Application No……. Dated……

To,
M/S CIVITECH BUILDCON PVT. LTD.
CIVITECH HOUSE,
H/71, Sector-63,
GNIDA (U.P.)

Dear Sir/Madam,

I/We hereby request Civitech Buildcon Private Limited. (Hereinafter referred to as the 'Company') to book/register my/our expression of interest ("EOI") for provisional allotment of shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area in **"CIVITECH SANTONI" (UPRERA NO…….) commercial Complex being** developed by **Civitech Buildcon Pvt. Ltd.** at Plot **No. C-1B, Sector-16B, Greater NOIDA (U.P.),** as per the details and the payment plan mentioned herein after.

I/We hereby remit/submit an earnest money of Rs._____ (Rupees _____ _____ Only) vide Cheque/Draft No.(s)_____, Dated _____, drawn on _____ in favour of "**Civitech Buildcon Pvt. Ltd.".**

I/We hereby agree that in the event "**Civitech Buildcon Pvt. Ltd**." agrees to provisionally allot shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area , I/We shall pay further installments of sale price and all other dues as agreed by me and as stipulated/demanded by the company in accordance with mode of payment agreed upon in this Application and the Allotment Letter as explained to me/us by the company and understood by me/us.

WHEREAS as the Company Civitech Buildcon Private Limited was allotted land by Greater NOIDA Authority (A Body corporate constituted under U.P. Industrial Development Area Act, 1976), on leasehold basis under scheme letter bearing No. GNIDA/Prop/Commercial 3279 dated 14-10-2015 has allotted for Commercial Builders Plot No. C-1B, Sector-16B, Greater Noida.

WHEREAS Lessor GNIDA granted permission vide its letter commercial/2019/ 2834 dated 04-06-2019 for tripartite sub-lease deed of sub-divided Plot C-1B, Sector-16B, area admeasuring 15089 sq.mtr. in favour of M/s Civitech Buildcon Pvt. Ltd. allotted to M/S Civitech Buildcon Private Limited vide allotment No. CBP-IV00011.

AND WHEREAS the Company has taken over physical possession of the said Plot on 01.08.2019, after executing the sub-lease deed dated 31.07.2019 and got it registered with Sub-Registrar Sadar, GNIDA on dated 01.08.2019 vide A.D. Book No.1, Volume No. 33543 from pages 31 to 91 , and bearing document No.25429 and Company got construction plan sanctioned vides sanction letter bearing No. PLG/BP/SM-30-sept-22/15716 dated 10.04.2023

AND WHEREAS, the Company has offered to sell/lease out shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area described herein below in the aforesaid Civitech santoni

CIVITECH BUILDCON PRIVATE LIMITED **ALLOTTEE/S**

CIVITECH BUILDCON

Complex to the applicant(s) on the terms and conditions as stated herein and the Allotment Letter.

I/We have read and understood the terms and conditions of this Application and Allotment Letter and agreeable to the same. I/We acknowledge that the company has provided all the information and clarifications as sought by me/us. I/We have also relied on my/our own judgment and conducted enquiry before deciding to purchase the said shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area. I/We have not relied upon nor is influenced by any Architects' plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description of physical condition of the said Complex/ shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area.

I/We have applied for allotment of the said shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area and is fully aware of limitations, restrictions and obligations of the company in relation to and in connection with the development/construction of the said **Civitech Santoni** and have also satisfied myself/ourselves about status/title/interest/right of the company over the land on which the said shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area in the said complex is being developed/constructed and have understood all the constraints of the company in respect thereof. I/We confirm that no further inquiry in this regard is required by me/us. I/We confirm that this application is irrevocable and cannot be withdrawn. I/We understood that the final allotment of the said shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area units is entirely at the discretion of the company.

I/We understood that allotment is purely on tentative basis and the company may its sole discretion decide not to allot any or all the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area units in the said complex to anybody or altogether decide to put at abeyance to the project itself, for which I/We shall not have any right to raise any dispute and claim. I/We shall not have any right/title/interest on the acceptance of the Application and receipt of the booking amount by the Company with this application from me/us.

I/We further agree to pay the installments of basic cost and all allied charges as stipulated/demanded by the Company and/or as contained in the payment plan opted by me/us. I/We further agree that in case we fail to pay the amount on time as agreed in the payment plan, the company within their rights will cancel my/our allotment and the initial booking amount (i.e. 10% of total cost of the Shop/commercial units shall be forfeited by the Company as earnest money .

ID NO.

