

The Use: Applicant hereby avers the present Application is made by the Applicant(s) in accordance with the use of the land which is being used along with all amenities, specifications and Plans existing on the site as on the date of filing of the present Application Form with the above mentioned authorities and pursuant to the approval(s) by the Company. Pursuant to the Application, the Phase 3 consisting of plots nos. T-1 & T-2 and Phase 4 consisting of plots nos. T-1A & T-1B. The company / partner has already obtained the completion certificate from the concerned competent authority. All the plans of the said Real Estate Project is already submitted. The Applicant is fully versed with all the amenities, specifications and plans existing on the said Real Estate Project. The Company / Partner has duly submitted its Application for the purpose of registration before the Real Estate Regulatory Authority and has also requested for approval for public viewing on the website www.rra.ap.gov.in in compliance with the said Rules in terms of Section 4 and 11 of the Real Estate (Regulation and Development) Act, 2016. The Applicant(s) hereby just undertake that his/her own and authorized the structural plan(s) provided by the Company / Partner on the allowed mode.

The Company / Partner has also displayed the correct plot, name and area along with the correct application duly approved by the competent authority in terms of Section 21 (4) of the said RERA Act on the Project website the Applicant(s) undertake and warrant that he / she own the land on the site and is fully satisfied with same.

I / We do agree to abide by all the terms and conditions, including terms and conditions relating to agreement of construction for plot lease and other charges, list of all charges as indicated in the Application Form and as contained in Applicant's letter to the Applicant for Sale / Site location and condition that I / We have applied for allotment of the above said (selling / buying) Unit / Apartment directly or through your authorized website agent (where applicable).

PERSONAL DETAILS FORM

I. SOLE OR FIRST APPLICANT

Mr / Mrs / Ms _____

S / W / D of _____

Age of the _____

Profession / Service _____

Residence _____

Residence Status - Resident Non-Resident Foreign National of India Origin

Know / See Permanent Account No. _____

Permanent Address _____

CORRESPONDENCE ADDRESS

Mr / Mrs / Ms _____

Resident of _____

Telephone No. _____ Mobile No. _____ Fax No. _____

E-mail ID _____

Office Name & Address _____

Designation _____

Signature of the Sole / First Applicant _____ Signature of the Co-Applicant _____



Official Photo No. _____ Email ID _____

(To be filled in case of a Membership Form)

Mr _____

Expt. Office _____

NAME: _____

Ms / Mrs / Mr _____

S/o, W/o, Da/o, M/o, X/o _____

Resident of _____

St. No. / Postcode _____ Office _____

Area _____ City _____

Email ID _____

Signature / Stamp _____ No. _____

2. SECOND APPLICANT (Co-Applicant)

Mr / Mrs / Ms _____

S/o, W/o, D/o _____

Date of Birth _____

Relationship / Service _____

Residence _____

Residence Category: Resident Am/Amateur's Foreign Resident of India

Address for Permanent Account No. _____

Permanent Address _____

CORRESPONDENCE ADDRESS

Mr / Mrs / Ms _____

Resident of _____

Telephone No. _____ Mobile No. _____ City _____

Email ID _____

Other Name & Address _____

Designation _____

Official Photo No. _____

(Please attach two selfies)

Signature of the Second Applicant _____

1. DETAILS OF THE UNIT / APARTMENT

100. Apartment No. _____, Store / Building Block No. _____, Floor _____, Phase _____
 Total Area _____ Sq. Met. (Approx.) _____ Sq. Ft. (Approx.) Covered Area _____ Sq. Met. (Approx.)
 _____ Sq. Ft. (Approx.) Covered Area _____ Sq. Met. (Approx.) _____ Sq. Ft. (Approx.)
 _____ Sq. Met. (Approx.) _____ Sq. Ft. (Approx.)

2. COST OF UNIT / APARTMENT

A. Cost Detail

COST OF UNIT / APARTMENT	RATE	Amount
(A) Basic Sale Price (BSP)	Rate _____ / Sq. Ft.	
Additional Parking		

B. Other Charges (Give their own sub-headers)

S.No.	CHARGE	Amount
1	STP of Rs. 20/- per sq. ft.	
2	Street Light of Rs. 0.20/- per sq. ft.	
3		
4		
5		
6		
7		
8		
9		
10		
		TOTAL
	Grand Total (BSP)	

3. BASIC SALE PRICE IS EXCLUSIVE OF THE FOLLOWING:

- a. Replicable charges including cost of water supply, sewerage, lift and other common charges
- b. Assessed City Council Charges, fire, pollution, water supply and other municipal charges
- c. Statutory water charges of full nature and rate. Miscellaneous charges
- d. Equal Shared Cost Committee and Developer's Development Charges
- e. Stamp & Transfer (including) charges
- f. STP charges for Sewerage Treatment Charges of Rs. 20/- per sq. ft.

