

DRAFT

APPLICATION FORM

APPLICATION FORM FOR BOOKING OF RESIDENTIAL FLAT/UNIT

M/s Three C Homes Private Limited
C-23, Greater Kailash Enclave Part - I,
New Delhi -110048

Application No:
Date:

Dear Sir,

I/We hereby apply to book a residential Flat/Unit as described below in the Residential Group Housing Project under the name and style of _____, having its RERA number _____ admeasuring 32,273 Sq. Mtrs., (the 'Project') at Plot No. GH – 01, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, being developed and promoted by M/s Three C Homes Private Limited (hereinafter called to as the 'Promoter').

I/ We submit/ confirm/ acknowledge/ understand that the management of Three C Homes Private Limited as it stands as on 13.06.2023 is that of Ace Infracity Developers Private Limited in terms of Hon'ble NCLT, Delhi order dated 13.06.2023 in the case titled as:- Arun Kumar Sinha Vs Three C Homes Private Limited (C.P. (IB) - 432/2019) in the I.A filed by Mr. Gaurav Katiyar (I.A. No. 3885/202).

I/We have clearly understood that this Application does not constitute an Agreement to Sell/ Sub-Lease Deed and I/We do not become entitled to the provisional and/or final allotment of a Flat/Unit, notwithstanding the fact that the Promoter has issued a receipt in acknowledgement of the money tendered with this application being the Non-refundable Earnest Money. I/We have read and understood the Terms and Conditions as provided in this Application Form and am/are agreeable to the same. I/We agree to accept and sign the prescribed Allotment Letter Cum Agreement for Sale/Sub-Lease Deed with the Promoter and agree to abide by the terms & conditions laid down therein.

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

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

I/We acknowledge that the Promoter has provided all the information and clarifications as sought by me/us and I/We am/are amply satisfied with the same. I/We have fully satisfied myself/ourselves in respect to the final approved layout plan, sanctioned plan, specifications and other approvals for the Project as approved by the Competent Authorities and about the right/title/interest of the Promoter over the Project Land. I/We have ultimately relied on my/our own judgement and investigation before deciding to apply for booking of the said Flat/Unit and have not relied on and/or is not influenced by any advertisement, representation, statements or estimates of any nature, whatsoever, whether written or oral made by the Promoter, or any selling agents/brokers. I/We have visited the site and seen the brochure and I/We agree and understand that the specifications including all furnishing and fixtures and fittings as given in the brochure, which are tentative and indicative only. This Application is complete and self-contained in all respects and any kind of oral or written representation or statement

shall not be considered a part of this Application. I/We further acknowledge that the Promoter may seek additional documents and/or information necessary for the compliance under the Applicable laws or to validate/substantiate any information provided in this Application.

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I/We agree to abide by the terms and conditions of this Application including those relating to payment of total price and other deposits, government charges, rates, taxes and cess, levies etc. and forfeiture of earnest money and non-refundable amounts as laid down herein. Notwithstanding anything contained in this Application, the Applicant(s) understand that the Application will be considered as valid only on realization of the amount tendered with this Application.

In case, the Promoter, confirms the booking of a Flat/Unit, I/We agree to pay further instalments of sale price and all other allied charges/dues as stipulated/demanded by the Promoter and/or as contained in the payment plan opted by me/us and/or as per the payment plan mentioned elsewhere in this Application Form and/or as explained to me/us by the Promoter and understood by me/us, failing which the allotment shall stand cancelled and booking amount shall be forfeited by the Promoter.

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

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

FIRST APPLICANT

Mr./Mrs./Ms.

S/W/D/of

Permanent Address:.....

Correspondence Address:

Telephone: Mobile: Fax:

E-mail: Date of Birth:

Marital Status:

Married

Unmarried

Residential Status: Resident

Non-Resident

Foreign Nationals of Indian Origin

Origin Nationality: PAN No:

Aadhar Card No.:

Occupation/ Profession: Govt. Servant

Self Employed

Private Sector

Professional: Others:

Office Name:.....Designation:

Office Address:

Telephone:.....Mobile:.....Fax:

E-mail:

NOMINEE'S DETAILS (FOR THE FIRST APPLICANT)