PERSONAL DETAIL FORM

SOLE/First Applicant _____

S/W/D/of _____

Permanent Address _____

_____

Correspondence

CIVITECHBUILDCON

Address _____

_____

Telephone: _____ Mobile _____ Fax _____

E-mail: _____ Date of Birth _____

Commercial Status: ☐ Resident ☐ Non-Resident ☐ P/O ☐

Nationality:_____ PAN NO._____

Occupation:Govt. Servant ☐ Self Employed ☐ Private Sector ☐ Professional ☐ Others ☐

Office Name: _____ Designation _____

Office Address: _____

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

CO-APPLICANT

Co-Applicant _____

S/W/D/of _____

Permanent Address _____

_____

Correspondence Address

_____

_____

Telephone: _____ Mobile _____ Fax _____

E-mail: _____ Date of Birth _____

Commercial Status: ☐ Resident ☐ Non-Resident P/O ☐

CIVITECH BUILDCON

Nationality:_____ PAN NO._____

Occupation: Govt. Servant ☐ Self Employed Private Sector ☐ Professional ☐ Others ☐

OfficeName: _____ Designation _____

Office Address: _____

DETAILS OF THE SHOP/CAFÉ/ KIOSKS/ OFFICE/MEETING ROOMS/ MULTIPLEX SCREENS/UTILITY AREA REQUIRED FOR PROVISIONAL ALLOTMENT

(1) DETAIL OF UNITS

i) Name of the Complex : "**Civitech Santoni"**

ii) shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area to be sold: _____

iii) Floor : _____

iv) Super Area/covered area: _____Sq.Ft/Sq.mt

(2) COST

i) Basic Sale Price (BSP) @ Rs: _____ Per Sq. Ft.

ii) PLC : a. Floor PLC : _____
b. Green/Road PLC : _____
c. Corner PLC : _____

iii) One Time Lease Rent : _____

iv) **One Year Maintenance charge @** : _____

v) Power Back-up Charges : _____

vi) Interest Free Maintenance Security (IFMS) : _____

vii) Sinking Fund @ rate : _____

Total Rs: _____

Viii) GST : _____

Grand Total Rs : _____

Civitech Buildcon Private Limited

CIVITECH BUILDCON

Applicant/Allottee/s

(Authorized Signatory)

GST is Chargeable as per current rules at the time of payment.

PAYMENT PLAN: Down Payment Plan :( ) Construction Linked Plan: ( ) Special payment Plan: ( )

Check list for receiving officer:

1. Booking Amount by Cheque/draft(s). (No Out station cheques will be acceptable).
2. Customer's Signature on all pages of the Application form.
3. PAN No. & Copy of PAN card/Undertaking Form No.60.
4. Address Proof: Copy of Passport/Voter ID/Electricity Bill.
5. For Companies: Memorandum of Articles of Association including Incorporation Certificate and certified copy of Board resolution.
6. For Foreign Nationals of Indian origin: Passport Photocopy/Fund Form NRE/FCNR A/c.

BASIC PRICE DOES NOT INCLUDE:

1. Registration Charges, cost of stamp papers, documentation, official fees and other informal charges.
2. All additional items such as Installation charges for Power back-up and monthly usage charges of facilities/services.
3. Sinking Fund as decided by the Company.
4. One Time Lease Rent Charges.
5. All rights on terraces, basement, stilts, open spaces etc. shall vest with the Builder/Company unless allotted separately.
6. Taxes, impositions of levies or duties, service tax as applicable and any other taxes, imposed by the local authorities for the sale of the said Shop/commercial unitsand any charge in Govt. taxation or levies will be charged extra.

07. Any other charges as referred in the Allotment Letter.

CIVITECH BUILDCON

THE COMPANY **ALLOTTEE(S)**

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF A COMMERCIAL UNITS IN "CIVITECH SANTONI" (UPRERAPRJ……2)AT **PLOT NO.C-1B SECTOR-16B, GREATER NOIDA, U.P.**

The terms & conditions given below are tentative and of indicative nature with a view to acquaint the applicant with the terms & conditions are comprehensively set out in the Allotment Letter which, upon execution, shall supersede the terms and conditions set out in this application.

That for all intents and purpose and for the purpose of the terms & conditions set out in this application, singular includes plural and masculine includes the feminine gender.

1. The Applicant has applied for registration for provisional allotment of a Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area in the "**Civitech Santoni**" being developed by **Civitech Buildcon Private Limited**.

2. The Applications is to be accompanied with the registration amount/earnest money payable shall be 10% of the cost of shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area (BSP) as per payment plan by **A/c payee cheque or draft favoring Civitech Buildcon Private Limited** payable at**NOIDA/New Delhi**. No outstation cheque/draft shall be accepted. However, if the amount paid by the applicant is less than 10% of the cost of shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area units then this Application shall not be accepted for the Allotment. If applicant intend to withdraw its application before allotment of shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area , in such situation Rs.100,000/- shall be deducted from the application money on account of administrative charges ,cost of stationery and balance amount is return without any interest within 45 days from the date of withdrawal.