Signature of the Sales/Proj. Assistant

Signature of Mr. G. K. Kulkarni

Rules

- a) Double day car parking means a limit on both parking spaces in a single night parking session.
- b) If the owner of the Apartment wishes to use his own car parking space then only the Double Day Car parking space will be available.
- c) If the owner of the car parking space is not available for any reason whatsoever then double day car parking space is also allowed by the Community / Residents.

2. IN CASE OF CANCELLATION OF UNIT / APARTMENT BUYING TO BE MADE AS DETAILS MENTIONED BELOW.

- i) Applicant's name _____
- ii) Spouse Name & Status _____
- iii) Account Number _____
- iv) BIC Code _____

3. ANY OTHER REMARK _____

4. DECLARATION
 I / We the Applicant(s) do hereby declare that my / our above particulars / information given by me / us and that all documents and nothing has been concealed from me / us and that this application form is not an affidavit and does not constitute any right in favour of the Apartment. This shall be considered as an Affidavit (swearing) Applicant(s) only.

Name _____

_____ Signature of the Spouse / For Applicant _____ Signature of the Co-Applicant

ANNEXE A
PROJET PLAN



FOR OFFICE USE ONLY

Marketing Office

Customer ID: _____

Name: _____

Signature: _____

Date: _____

1. Type of Unit / Apartment: _____ (Unit / Apartment No.) _____ Floor: _____

2. Building: _____

3. Total price payable for the Unit / Apartment No. _____

4. Payment Plan: _____

5. Payment via Cash / VISA / Debit / DD / Pay Order No. / RTGS / TRF No. _____

Down on: _____ to Rs. _____

(Down: _____ only)

6. Provisional Booking Receipt No. _____ Date: _____

7. Booking: Level: | | Through Date: (Month) | |

8. Sales Organizer's Name & Address, Along with Signature: _____

9. Any Other Details: _____

10. Check List for Marketing Office:

- i. Booking Receipt (Down: only)
- ii. Customer's complete filled copies of the application form
- iii. Photographs of the applicant
- iv. PAN No. & copy of PAN card (if applicable) from the SA
- v. The Customer's Memorandum & Minutes of Association and / or other copy of chart / plan / etc.
- vi. The Booking Form - possession of the Application and down payment
- vii. The Project Xerox of the plan / section / floor plan / etc. from DE / CMAL
- viii. The 50% Copy of Payment & Receipt from the CMAL
- ix. The Utility Charges (with VEDs / Auctors, water, fire, etc.) payment (with) SA / Marketing Office

Name of Sales Organizer

Received By

Checked By

V.P. / Marketing Officer

Signature

Signature

Signature

Signature

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR THE ABOVE OUTSTANDING UNIT / APARTMENT AT EXOTICA DREAMVILLE CONSTRUCTED BY THE COMPANY - PROMOTER AT PLOT NO. 01 - 01 / A, SECTOR - 14C, GREATER NOIDA, U.P.

The terms and conditions given below are hereby notified and are made comprehensively set out in the Agreement form given Agreement No. 1001, which upon execution shall supersede all previous documents. The Applicant shall sign all the things of this application in terms of the applicable provisions of the same.

DEFINITIONS & INTERPRETATION

APPLICANT

Means the person (s) who has applied for allotment of the said Unit / Apartment, whose particulars are set out in the Applicant Form of which has appended his / her / their signature as authentic sign of having agreed to the terms & conditions of this Application Form.

APPLICATION FORM

Means a form of the Application Form including payment form, specifications, plan, proposed schedule, standard conditions of allotment of the said Unit / Apartment as the form.

ALLOTMENT LETTER (WITH AGREEMENT) FOR SALE

Means an agreement confirming the booking of the Unit / Apartment by the Applicant / Promoter including the term and conditions as contained therein between the Company / Promoter and Applicant.

ALLOTTEE(S)

Means the person (s) whom the Unit / Apartment has been allotted, and whether as holder of beneficial or otherwise as provided by the person and whether the person who subsequently assigns the allotment through sale, transfer or otherwise to others is a possible assignee/beneficiary of the Unit / Apartment.

APARTMENT

Apartment shall mean a separate and self-contained residential premises comprising of the said Unit having self-contained kitchen, living room, bedroom, bathroom, etc. as per the Plan attached.

APPELLATE TRIBUNAL

Means the Appellate Tribunal constituted under section 22 of the Act.

