, save and except increases which the Applicant/s hereby agrees to pay, due to increase in plot area of the Plot, and/or increase in cost/ charges, as specifically provided for in this Application Form and/ or any other charges, taxes, cess which may be levied or imposed by the Government/ statutory authorities from time to time.
- (vi) All taxes, charges, levies, cess etc., applicable on transfer and sale of Plot to the Applicant/s both present and future, or in any increase thereof, as may be applicable from time to time on pro-rata basis, shall be separately charged and recovered from the Applicant/s. The Applicant/s would also be liable to pay interest/ penalty/ loss incurred by the Promoter on account of Applicant's failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
- (vii) It is clarified that the individual electricity connection/ meter charges, water / storm water connection charges, sewerage connection charges, FTTH/ FTTF/ FTTB Infrastructure Charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in securities of water, electricity etc., any new infrastructure augmentation charges and increase thereof for bulk supply of electrical energy and all / any other charges as mentioned under this Application Form are not included in the Total Sale Consideration of the said Plot and the actual/ proportionate amount shall be additionally payable by the Applicant on or before the offer of possession of the said Plot.
- (viii) Without prejudice to the right of the Promoter to charge interest in terms of the above clauses, on the Applicant/s committing default in payment on due date of any amount due and payable by the Applicant/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Applicant/s committing default of payment of instalment, the Promoter shall at his own option, may cancel the allotment of Plot. Provided that, Promoter shall give notice of fifteen days in writing to the Applicant/s, by Registered Post AD at the address provided by the Applicant/s and mail at the e-mail address provided by the Applicant/s, of his intention to cancel the allotment of the Plot and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Applicant/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to cancel the allotment of Plot and terminate the Agreement.

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

- (ix) Upon cancellation of the allotment and termination of the Agreement (as the case may be), the Promoter shall refund all such amount paid by the Applicant/s on the date of cancellation without interest subject to forfeiture of following sums as detailed hereunder within a period of forty five days of the termination, the instalments of sale consideration of the Plot which may till then have been paid by the Applicant/s to the Promoter.
 - a) Earnest Money/ Booking Amount or the actual amount paid whichever is higher subject to a maximum of 10% of the Total Sale Consideration. Taxes, cess, levies, charges etc. paid on all such amount shall not be refunded back to the Applicant/s;
 - b) Total interest accrued on account of the delayed/default payment of said Instalment/s and other charges as per the payment plan, calculated till the date of payment;
 - c) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Applicant/s under this Agreement;
 - d) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be leviable by any appropriate authorities would include (but not limited to), taxes like value added tax, works contract tax, goods and service tax and any other tax;
 - e) All amounts or amounts equivalent to any benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to by the Promoter in respect of the booking of the Applicant/s irrespective of whether such benefits have been utilized by the Applicant/s until the date of cancellation of the said Plot;
 - f) All amounts (including taxes) paid as brokerage fee to any broker, channel partner, institution etc. by the Promoter in respect of the booking of the Applicant/s.
 - g) All other charges, costs, amount etc. as may be applicable including unpaid costs, charges, outgoing, expenses etc. as applicable from the Offer of Possession, along with interest due for such defaulted or delayed payment as prescribed hereinabove, calculated till date of issuance of cancellation/termination letter (as may be applicable).
- (x) Upon the cancellation and termination of the allotment of the Plot, the Applicant/s shall not have any right title or interest with respect to the Plot and the Promoter shall be at a liberty to sell or otherwise dispose off the Plot to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Applicant/s have no objection or dispute in this regard.
- (xi) Application containing false or misleading information and documents known to the Applicant/s are liable to be summarily rejected and allotment shall stand cancelled whenever such defects are detected at any point of time even if allotment has been made. Upon such cancellation, the installments paid will be refunded without any interest subject to forfeiture as stated in clauses hereinabove.