Name

Relation

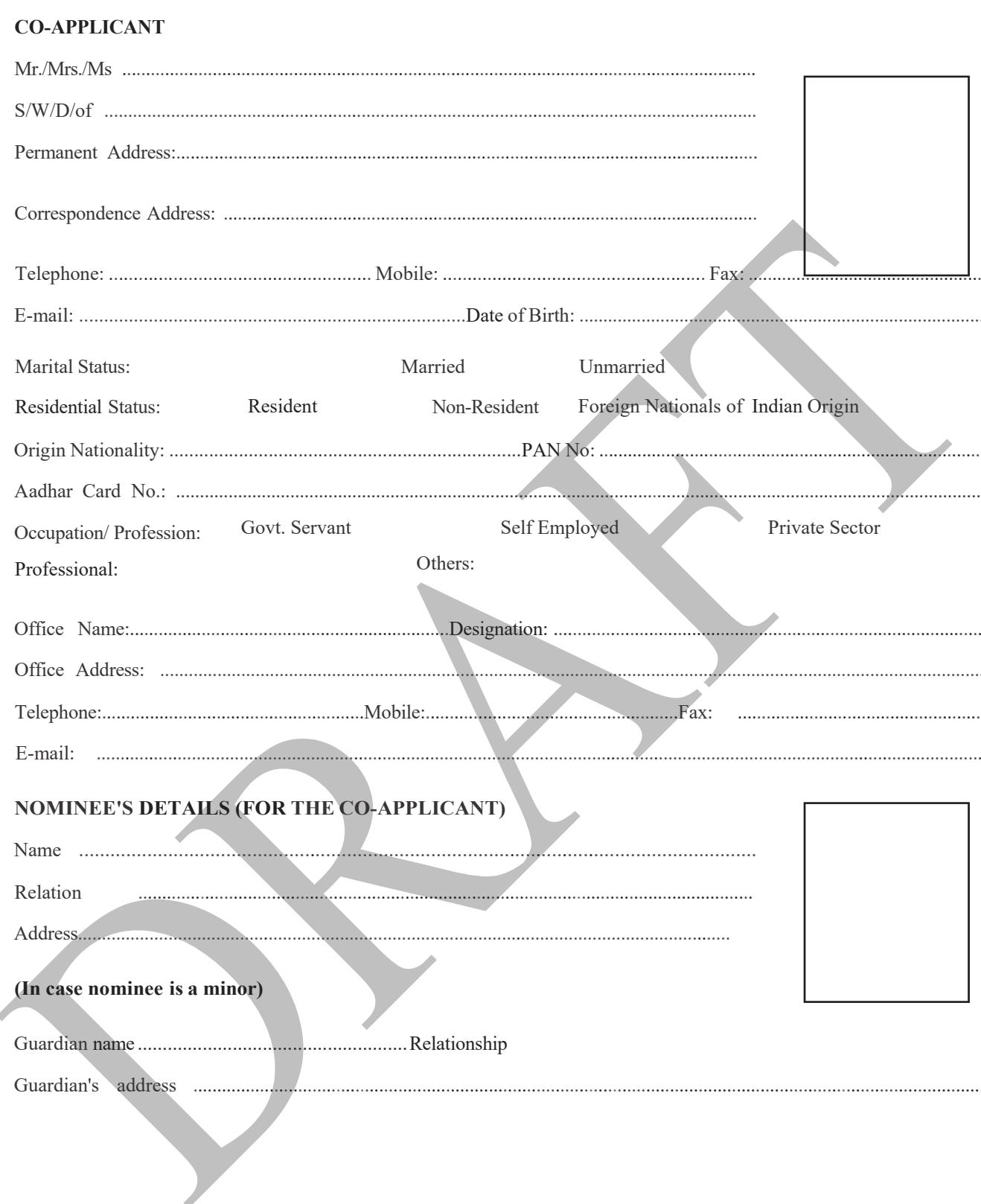
Address.....