APPOINTMENT ACT

Shall mean the Appellate Tribunal constituted under section 22 of the Act and the Appellate Tribunal constituted under section 22 of the Act.

ACT

- a. **Section 22** - Shall mean the section 22 of the Act.
- b. **Section 22** - Shall mean the section 22 of the Act, including the provisions relating to the appointment of the Appellate Tribunal and the provisions relating to the appointment of the Appellate Tribunal and the provisions relating to the appointment of the Appellate Tribunal.

3. It is understood that the right to use all existing fixtures shall be subject to repair and timely payment of Project maintenance & utilities, management bills and other charges as fixed from time to time.
4. The Applicant also agrees to comply with the Company's Policies on Hazard Free Maintenance Security (HMS) & EHS, particularly on safety or occupational health or protection, whatsoever in writing.
5. Along with the Maintenance charges, the Applicant shall also pay Sinking Fund @ 1% (one per cent) per month of the total cost and one year advance sinking fund shall be paid to the Accountant at the time of start of possession, which shall be used in the following manner:
 1. 30% for repairs as above subject to replacement and / or replacement and / or repair of the plant and equipment, of capital nature / fixed or non fixed nature, fixtures, electrical fixtures, etc. and for any major work thereof installed in the building and / or
 2. 40% for replacement of about 20% of the cost of concrete walls of the Project and / or
 3. 30% for repairs as above subject to replacement contingencies in future and / or for any and all other expenses which may be incurred in the course of Maintenance.
6. The Applicant hereby agrees that the Sinking Fund shall be used for the purpose of repairs and / or replacement of the plant, machinery and other equipment, etc. as provided by the Company. Payment to the full Project or residential blocks is subject to approval of the Project Management Office.
7. The 10% advance maintenance charge will be subject to the fact that all the above complete maintenance is provided under the EWA / ARAA, the Company, Developer and / or the sinking fund and the AMC or the EWA / ARAA along with facilities out of the Project to EWA / ARAA and / or other facilities as applicable.
8. No residential block or unit of sinking fund and AMC shall be operative till the Company / Developer / or the Applicant will give the Project maintenance works as their full responsibility and through the full cooperation of all concerned parties and terms and for the possible expenses, maintenance, work of various nature and / or other.

9. WATER SUPPLY

The Company / Developer has provided an independent water tap on the main Street (having Pressure) and the water will be provided to the said water tank.

10. ELECTRICITY SUPPLY AND POWER BACK-UP

1. The above mentioned connections are being made for the Project as per the approved / sanctioned layout and the drawings has been finalized through various orders to the Applicant through approved agencies. The Applicant shall not be entitled to request for the upgrade or amend for any / not shown in the Applicant Form till the time receiving final order from E & A authority as per the electricity supply agreement. There is no for electricity charges will be as per the rates of State Electricity Board which include fixed charges and charges, capacity charges and / or other rates. For all of various charges will be charged from the rate schedule of the E & A Board (Government) including municipal charges as applicable from time to time.
2. The Company / Developer has provided a stand by generator for Power Backup facility in the Project. However the Company / Developer agrees that power backup will be provided subject to availability for capacity up to 1 KW. After 1 KW the capacity will be provided at the cost of Applicant. It is however agreed by the Applicant that the availability of the said Power Backup facility shall be subject to regular servicing of the generator equipment. Applicant shall be liable for the cost of the generator and / or other equipment, parts and / or other.

and increased. Expenses arising with respect to these requests from the Grid Power Backup Facility is an additional feature.

4. The necessary load shall be calculated as per the following manner:

2 BHK 1251-1015	1	3 KVA
2 BHK 1233	1	6 KVA
3 BHK 1240	1	2 KVA
3 BHK 1205	1	6 KVA

4. Power back up up to 1 KVA shall be free of charge, but additional power back up shall be charged at Rs. 25000 annum (plus 10% increasing to 15% thereafter) per KVA capacity at the time of AC and first payment of the above said Grid Agreement, 50% tax applicable and for charges later.