5. POSSESSION AND COMPENSATION

- (i) The Promoter shall endeavor to give possession of the said Plot to the Applicant/s on or before _____ subject to provisions of sub-clauses of this Article and also subject to Force Majeure circumstances and reasons beyond the control of the Promoter as mentioned below ("**Date of Possession**").
- (ii) In the event of failure to hand over possession of the said Plot to the Applicant/s on the stipulated on the Date of Possession and/ or further extension of time for completion of construction of the said Plot as per written intimation by the Promoter, the Applicant/s shall have the following recourses :
 - a. The Promoter shall intimate the Applicant/s in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Plot shall be handed over to the Applicant/s ("**Revised Possession Date**"). Should the Applicant/s wish to withdraw from the Project, then the Applicant/s shall intimate the Promoter his/ her/ their non-acceptance within fifteen (15) days of the dispatch of the intimation from the Promoter, failing which it will be presumed that the Applicant/s has/ have accepted the revised Date of Possession / Extended Duration;
 - b. In case of written intimation by the Applicant/s with the stipulated time period mentioned herein above upon the non-acceptance of the Revised Possession Date and demand on withdrawal from the booking in the Project, the Promoter shall on demand in writing from the Applicant/s refund to him, with interest as per applicable law from the date of receipt of per annum on the Installments paid towards the Total Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, GST, deposits, charges etc. paid to the Promoter and/or Competent Authorities, as the case may be) till the written intimation of cancellation of the said Plot by the

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

Applicant/s. However taxes, levies, cess, interest amounts (if any) paid by the Applicant/s and such other amounts as mentioned hereunder shall not be refunded and no interest shall be payable on these amounts.

- c. In the event of the Applicant/s does not intend to withdraw from the booking in the Project and/or is agreeable and accepted the Revised Possession Date, the Applicant/s shall be entitled to seek compensation from the expiry of the Extended Duration and period affected by Force Majeure conditions, interest as per applicable law on the Installments paid towards the Total Sale Consideration only, excluding interest amounts (if any), for the said Plot, subject to terms and conditions as below. The aforesaid compensation shall be payable from the date of receipt of such Installments until date of offer of possession of the said Plot. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance payment payable at the time of handing over the possession of the said Plot. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the offer of possession date for any reason whatsoever, irrespective of the Applicant/s not taking possession of the said Plot. Such compensation shall be payable directly to the Applicant/s who is party to this presents, if he continues his booking on the date of offer of possession.
- (iii) Provided however, the compensation for delay shall not be paid in the following events, in which case the Promoter shall proportionately extend the delivery of possession of the said Plot from time to time when required, depending upon the contingency prevailing at that point of time.
- a. Force Majeure conditions - such events, where the Promoter is unable to give possession of the said Plot to the Applicant/s on account of reasons beyond its control and of its agents.
 - (i) war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - b. For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Applicant/s during inspection of the said Plot, and/or
 - c. For the period if the Applicant/s commit/s any breach of terms and conditions contained herein, and/or
- (v) After completion of development of the said Plot the Promoter shall offer possession to the Applicant/s and the Applicant/s shall execute a Tripartite Sub Lease Deed as per the terms and conditions/ policy of the NOIDA which shall be executed between the NOIDA, the Promoter and the Applicant/s. All expenses towards execution of the Tripartite Sub Lease Deed such as stamp duty, registration charges, legal expenses, TDS, etc. shall be borne by the Applicant/s. The Applicant/s shall remain present before such offices as required to for execution and registration of Tripartite Sub Lease Deed.
- (vi) In the event of Applicant/s fail to take over and/ or occupy the Plot within the timeline as mentioned in the intimation in writing by the Promoter, then the same shall lie at his/her/their risk and cost, and Applicant/s shall be liable to pay holding charges @ 0.5% p.m. of the Total Sales consideration (taxes extra) from date of offer of possession by the Promoter to take possession of the Plot till the Applicant/s takes actual possession of the Plot. The Plot shall be considered as ready from the date of receipt of offer of possession letter from the Promoter. The aforesaid holding charges excludes any cost towards the maintenance of Plot, which shall be payable separately by the Applicant/s.

6. TRANSFER / NOMINATION OF THE SAID PLOT

- (i) Subject to the terms of the allotment and norms of NOIDA and subject to the Applicant/s clearing all dues including interest, taxes, levies etc. if any, at any time prior to the submission of the list of Applicants to the NOIDA and execution of the Tripartite Sub-lease, the Applicant/s may transfer or substitute or nominate a third party and may get the name of his transferee or nominee substituted in his place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the laws, guidelines issued by NOIDA, if any, in this regard. Transfer/ substitution/ nomination of allotment may be permissible thereafter till offer of possession, subject to written approval by the Promoter and subject to the terms mentioned herein. Such transfer/ substitution/ nomination shall be permitted upon payment by the Applicant/s of such administrative charges calculated at the rate of 2% (Two Percent) of the Total Sale Consideration (taxes extra) upon the Applicant/s providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. Stamp duty and registration charges as applicable on such transfer substitution/ nomination shall be paid by the Applicant/s / third party transferee.
- (ii) All applicable administrative charges for such transfer/ substitution/ nomination [as prescribed by NOIDA (if any) from time to time], together with any applicable taxes, dues or duty leviable under any law for such substitution/ nomination