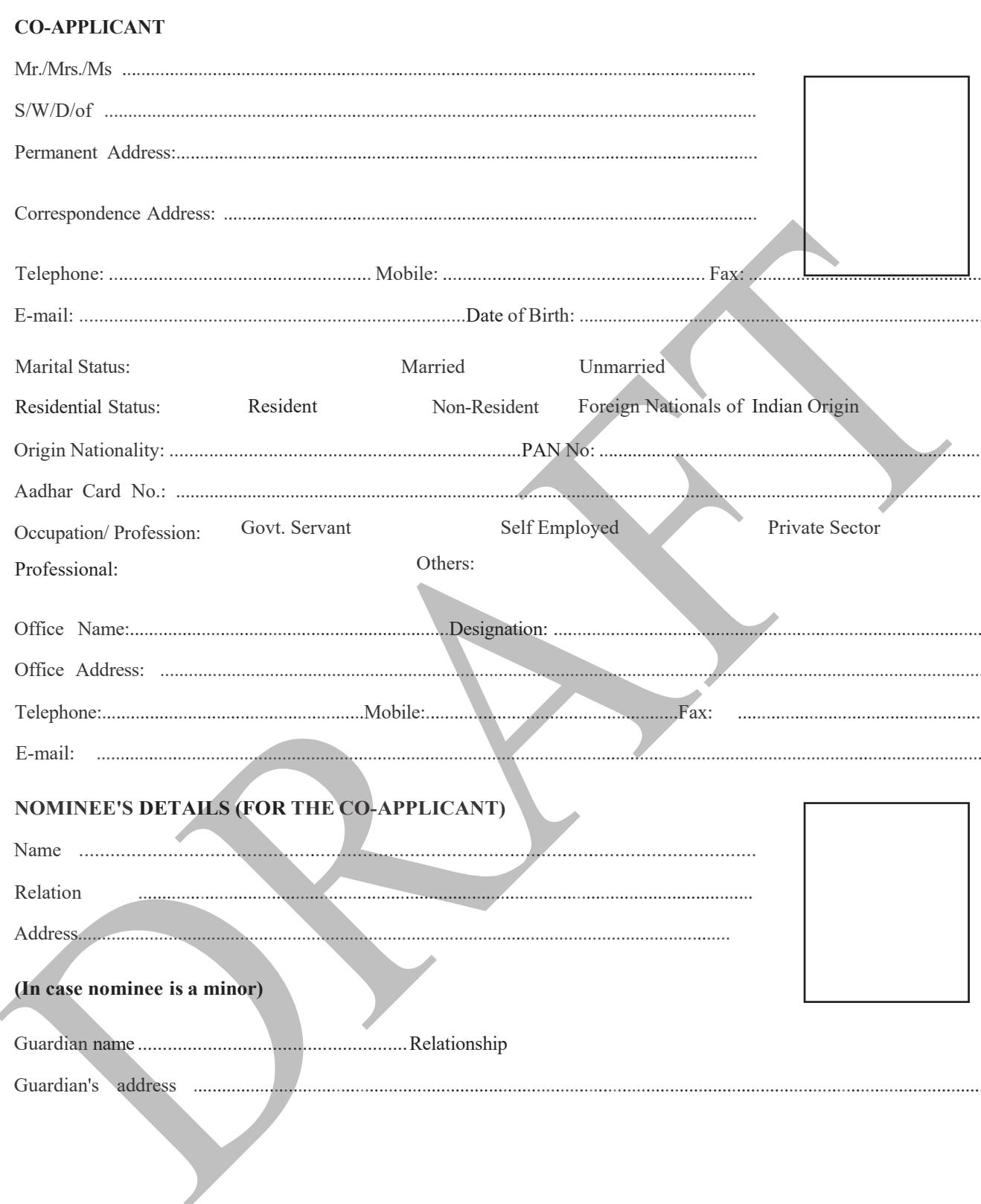
(In case nominee is a minor)