7.11. Fees:

- Electrical installation / replacement / test, test / P.E.C. equipment, load testing shall be charged with all disconnection factor inclusive for 10000 P.A. and any other KVA capacity shall be provided. However, the utility (the necessary / Provision) to provide the load is per the Maximum Requirements of the Trust's own code.
- For first charge of the power backup (i.e. factory or 24 hours) shall be provided at the rate of after of possible depending upon prevailing prices of fuel. In addition to the Grid Agreement charges, the KVA rated load requirements charges shall be applicable for load and more than 20000 of the DC use.
- If the Applicant's design with the charges sent to the Company / Trustee / Agency or does not pay the same / any amount whatsoever the Company / Trustee / Agency shall have the right to withdraw the above load until further the charges are received and the Applicant's name shall not show any way in design, whether direct / independent from the Company / Trustee / Trustee's Agency / any other Company or body providing a loan. In this case the Applicant's name will appear Power Back up for its application / completion, if Applicant is in failure to pay application charges. Unapproved Power Backup Unit, under the Grid Agreement, for the Grid Power Backup Facility shall be owned and the Applicant shall equally pay / contribute share of cost, charge, expenses, etc. incurred by the Multistore Agency providing the same. In the Agreement it is stated that the Applicant shall not have any way in design, whether direct / independent from the Company / Trustee / any other Company or body providing the same in design / or otherwise the Trustee / Trustee's Agency or any other body providing the same.

11. PIPED NATURAL GAS:

- The Company / Trustee has provided the facility of Piped Natural Gas to the Project for the convenience of the Residents. However, the cost is not part of the specifications / design. The Applicant agrees to pay for the charges relating to installation / replacement / test of existing fittings through gas line in the building (and / Agreement is valid) such charges demanded by the gas supplier.
- The price of Piped Natural Gas and the maintenance of pipelines and usage charges shall be charged annually and the same shall be borne by the Applicant.

12. WIRE AND WARD SECURITY ARRANGEMENTS:

When wire work security arrangements are provided in the Project, Agreement by the Company / Trustee / Multistore Agency shall have a free hand to assist the utility of installing systems like the Project. However, if such work is not done as per the specifications, any liability of any loss up to the Company / Trustee / Multistore Agency's responsibility / insurance.

13. HANDING OVER OF MAINTENANCE TERMS / A.G.A.D.

This will be done as handing over the responsibility of the building to the PWB / A.G.A.D. as per the following terms: (i) common, private, public, underground and overhead main lines, the building equipment's with (except) doors, lights, fans, chandeliers, etc. from the Security Guard, its accessories and other parts falling under the common area work of maintenance will be handed over to the PWB / A.G.A.D.

Note:

1. All the on-site fixtures and fittings which are falling to the part of common parts shall continue to be the property of the Company. The same and all rights are reserved with the Company. Provision for the said items.
2. In case APPOINTMENT ACT is a mandatory to become the member of the RDA and upon formation of AOC, and the member of the A.O.A.O. shall fill the form of deed of appointment and to pay the membership fee / charges plus GST. In the application to join the Apartment Act that will formation of R.O.A.O. the maintenance services shall be deemed as not handed over.
3. After after taking possession the two lease deed and after taking possession of Unit / Apartment, the Applicant shall have the claim against the Company. Provision as regards quality of work, material, painting, construction, work of Unit / Apartment or any other ground whatsoever.

14. POSSESSION

That the offer of possession of the Unit / Apartment is hereby offered on **September, 2017** for phase I consisting of tower No. 1 & 2 and on **January, 2019** for tower 3 consisting of tower No. 7 & 7.5 in the said Project, subject to receipt of full payment of the dues, sale deed and other charges due and payable up to the date of possession according to the schedule plan as agreed to the Applicant at the time of booking of the Unit / Apartment. The said Applicant will have possession of the Unit / Apartment after complying the terms of the Non-Resident Form / Agreement Letter and Agreement for Sale which is attached herewith from the date of Occasional Certificate issued by the concerned competent authority for the said Unit / Apartment as per the RERA Act, 2016.

15. OFFER FOR POSSESSION OF UNIT / APARTMENT

1. The Applicant's possession of completed Unit / Apartment (hereinafter referred to "Offer for Possession") will be valid to the Applicant and to "the extent" of the said Unit / Apartment with commence from the date of the Offer of Possession. The said "Offer for Possession" is to take to facilitate the Applicant to communicate the exact date by which he/she may to any of duly appointed authority will be taking physical possession of the Unit / Apartment after complying with necessary formalities as obtaining "OC" from the Authority, Department of Urban & Planning, registration of sale deed and etc. The installation of sanitary work, such as gas kitchen and, water supply, drainage, electricals, final touch of work etc. will be done during the date "To be fixed" day which will take around 10 days minimum to an individual Unit / Apartment and the Applicant's time on these final installation shall be the time provided in the offer.
2. The offer being complied with the above mentioned clause 15.1 and after taking possession unit / or the execution and registration of the sale deed deed of the Unit / Apartment, the Applicant shall have the claim against the Company. Provision as regards quality of work, material, painting, construction, work of Unit / Apartment or any other ground whatsoever. Further the Company. Provision after handing over the possession of a particular Unit / Apartment shall have any responsibility towards maintenance of the building.