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(Signature of Second/Third/Fourth Applicant, if any)

shall be to the sole account of and be payable by the Applicant/s to the Promoter, prior to such transfer/substitution/nomination. It is hereby clarified that any change in name of the Applicant/s (including all additions/ deletions) shall be deemed as substitution for the purpose of allotment. If any further fees/ changes are levied by NOIDA, the same shall also be paid by the Applicant/s in addition to the fees/ charges paid to the Promoter.

- (iii) The Applicant hereby agrees that the Promoter shall proceed to entertain his request for nomination of allotment of the Plot if and only if all outstanding dues and interest towards the Plot is paid by the Applicant/ Nominee on or before submission of documents for nomination.
- (iv) In event of nomination, the Applicant along with the third party shall execute and register necessary deeds and documents. Such third party shall abide by all such obligation of the Applicant/s under this Application Form and the Agreement. However, the Applicant/s agree/s and undertake/s to execute/ register the Agreement in view of the changes by properly entering into Deeds/s, documents and writings in case the Agreement is already executed/ registered before effecting the transfer as aforesaid.
- (v) At any time after allotment of the Plot applicable administrative charges shall be payable in case such nomination/ transfer is in favour of the spouse or child, parents or brother or sister of the either Applicant(s) and the Applicant(s) shall be solely responsible at their cost, for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Applicant/s is mandatory, if any.
- (vi) At any time after allotment and before the execution of the Agreement in respect of the Plot, the inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the original Applicant as new Joint Applicant or change of Joint Applicant or swapping/ interchanging between the First and Second/ Joint Applicant is permissible subject to payment of applicable administrative charges.
- (vii) The request for transfer, nomination, inclusion, deletion or swapping between the Applicant(s) as mentioned in this Clause shall be allowed subject to the terms and conditions as mentioned hereinabove and upon clearing all the sums that shall be due and payable to the Promoter on the date of submission of the request application, along with execution of all such documents, papers, undertakings, indemnities, affidavits necessary for such transfer. The Applicant(s) shall be solely responsible for any government levies, taxes, liabilities, penalties etc. arising from such transfer.

7. GENERAL

- (i) It is clarified by the Promoter that any benefit, deferment, waiver, compensation etc. of any pecuniary nature which is agreed and/ or which may arise under this transaction shall be solely for the benefit of the Applicant/s hereto and cannot be transferred, exchanged, adjusted and assigned to any third party, transferee, assignee etc. in future.
- (ii) The Applicant/s shall from time to time sign all applications, papers, documents, maintenance agreement and other relevant papers, as required, in pursuance to the allotment and to do all acts, deeds and things as the Promoter may require in the interest of the Project Plot owners. In case of Joint Applicant, any document signed/accepted/ acknowledged by any one of the Applicant/s shall be binding upon the other Applicant.
- (iii) The Promoters shall confirm the final plot area that has been allotted to the Applicant/s after the development of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the plot area. If there is any reduction in the plot area then Promoters shall refund the excess money as per applicable law. If there is any increase in the plot area allotted to Applicant/s, the Applicant/s shall make payment with the next milestone of the Payment Schedule and/ or on or before possession.
- (iv) The Promoter has received necessary approvals to commence development of the Project. The Promoter at its sole discretion and in compliance with applicable law shall have the right to effect suitable and necessary alterations in the zoning plan, layout plan, master plan, landscape and common amenities plans and/ or specifications, economic weaker sections and/ or any other statutory requirements etc. as and when required due to sanction/ revision of layout plans, technical reasons, site conditions, consumer market demands or any other reasons, which may involve all or any of the changes, such as, increase/decrease in size, change in floor-plan, layout, change in its number etc. However, if there is any increase/ decrease in the areas, the differential amount will be adjusted/ payable on pro rata basis.
- (v) Notwithstanding anything to the contrary mentioned under this Application, it is clarified and agreed by the Applicant that the Applicant shall have ownership rights of the Plot area only and no rights of any kind shall accrue to the Applicant in any part of the Sports City Project, Institutional Area/ Blocks, School, Sports complex, Shops, club etc. which are not part of the Project and against which no amount has been paid by the Applicant to the Promoters and the same shall always remain the property of the Promoter and be dealt in a manner the Promoter may deem fit. The Applicant hereby acknowledges that the Project falls within the Sports City being developed by various entities, as per applicable Scheme, Leases, governmental rules and regulations. The Applicant further acknowledges and agrees that any and all obligations, rights, duties and benefits available to the Applicant (which shall be available only on transfer of Plot) are solely in