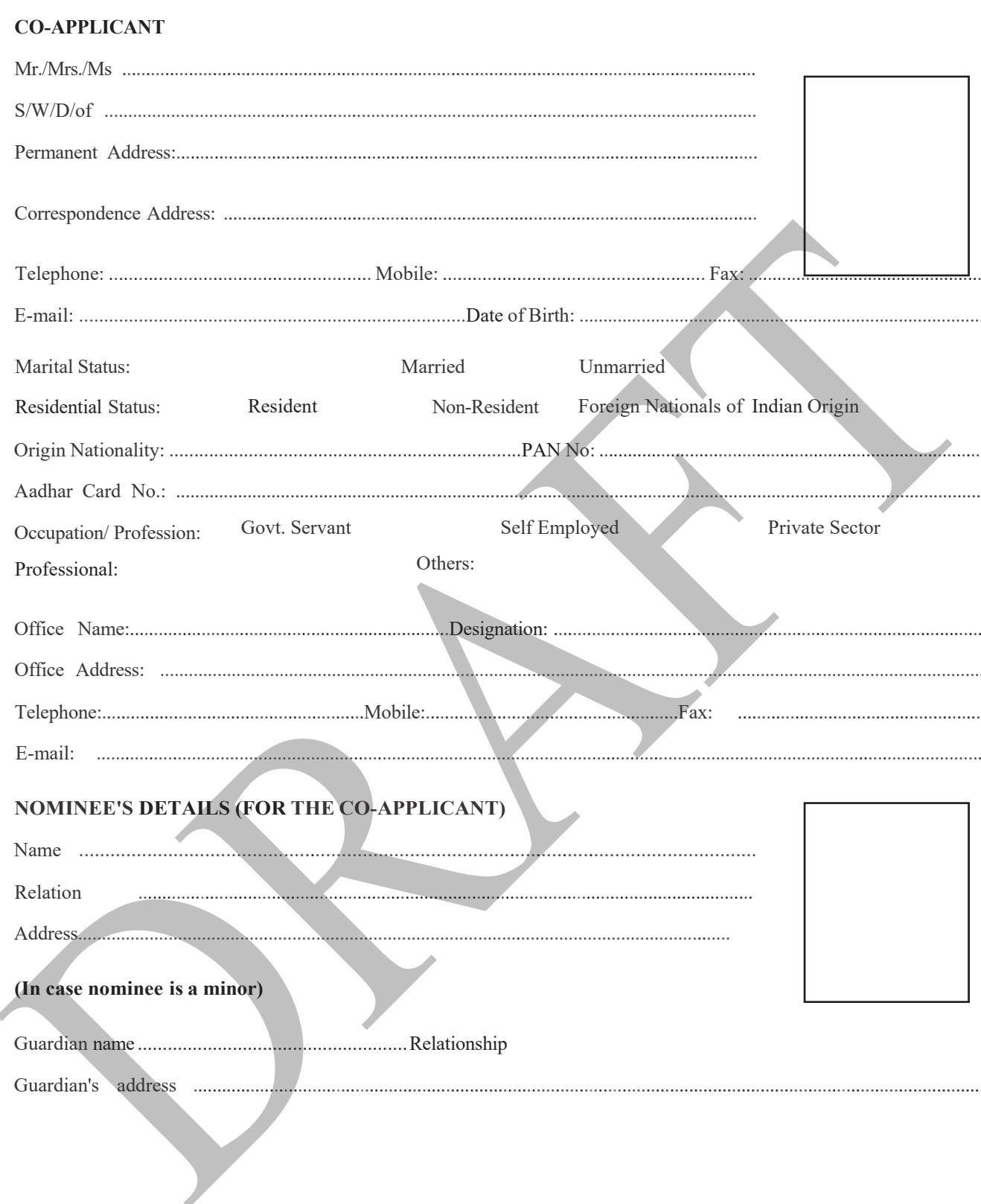
Guardian name Relationship

Guardian's address

CO-APPLICANT

Mr./Mrs./Ms 

S/W/D/of 

Permanent Address:..... 

Correspondence Address:

Telephone: Mobile: Fax:

E-mail: Date of Birth:

Marital Status:

Married

Unmarried

Residential Status: Resident

Non-Resident

Foreign Nationals of Indian Origin

Origin Nationality: PAN No:

Aadhar Card No.:

Occupation/ Profession: Govt. Servant

Self Employed

Private Sector

Professional: Others:

Office Name:..... Designation:

Office Address:

Telephone:..... Mobile: Fax:

E-mail:

NOMINEE'S DETAILS (FOR THE CO-APPLICANT)

Name

Relation

Address

(In case nominee is a minor)

Guardian name Relationship

Guardian's address

THIRD APPLICANT

Mr./Mrs./Ms.

S/W/D/of

Permanent Address:.....

Correspondence Address:

Telephone: Mobile: Fax:

E-mail: Date of Birth:

Marital Status:

Married

Unmarried

Residential Status:

Resident

Non-Resident

Foreign Nationals of Indian Origin

Origin Nationality: PAN No:

Aadhar Card No.:

Occupation/ Profession:

Govt. Servant

Self Employed

Private Sector

Professional:

Others:

Office Name:..... Designation:

Office Address:

Telephone:..... Mobile:..... Fax:

E-mail:

NOMINEE'S DETAILS (FOR THE THIRD APPLICANT))

Name

Relation

Address.....