16. ADDITIONAL SPECIFICATION

That in case, the Applicant of the Unit / Apartment has some additional / extra specification of the said Unit / Apartment at the time of booking of the said Unit / Apartment, the Applicant shall have the right to modify / change / delete from the copy of said OC and / or deed of the Unit / Apartment.

17. HOLDING CHARGES

The Applicant agrees and undertakes to take possession of the Unit / Apartment and make payment of the interest due and payable in accordance with the offer of possession when the same is issued provided in the deed the Applicant shall be liable to pay to the Company and get the said / to be paid limit calculated within the prescribed period from the date of the said OC shall be charged @ 20% per ea. % of the Carpet Area for each unit which shall be Holding Charges which the Applicant agree to pay to the Company. Provision.

18. PENALTY OF DELAY IN POSSESSION

The Company / Promoter reserves the right of possession of the Unit / Apartment as provided the agreed date of Offer of Possession is given in the Agreement Letter and Agreement for Sale that is to facilitate the Company / Promoter. The applicant shall be liable to pay interest @ 12% per annum on the amount reserved in the offer period of the Offer of possession if issued in the Applicant.

18. DEFECT LIABILITY PERIOD:

That there will be defect liability period of five years as per terms of The Real Estate Regulation and Development Act, from the date of the possession. The defect liability shall be limited to the defect in construction i.e. structural, housing, cracks in plaster masonry and general wear and tear, shall not be considered as defects. Defect liability shall not cover furniture, electrical work or damage resulting from wear, food, straight fire, systemic waterfalls or any other damage, etc. The defect liability is not applicable on the bought or built-in items of which are covered under warranty & manufacturer themselves. However, in the event of repairing problems with the bought or built-in items, The Company / Contractor shall co-operate with the Applicant/ Occupier in the same.

Disclaimer: - Applicant agrees and undertakes that he will satisfy himself about the quality & workmanship of the said Unit / Apartment at the time of taking handover of the said Unit / Apartment. If the Applicant of the Unit / Apartment makes any type of change in the interior of the Unit / Apartment or takes any services from the third party upgrade the Unit / Apartment and if due to that any defects arise then the said defect liability shall be void and station void.

19. FEASIBILITY:

1. That the Applicant, if availed outdoor parking, shall be fully responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA) and / or all other necessary provisions as laid down and notified by Government or concerned Regulatory Authorities from time to time, including those relating to payment requirements for acquisition of immovable property in India. The Applicant shall also comply the relevant Section in the relevant / Foreign local applicable laws, if necessary.
2. In case of any / Applicant, in observance of the provision of the Foreign Exchange Management Act, 1999 and other laws of the Republic of India shall be responsibility of the Applicant(s).

20. GENERAL RIGHTS AND OBLIGATIONS OF THE APPLICANT(S):

1. FIRE SAFETY

That it is the responsibility of the Applicant(s) to take the necessary measures in the Unit / Apartment for fire safety. The Applicant(s) shall be liable for any damage or loss to local authorities / Government fire services, which includes or includes or any charges or any penalties or any other expenses, if the Applicant(s) is/are not complying with the Company / Promoter's / Developer's / Builder's / Contractor's / Vendor's / Supplier's / Service Provider's / Consultant's / Engineer's / Architect's / Surveyor's / Valuer's / Appraiser's / etc. / All these shall be taken into account in the charges of the Applicant(s).

2. EXPRESS RIGHTS

1. The individual possession of the Unit / Apartment shall be given to the Applicant(s) only after completion of the work as mentioned. The Applicant(s) shall get the full and complete possession of the built up area of the Unit / Apartment and shall be entitled to use the remaining part of the building / Plot and areas there-into of use and vacant and rights in the common areas, balconies and building facilities including: Terrace, All the common areas etc. / In part and common facilities & services including: power / water supply, water supply, sewage, etc. / The Applicant(s) shall be liable for the cost of the work for the use of possession of the individual Unit / Apartment after receipt of the documents and shall be liable for the Unit / Apartment including water, gas, electricity and telephone etc. / In part and common areas and any other amenities which may be provided.
2. In respect of water, electricity, gas, fire, lift, etc. / Applicant(s) shall be liable for the cost of the work for the use of possession of the individual Unit / Apartment after receipt of the documents and shall be liable for the Unit / Apartment including water, gas, electricity and telephone etc. / In part and common areas and any other amenities which may be provided.

3. ENTRY & RESTRICTIONS

It is in the interest of the Applicant(s) to have the necessary agency for effectively carrying out Unit / Apartment and the project work and shall be the responsibility of the Applicant(s) to have the necessary agency for the project work and shall be the responsibility of the Applicant(s).