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relation to the Project and not in relation to any other part of the Sports City. The Applicant further acknowledges that he does not have any right in relation to the development/ proposed development in the balance land plot of Sports City and hereby expressly gives his no objection to any development in the remainder of the Sports City including on account of an increase in FAR (of the Sports City) or total land available for development, modification of the master plan of said Plot and Sports City due to change in applicable governmental laws, rules and regulations, etc.

- (vi) After registration of Sub-lease Deed in respect of the Plot, the Applicant(s) shall develop a dwelling Unit for residential purpose after completing necessary formalities in this regard within a period of 3 (three) years from the date of execution of Sub-lease Deed of the Plot in his favour. The development on the said Plot shall be subject to the permissions granted by Noida Authority or any other Competent Authority and ground coverage of the said Plot shall be as per applicable law and subject to restrictions as may be imposed by the Authority. It is clearly agreed and understood by the Applicant(s) that no addition, sub-division, consolidation or amalgamation etc. of the Plot is allowed. Any alteration, sub-division or amalgamation of the Plot in contravention of the conditions of the layout plans by the Applicant(s) or any other person shall be treated as default by the Applicant(s) and the Promoter may, at its sole discretion decide to cancel the allotment in accordance with the terms of this Agreement.
- (vii) The Applicant(s) hereby agrees and undertakes to comply with, from time to time after he/ she has taken over possession of the Plot, all applicable rules, regulations including but not limited to the building bye-laws of Noida. The Applicant(s) shall commence construction, at his cost and expenses, on the Plot after obtaining all required approvals including, but not limited to, approval of building plans from the concerned authority as per the government guidelines and complete the minimum required construction on the Plot within the period specified by the Authority failing which a non-construction fees/charges, as decided by the Promoter or the Authority shall be liable to be paid by the Applicant(s) on monthly/ per sq. yd. basis. The building plan shall be prepared and submitted for sanction on the basis of the maximum permissible FAR of 1.5. The Applicant(s) shall, before commencement of construction, obtain a NOC from the Promoter/ Maintenance Agency.
- (viii) The Applicant(s) further agrees undertakes and assures the Promoter that he shall not encroach upon any part of the common area/ common path of the said Project or upon the adjoining Plots of the said Plot either by erecting or constructing any structure or by installing/ putting/ keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon which may or may not hinder/ obstruct the use of common areas, drainage/ sewage system etc. In case the Applicant(s) encroaches upon any part of the common area of the said Project or upon the adjoining Plots by erecting or constructing any structure or by installing/ putting/ keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon, the Promoter/ Organisation (defined below) shall be authorized to remove or shift or demolish, as the case may be, such erection or fixture or installation at the cost, expenses and risk of the Applicant(s). The Applicant(s) hereby agrees and undertakes to pay to the Promoter/ Maintenance Agency within 7 days of receipt of such bill. The Promoter/ Organisation shall not be responsible for any kind of loss/ damage caused to any machine/ installation while removing/ demolishing the same or consequential thereupon.
- (ix) The Promoter by its nominated facility management agency shall maintain the common areas, facilities, amenities etc. till the handover of the project to the said Organisation (as defined under the Agreement to be executed). The Applicant/s shall be required to pay the requisite charges to the Promoter towards the maintenance and management of common area/amenities/facilities before execution and registration of Agreement/ Sale Deed.
- (x) Applicant/s are aware that the Promoter has proposed to develop inter alia a club house with certain other amenities and facilities etc. (Club House) in the said Land subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and the Applicant/s has agreed to avail membership of this Club House. The Applicant agrees to pay the membership of the Club House and also all such other charges as may be stipulated by Promoter in Annexure B. Entry to the Club House will be allowed and the facilities will be used on terms and conditions as may be stipulated by Promoter or facility management agency from time to time.
- (xi) The Promoter reserves the right to create charge on the said Project/ said Land/ said Larger Land for obtaining development and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to the Promoter and the Applicant/s whenever asked in support of by the Promoter in this regard, shall give and grant to the Promoter, his/her/their/its specific, full, free and unqualified consent and permission for doing the same. However, on or before the execution of the Tripartite Sub-lease Deed, the respective Plot of the Applicant/s will be freed from such encumbrance.
- (xii) Subject to the limitation and restrictions in the Sub-lease Deed, in case the Applicant(s) wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the Plot, the Promoter shall co-operate with the Applicant(s) during the financing process subject to however, the terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Promoter's payment plan will rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per payment plan, shall