3. The final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject an application without assigning any reason thereof.

4. The layout plan of the entire Complex as drawn by the company is tentative and is subject to change as per technical requirement/feasibility, if deemed necessary by the Company or as may be required by the regulatory authorities/competent authority. The company may affect or if so required by any regulatory authorities make suitable alterations in the layout plan. Such alternations may include change in the area of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area, floor, block, number of Units/shops, location . In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Company's shall be final and binding on the Allottee(s). Further, if there is any increase/decrease in the super area of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area/ / units or an Shop/commercial units becomes preferentially located, revised price shall be payable/adjustable at the original rate at which the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area

CIVITECH BUILDCON

has been booked for allotment. Further, the company reserves the right to suitably amend the terms and conditions as specified herein.

5. Areas in all categories of shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area may vary up to 3% but the cost of shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area will remain unchanged. Any change over and above 3% shall be adjusted on pro-rata basis. It is also agreed that the Builder/Company may make such changes, modifications, alterations and additions there is as may be deemed necessary or may be required be done by the builder/company, the Govt./development authority or any other local authority without any specific consent of the Allottee(s).

6. The Applicant agrees that he shall pay the price of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area and other charges on the basis of super-built-up area of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area, which comprises of the built up area/covered area of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area units including area under periphery walls and columns etc. proportionate share of common areas within the complex like Staircase, lift area, mumties, common lobbies and passages on all floors and the proportionate share of common service areas in the complex. If there is any increase/decrease in the final super-built-up area, then necessary adjustment will be made in the price of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area units based on Original rate at which the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area units was allotted.

7. All Taxes and statutory levies presently payable in relation to Land comprised in **'CIVITECH SANTONI'** have been included in the price of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area. However in the event of any further increase and/or any fresh tax, GST , cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Allottee(s) on pro-rata basis. Any charges on account of external electrification as demanded by GNIDA Authority or any competent authority shall also be additionally payable by the Allottee(s).

8. The timely payment of the installments as per the Payment Plan shall be the essence of the Application as well as Allotment. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the Lease Deed. The default in making timely payment by allottee authorized developers to compound accrued interest into principal amount on half yearly basis and charge interest thereupon as per terms and conditions of sub-lease deed executed between GNIDA and Company. In case, at any stage, the intending Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him, the company may on its discretion to forfeit the booking/registration amount or the Earnest Money, as the case may be. However, in case the intending Allottee(s) fails to pay any installment(s) with interest within 45 days, from due date for such payment or two consecutive demands whichever is earlier, the company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money/Registration Amount and the intending Allottee(s) shall be left with no right or lien on the said Shop/commercial units or any part of the Land/Complex. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company without any interest after adjustment of interest accrued on the delayed payments, if any, and/or any other charges dues from the intending Allottee(s).

CIVITECH BUILDCON

The delay in payment of installment shall entail interest @ rate Prime Lending Rate (PLR) plus 2 percent or at the rate specified in the Rules for time being in force. Further, in the event of committing 2 consecutive defaults in making timely payment as per payment schedule the allottee shall loss its right to claim damage/compensation in case of delay in possession as committing default in making timely payment is contributory to delay in possession.

9. (a) The Company shall endeavor to complete the construction of the Shop/commercial units within a period specified before UPRERA, subject to timely payment by the Allottee of installments and other charges when due and payable or demanded by the Company. The company on obtaining completion certificate/certificate of occupancy and use from shall hand over the Shop/commercial unitsto the Allottee subject to the Allottee having complied with all the terms and conditions of the Allotment Letter.

10. (b) The Applicant agrees that the development of the Complex is subject to force majeure conditions which includes delay for any reason beyond the control of the company like non-availability of building materials and/or labor problems and/or enemy action and/or natural calamities and/or any Act of God and/or in case of delay in possession as a result of any notice, order, rule, notification of the Government/public/competent authorities, delay in issue of completion certificate/occupancy certificate, water/electric power supply connection or any other reason beyond the control of the Company including force majeure and in such an event of the Company shall be entitled to reasonable extension of time without the Allottee being entitled to claim compensation of any nature whatsoever for the period of delay.