4. FINANCE AND INSURANCE

1. That the Applicant shall not allow or permit any debt (such as dues, fees, taxes etc.) to become arrear in the common area, clubhouse, pool etc. or to be encumbered in any way and property of the other is encumbered in any way.
2. That the Applicant shall not use the Unit / Apartment for any other activities, as are likely to cause nuisance or disturbance to other occupants of the Project or those activities which are illegal for the structure of the building or the local authority.

5. LAUNDS AND OTHER COMMON AREAS

That the pool, gymnasium and other common areas shall not be used for conducting personal business such as business, hobby parties etc. If any common space is provided in any Unit for sporting meetings and pool laundry, facilities shall be used only for that purpose.

6. PERMITTED USE

The Applicant shall always use the Unit / Apartment for residential purposes only and shall not store any goods or furniture or contents thereof or other things which cause damage to the structure and / or the safety of other occupants or the equipment in the Project as per the Unit / Apartment for any activity which may be considered as a nuisance from the Unit / Apartment for any individual or group activity.

7. MUTUAL SECURITY

It is hereby understood that the mutual security of the Unit / Apartment shall be the sole responsibility of the Applicant.

8. UNIT'S / APARTMENT'S INTERIOR MAINTENANCE & INSURANCE

1. That the Applicant shall carry out all the maintenance and repairs of the Unit / Apartment (as per the list of items of the Unit / Apartment) shall be the responsibility of the Applicant and the Applicant's / Tenant's shall carry any cost for such work for any damage or loss sustained on account of any neglect or omission of the Applicant / Tenant's / Contractor / Insured by the property.
2. That the Applicant shall along with the common insurance part of the building shall be covered under appropriate fire / fire / theft and all against the fire, earthquake etc. the Contractor / Tenant shall carry out the maintenance of a particular Unit / Apartment shall be no way be responsible for safety liability etc. of the structure. The Applicant shall pay all charges towards insurance either by him / her / them individually or through society collectively. The charges towards insurance of the building, fire and the Contractor / Tenant shall be the same for all units located and charge the Unit against the same for the Applicant's or Tenant's.

9. SIGNAGE

That the Applicant shall not display any name, address, telephone, advertisement, usual, etc. on the external facade of the Unit / Apartment / (as per the list of items).

10. ALTERATIONS IN THE UNIT / APARTMENT

That the Applicant shall not make any such alterations or additions in the Unit / Apartment as to cause blockage or obstruction in the common areas and facilities within the Project and / or to cause any structural damage to the building or any part thereof or any other construction within and outside the Unit / Apartment or cause any nuisance from the Project and / or the structure of the building / or the Project. That the Applicant shall not do any structural or any alterations in the Unit / Apartment or any portion of the common area or cause any other construction in the Unit / Apartment without the prior written and consent of the Contracting / Promoter of the local authority in which it is located. The Applicant, however, understands that he / she / they shall not make any alterations in the Unit / Apartment. If any member of the Applicant shall be charged the same and made of a substantial fine / for the Unit / Apartment.

11. CHANGE OF RESIDENT

That the Applicant if needed by the promoter of the building shall submit a bill / proposal with one set of copy to the Contracting / Promoter provided the Applicant has paid at least 50% of the total consideration or deposit of the Unit / Apartment of the Contracting / Promoter who may or may not withdraw pending the payment of such condition of the project and / or the building.

12. NO OUES CERTIFICATE

That the Applicant shall not obtain, transfer, sub-lease or sub-let possession of the Unit / Apartment without a 'No Oues Certificate' from the maintenance agency appointed by the Company / Developer/ the Assoc- es/Trustee/Trustee.

13. URBAN TRADES APARTMENT PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE ACT, 2009

That the Applicant/ Undertaker is/ shall be, at all times, past and future, and the heirs of Government or institutions including IEP, Department of PWD Act, 1973 and State Financial Institutions Act, 1971 (as amended) and Maharashtra Act, 2009 and other laws applicable and/or in force, including the Urban Trade / Apartment / Project and as amended from time to time. That the Applicant is also not bound to 2016 by a law, rule and regulations of the Real Estate Regulation and Development Act, 2016 (hereafter referred to as 'RERA Act') in case of anything which is not covered under the RERA Act then the IEP, Government, Financial Institutions, Government and Maharashtra Act, 2009 shall be applicable and binding on the Applicant.