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be ensured by the Applicant(s), failing which, the Applicant(s) shall be governed by the provision contained in clause mentioned herein above.

- (xiii) The Applicant/s is aware that the Promoter shall be carrying out extensive developmental/ construction activities at any time in future on the said Land and that the Applicant/s has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Promoter or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities at any time after possession of the said Plot is handed over to the Applicant.
- (xiv) It is agreed by and between the parties that due to any change in act, rules, regulations or any stipulations, there is any change in the structure of agreement all the recommendations which need to be incorporated shall be so incorporated in agreement/ or a revised agreement and the Applicant/s have no objection to the same as long as the transaction to said Plot applied for and other terms and conditions remain the same. It may involve restructuring/ or rewriting of the Agreement with revision of method, terms or price payable on any other basis for compliance of the terms, act, bye laws of the said act but the total price payable for said Plot and other terms and conditions contains herein shall remain unchanged.
- (xv) Applicant/s undertakes to join any society/ association of the Plot (s) owners in the said Project and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by Promoter in its sole discretion for this purpose.
- (xvi) In case during the course of development and/or after the completion of the Project, for better planning, further development on any portion of vacant land becomes possible, the Promoter shall be entitled to take up such further development and the Applicant/s shall have no objection for the same if not affecting the Plot.
- (xvii) No reimbursement or deduction in the value of Plot shall be considered by the Promoter in case the Applicant/s desire/s (with prior written approval/consent of the Promoter) to do some modification works in the interior specifications of the said Plot.
- (xviii) All correspondence will be made with First Applicant at the address for correspondence on the Promoter's record initially indicated in this Application Form. Any change of address will have to be notified in writing to the Promoter at its registered office and acknowledgement obtained for such change. In case there is a joint Applicant/s, all communication shall be sent by the Promoter to the First Applicant and which shall for all purposes be considered as served on all the Applicant/s.
- (xix) Infrastructure costs like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities will be applicable/ charged at actuals as determined at the time of offering of possession of the said Plot.

8. JURISDICTION AND ARBITRATION

- (i) All disputes or differences relating or arising out of or in connection with the provisional allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
- (ii) If the disputes or differences between the Parties as mentioned above remain un-resolved post referring the same to Mediation and/ or any Party who do not refer to such decision of the Mediator as mentioned hereinabove, shall refer the matter to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only a sole arbitrator nominated mutually by both the parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Noida only. The proceedings shall be conducted in English language. Costs and expenses for such arbitration proceedings shall be equally borne by the parties.
- (iii) This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India and the Civil Courts at Gautam Budh Nagar and Hon'ble High Court at Allahabad shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.

Declaration:

I/We declare that the above terms and conditions have been read/ understood by me/us and the same are acceptable to me/us. I/We have sought detailed explanations and clarifications from the Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/We have signed this Application Form and paid the advance registration charges for provisional allotment. I/We further undertake and assure the Promoter that in the event of rejection of my/our Application for provisional allotment either by way of forfeiture or refund of my/our money or in any manner whatsoever, including but not limited to as set out in the terms and conditions provided in this

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(Signature of Second/Third/Fourth Applicant, if any)

Application, I/We shall be left with no right, title, interest or lien under this Application. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc. Further, I/we do hereby agree and confirm that the Promoter may sent SMSes or make calls to me/us to our landline/Mobile Number given in the Application Form with regard to any promotion, events, new launch of Projects, start of existing Projects, reminder of any payment or any other suitable information from time to time and I/we shall have no objection to the same. I/we do hereby further undertake not to make any complaint against the Promoter even if our given landline/Mobile Number is registered under National Do Not Call Category and National Consumer Preference Registry (NCPR).

Name of the Applicant(s)

Signature of the Applicant(s)

1. _____

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DATE:

PLACE:

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)