(In case nominee is a minor)

Guardian name Relationship

Guardian's address

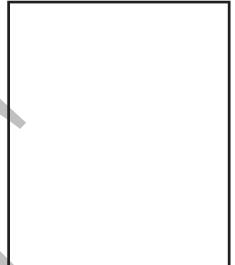
OR

M/s

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

having its office at

through its partner Mr./ Mrs./ Ms.....



S/D/W/ of

..... authorized by a resolution dated

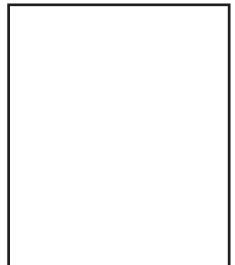
(copy of the resolution signed by all Partners required).

PAN/ TIN Registration No.....

OR

M/s

a Company duly registered under the provisions of Companies Act, 1956/2013 (as amended) having its registered office at



through its director or duly authorized signatory Mr./ Mrs./ Ms.....

S/D/W/ of

authorized by a Board Resolution dated

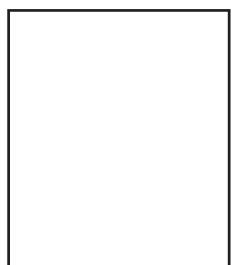
(copy of the Board Resolution along with a certified copy of Memorandum & Articles of Association required).

PAN/ TIN Registration No.....

OR

M/s

a LLP registered under the provisions of Act,2008 having its having its registered office at



through its Partners Mr./ Mrs./ Ms.....

S/D/W of

authorized by a Board Resolution dated

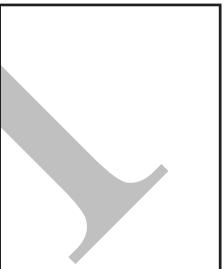
(Copy of Partner's Resolution along with a certified copy of LLP Agreement required)

Registration No.....PAN/ TIN

OR

M/s

a HUF, having its place of business/residence at.....



through its Karta Mr./ Mrs./ Ms.....

S/D/W/of PAN

OR

PARTICULARS/DETAILS OF UNIT/FLAT

1.) Flat/Unit /No.....

2.) Tower.....

3.) Floor

4.) Carpet Area (Sq.mtr.)

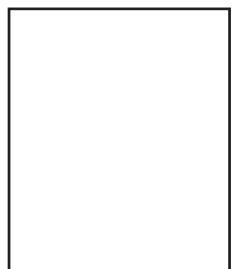
5.) Balcony Area (Sq.mtr.)

6.) Super Area.....

7.) Other Detail

2. COST OF UNIT:

Basic Sale Price @ INR..... /- per sq.ft. aggregating to INR



Charges for exclusive right to use the parking space INR

IFMS:@ INR...../- per Sq.Ft.*aggregating to INR

One Time Lease Rent@ INR...../- per sq.ft.

aggregating to INR...../-(To be intimated at the time of possession)

Meter Charges:

Total Unit Cost (Excluding One Time Lease Rent):

Cheque/Draft in favor of:

Note:

Stamp duty, Registration fees, and allied charges, as applicable, at the time of registering the legal documents, shall be additionally paid by the applicant only, as and when demanded by the Promoter. One Year advance maintenance charges shall be payable and recurring (Monthly) maintenance charges shall be paid by the applicant(s) as and when demanded by the Promoter/Maintenance agency as the case may be. Further, the cost of unit has been arrived based upon the per square meter cost of Carpet Area.

3. MODE OF PAYMENT:

Self

Loan

Note:

- 1 sq. mtrs. = 10.764 sq. Ft.
- Goods and Service tax will be chargeable at the prevailing rates as per payment schedules, as and when applicable

IFMS, Dual Meter Charges, and One time Lease Rent as actual as per YEIDA, will be payable at the time of offer of possession.

I/We remit herewith a sum of INR(Rupees

only) by Bank Draft/Pay Order/Cheque No..... Date

drawn on..... as booking amount/earnest money/registration charges for the allotment of the Flat/Unit in the Bank account of the Promoter. The details of the bank account are Bank Name: IFSC Code: Branch Name:

Account No(Application shall be accepted subject to realization of Cheque/DD/PO).