14. REGISTRATION OF ADDRESS

That in case of any Member, all correspondence regarding notices etc. shall be sent by the Company / Promoter the Applicant whose name appears in the Unit / Apartment deed at the address given by the / her / him / them shall be all notices (notices) to be sent to all the Applicants and no separate communication shall be sent to the other Unit / Apartment. It shall be the sole responsibility of the Member to attend and acknowledge about any communication at the Co-Apartment as the respective responsible will belong to the other named Applicant. That be the responsibility of the Applicant to inform the Company / Promoter by Registered A/F post or Speed Post in the Company Office of the Company / Promoter at H-11, Sector - 03, Gurgaon - 122001, U.P. about all address changes in his address if any, being which all notices, notices and letters issued at the address registered will be deemed to have been received by him / her. Information of change of address shall not be accepted if possible given by hand or by email.

15. FURTHER PAPERS, APPLICATIONS, AND DECLARATIONS ETC

That the Applicant shall from time to time sign all applications, forms, documents, memoranda, agreements and other papers, notices as required, if necessary and on at the address above mentioned as the Company / Promoter in order to safeguard the interests of the Company / Promoter and other Unit / Apartment Owners. In the event the Applicant must comply with all requirements in accordance with applicable laws, rules, regulations, in accordance with the provisions of the Act, 2009, 2016, 2017 and sign all notices, applications, forms, affidavits, affidavits etc. respectively and all other documents, forms, notices, notices etc. as required.

16. OWNERSHIP RIGHTS

That the Unit is not intended to be mortgaged or encumbered by the Company / Promoter. That the Unit is not to be mortgaged or encumbered and the Applicant shall not be allowed to mortgage or encumber the Unit. In case of any mortgage or encumbrance in respect of the Unit, the Applicant shall be liable to pay the same to the Company / Promoter. That the Unit shall be free from all mortgages, loans, charges, encumbrances and liabilities by the mortgagor Applicant to the Company / Promoter. It is further clarified that the Company / Promoter is not liable to accept any Unit / Apartment of the Company / Promoter. That the Unit shall be free from all mortgages, loans, charges, encumbrances and liabilities by the mortgagor Applicant to the Company / Promoter. That the Unit shall be free from all mortgages, loans, charges, encumbrances and liabilities by the mortgagor Applicant to the Company / Promoter.

17. REPRESENTATIONS AND OBLIGATIONS OF THE COMPANY / PROMOTER

1. The Company / Promoter shall represent to allow the Applicant to hold possession of the Unit / Apartment and enjoy the use of the Unit / Apartment including any common area / amenity / facility for the Unit / Apartment and to use the same in a lawful manner.
2. That the Company / Promoter shall be responsible for providing, installing, repairing, maintaining and for the Unit / Apartment, water, sewer, gas, electricity, telephone, internet, cable, and other services and facilities. However, the Applicant shall be responsible for the Unit / Apartment, water, sewer, gas, electricity, telephone, internet, cable, and other services and facilities. That the Company / Promoter shall be responsible for providing, installing, repairing, maintaining and for the Unit / Apartment, water, sewer, gas, electricity, telephone, internet, cable, and other services and facilities. However, the Applicant shall be responsible for the Unit / Apartment, water, sewer, gas, electricity, telephone, internet, cable, and other services and facilities.

18. LOANS / MORTGAGE

That the Unit / Applicant / owner is not to be used as a security for any loan or mortgage or financial institution. That the Unit / Apartment shall be free from all mortgages, loans, charges, encumbrances and liabilities by the mortgagor Applicant to the Company / Promoter.

3. That the Applicant agrees and understands that the Unconstrued sum is being paid by deducting the same from the Company but charged the lumpsum amount against that said Unit. However, the Project and the sum attached with the same were conceptualised many years ago and many Units have already been handed over to the residents with the attached Services wherein the cost of the services has already been calculated. Charges on Super Built-up Area units therefore the same cannot be differently charged from the new U, including the Unit under sale. The Applicant agrees and understands that as such gives his no objection to same being charged accordingly.

24. GENERAL:

1. Concerning some circumstances which may arise in future from the Company / Promoters there is change in the said E conditions such condition as may be notified will not be bound by a part of the application.
2. That if a lease deed / sub-lease deed is executed and registered the Company / Promoter shall continue to be owner of said Unit / Apartment and also the Construction thereof and this application form shall not give to Applicant any right or title or interest therein even though all payments have been received by the Unit / Person.