11. No separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee to make the payment on or before the due dates. If any installments as per payment schedule is not paid within due date, the Company shall charge interest @PLR+2%per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 45 days, the allotment shall automatically stand cancelled at the sole discretion of the Company and the amount deposited by the Allottee the earnest money being 10% of the Basic Sale Price (BSP) will stand forfeited the balance amount, if any shall be refundable without interest after 45 days of cancellation of allotment. However, the company may, at its sole discretion, condone the delay in payment exceeding 45 days by charging interest PLR +2% p.a. and restore the allotment in case the allotted Shop/commercial units has not been allotted to someone else. Alternative Shop/commercial units, if available may also be offered in lieu. Time is essence with respect to the Applicant's obligation to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment Letter to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant under the Allotment Letter, it is clearly agreed and understood by the Applicant it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant as per the schedule of Payments or obligations to be performed by the Applicant. However the Company may without prejudice to its rights in its sole discretion, waives its right to terminate the Allotment and enforce all the payments and seek specific performance of this Allotment in such a case. The parties agree that the possession of the

CIVITECH BUILDCON

Shop/commercial units will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc. along with interest by the applicant to the satisfaction of the company.

12. Subject to the restriction and limitations in the GNIDA Lease Deed, the intending Allottee(s) may at its option to raise finances or a loan for purchase of the Shop/commercial units. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Allottee(s) in the event, the Allottee(s) loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan the intending Allottee shall be liable for consequences including cancellation of the allotment.

13. The Allottee shall comply with legal requirements for purchase of immoveable property wherever applicable, after execution of the Allotment Letter and sign all requisite applications, forms, affidavits, undertakings etc. required from time to time for purchase of said Commercial Shop/commercial units.

14. On completion of Shop/commercial units and receipt of full consideration and other charges, if any payable by the intending Allottee(s), a tripartite sub-lease deed shall be executed in favour of the intending Allottee(s) on the format approved by the GNIDA. All expenses towards execution of the said sub-lease deed shall be borne by the Allottee(s).

15. In case the applicant, desires for cancellation before the allotment, has to pay Rs.100,000/- (Rupees Twenty Five Thousand Only) per Shop/commercial units whose booking so cancelled, as File Charges & Administration Charges. It may be agreed to, though after allotment 10% of the basic price of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility, shall constitute the earnest money, will be forfeited and balance if any, refunded without any interest after the resale of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility.

16. The Allottee shall also be required to pay requisite charges as fixed by the Company for Power Back-up Charges, Electric Meter, Sinking Fund, Admn. Charges and all other such charges as may be fixed by the Company.

17. The intending Allottee shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility) in the Complex as determined by the company or its nominated agency.

18. In case the Allottee desires, transfer of allotment/ownership of a Shop/commercial units, before registration/possession, a transfer fee of 4% (four percent only) of the total sale price or as prevailing at the time of desired transfer shall be payable by the Allottee(s). Transfer of allotment/ownership shall however be permitted only after one year of booking or 50% payment of the shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility units whichever is later.

CIVITECH BUILDCON

19. In case the project of construction of the complex is abandoned for any reason beyond the control of the Company, the amount paid by the Allottee(s) will be refunded without any interest within one year of its being abandoned.

20. All natural products such as tiles, marble stones and wood etc. may have slight variations in texture color and behavior and may have surface cracks.

21. In case of any dispute or difference arises between the parties with regard to the terms and conditions of this Application or relating to the interpretation thereof, the same shall be resolved by mutual discussion failing which the aggrieved party shall move to the court of law of proper jurisdiction in Gautam Budh Nagar, U.P. for the necessary relief(s).

22. The allotment, if and when made by the Company, pursuant to the accompanying Application shall be purely provisional and further be subject to the terms and conditions restriction and limitations contained in the Lease Deed to be executed by GNIDA in favour of the Company and the intending Allottee having read and understood the same has applied for the allotment and has undertaken to abide by those terms and conditions restriction and limitation etc.

23. That in case, the intending Allottee(s) makes any payment to any of the person/company, except Civitech Buildcon private Limited against his booked shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility units, then the Allottee will be solely responsible & liable for the said payment.

24. This application is subject to a lock-in period of thirty (30) days from the date of signing of this application form and after thirty (30) days this application shall automatically be rejected, if allotment is not done with sole discretion of the Company.

25. The Allottee(s) has understood that the rights of ownership of land(s), facilities and amenities other than those within the Complex in which the Shop/commercial unitsis located and the common areas shall vest solely with the Company which shall have the sole right and authority to deal in any manner with such land(s) facilities and/or amenities.

26. The intending Allottee(s) has fully satisfied himself about the interest and title of the Company in the said plot of land/ Civitech Santoni Complex.

27. I/We have fully read and understood the above-mentioned terms and conditions and agreed to abide by the same. I/We understood that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and conditions as comprehensively set out in the Allotment Letter which shall supersede the terms and conditions set out in this application.

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

CIVITECH BUILDCON