25. ALL TAXES AND LEYS:

1. In addition to, as mentioned in Form 1 for the Government of Uttar Pradesh to any other authority with a view to recover the cost of development with regard to State / National Highways, Canals, irrigation, drainage, or electric or gas supply, any artificial lighting, bus, roads, drains etc. or otherwise incurred or partly borne either wholly or in part up to the year 2014, the Applicant agrees to pay the same either direct or through institution as fixed by the Company / Promoter, whichever is the same by the Company / Promoter, provided that no amount is payable by the Company / Promoter in this regard till such time that the charges are levied on any one from purchasing such unit. The Applicant and his / her name shall be entered in the list of contributors from the date of this Applicant's filing.
2. Further there is any future tax / Property tax, Water tax, Sewer tax, Wealth tax, GST / Tax, Green, Gas, Electricity, Children, Land, Sales tax, Piggy Tax, Motor Cars, VAT, EE, PE and Special Cell and any kind of whatever nature of and development charges of the land of the Project, whatsoever in the future and other charges, whether it is leviable now or in future imposed by any local authorities, State Government, Central Government or local or any body or person or any other authority shall be payable and attributable to the Applicant's Person or a co-applicant, Government / Society or other local authority solely the Applicant's. And pay the same as per provisions there of.

26. INSPECTION OF UNIT / APARTMENT AND CONSTRUCTION:

That the Applicant and his / her / his family members have a right to visit and inspect the building / Unit / Apartment on the basis of construction for which applying this right the Company / Promoter shall not be held liable for any loss / damage or any other expenses incurred due to such visit if any, all losses of any accidents that may occur at the construction of the Unit / Apartment or absence of construction, jointly or the other party is the construction is Applicant's or his family member's construction. Applicant's.

27. NOTICE:

All notices or other communications to be given or received by the Parties to the other shall be sent by Registered post / delivery or registered post / courier or by the at the address shown here above or such other address as may be notified by Applicant's name. Above and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours by hand by courier mail.

28. SILENCE OF APPLICANT ON UNIT / APARTMENT:

That the Applicant & Co Applicant (if any) will have no say or voice in the sale / Agreement and in carry of such sale or if their holding will continue only after obtaining a certificate regarding the legal form of the proceeds from the application itself and a No Objection Certificate from the Bank, a valid a plan, finally in possession and provision of dispute and interest.

Waiver from the OADR without delay. The above-mentioned conditions, if so applicable, will not absolve the obligation of the Applicant to open legal proceedings in the country of the Commission towards the Govt. Agreement or service providers (as and when required) if the Applicant/ legal counsel fail to fulfil their obligations or compliance with the terms and conditions of the contract (including the contract plan) from the Company. Further shall be where it might be deemed the Applicant and subject the necessary-conditions if any after making applications as a national benefit. For the extent of an above-mentioned clause of an Applicant shall be mandatory and enforceable by law and shall be enforceable through the relevant court/judicial authority.

21. SEVERABILITY OF PROVISIONS

Enforceability of this Applicant from a particular jurisdiction (state, legal or otherwise) in any respect shall not affect the validity, legality and enforceability of the remaining provisions that are in any way affected or impacted thereby. In such case, the parties shall mutually agree in a good faith negotiation or instead the provisions remain valid, legal or enforceable. It shall be deemed that, as an amended agreement, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties as reflected herein with respect to the matter in question.

22. ARBITRATION

All disputes of all disputes whatsoever arising or connected with the booking / reservation of the Govt. Agreement, the purchase of the contract shall be referred to a sole arbitrator to be appointed by the OSDA WESTERN LTD. The said booking / purchase is subject to arbitration by the designated committee of arbitrators appointed by the OSDA and the location of the arbitration will be final and binding on all the parties. The arbitration proceedings shall be held in the city of Kuala Lumpur, Malaysia. The Arbitration and Conciliation Act, 1996 or any existing amendments / modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Malacca and the court, subordinate to it shall have jurisdiction to enforce award arising out of the arbitration and for conducting this application form.

23. GOVERNING LAW

This and Applicant's undertakes to abide by all the laws, rules and regulations in any law as may be made enforceable on the contract Agreement.

THAT THE FOLLOWING DOCUMENTS ARE ANNEXED HERETO WITH WHICH ARE ALSO BEING THE PART OF THIS APPLICATION FORM:

- 1. Payment Plan
- 2. Term Sheet
- 3. ...

I/we have fully read and understood the terms and conditions, including terms, dates, amount and benefits of the Lower Debt United OADR 2010 issued in favour of the Treasury. I/we hereby agree to all that for binding purposes.

Signed on behalf of
OSDA HOLDINGS & INFRASTRUCTURE PROJECTS PVT. LTD.

(Authorized Signatory)

...from the fact, however, if any. The above stated circumstances, if so occur, will not take the obligation of the ...
...in making payment of the contribution towards the ...
...in the event of the ...
...including the ...
...deductions in ...
...shall be ...

ANNEXOTE - B

Specification Sheet

ANNEXURE - C