DOCUMENTS TO BE SUBMITTED BY THE APPLICANT(S):

- Application Form duly filled and signed along with the booking/ application amount cheque/demand draft PAN No. and copy of PAN Card
- For Companies: Copy of Certificate of Registration, Memorandum and Article of Association and certified copy of Board Resolution authorizing the person executing the Application

- For Partnership Firm/LLP: Copy of Partnership Deed, Firm Registration Certificate, consent/authorization from all partners and written authorization in favor of the person/partner executing the Application
- For HUF: PAN No. of HUF and Karta of HUF
- For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR Account
- For NRI: Copy of passport and payment through his/her own NRE/NRO Account/FCNR Account
- One colored photograph of each Applicant
- Address/Identity Proof/Photocopy of Passport/Electoral Identity Card/Ration Card/Driving License/ Aadhar Card etc.
- Specimen signatures & photograph duly verified by bankers (in original).

Note -All the above documents must be notarized or self-attested

Registration Details under the RERA:

Registration No. of the Project: _____ Validity Period: _____

Address: Plot No. GH – 01, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308

Plot Area: 32,273 sq. mtrs.

Declaration:

I/We the undersigned, hereby declare that this Application is irrevocable, and the aforementioned particulars/information provided by me/us is true and correct and nothing material has been concealed therefrom.

I/We confirm that I/We have applied for this booking directly or through your authorized agent/broker, namely_____. I/We further declare and confirm that if the agent/broker commits for other facilities which are not covered under the terms & conditions of the Application Form and Allotment Letter cum Agreement for Sale/Sub-Lease Deed, then the Promoter will not be responsible for the same.

Date:

Place:

Signature of the Applicant(s)

INTERPRETATION OF SOME OF THE INDICATIVE TERMS

For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

- a. **Act:** means the Real Estate (Regulation and Development) Act, 2016.
- b. **Allotment Letter/ Allotment Letter cum Agreement for Sale/Sub-Lease Deed:** means a provisional confirmation of booking of Flat/Unit by the Promoter and an agreement over a prescribed standard format of RERA (if available) which is duly executed by and between the Promoter and intending Allottee(s).
- c. **Allottee(s):** means an intending allottee(s) who has accepted and signed the allotment letter cum agreement for sale/sub-lease deed on a prescribed format of the Promoter, thereafter, a particular flat/unit has been reserved thereto. Consequently, the terms & conditions of the Allotment Letter cum Agreement for Sale/Sub-Lease Deed shall be applicable on the Allottee(s) till the execution of Conveyance Deed. In case of more than one Allottee, the other will be considered as Co-Allottee(s), the Allottee and Co-Allottee(s) will have an equal share in the Flat/Unit unless otherwise specifically provided.
- d. **Approved Plans:** means and includes the layouts and plans duly approved and sanctioned by competent authority on the basis of which said Project is being developed along with any/all variations/amendments /changes to be made by the Promoter as per the Applicable Laws and provisions of the Act, Rules and regulations therein.
- e. **Applicant:** means an individual(s)/Firm/LLP/HUF/Company or any other entity applying for allotment of the Flat/Unit, whose particulars are set out in the Application Form and who has appended his/her signature in the acknowledgement of having agreed to the terms & conditions of this Application Form. Kindly note that in the case of more than one applicant, the other applicant(s) will be considered as co-applicants. Further, prior to execution of the allotment letter cum agreement for sale/sub-lease deed, the Applicant/co-applicant will be considered as intending Allottee(s).
- f. **Application (Booking Application):** means a request for booking of Flat/Unit made by the Applicant(s) on the Promoter's prescribed application form as per provisions of Real Estate (Regulation and Development Act) 2016, (hereinafter referred as 'RERA').
- g. **Applicable Laws:** shall mean all laws, statutes, enactments, rules, regulations, ordinances, notifications, policies, guidelines, directives, circulars, orders, judgments, decrees, or other requirements or official directives of any governmental authority, tribunal, court, or statutory body that are in force and applicable to the Unit/Flat, the Project, or the obligations of the Parties under this Application Form, subject to the context therein.
- h. **Authority:** means the Uttar Pradesh Real Estate Regulatory Authority.
- i. **Booking Amount:** means and includes the amount paid with this Application by the Applicant(s), to the extent of Ten Percent (10%) of total price of the unit. The Booking Amount is also referred to as Earnest Money or Registration Charges.
- j. **Commission for sale:** means and includes any charges, brokerage, fees, remuneration or any amount by whatever name called paid to the real estate agent for his services with respect to booking of unit made by the Applicant(s).
- k. **Flat/ Said Flat/ Unit:** shall mean and include, a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for residential use, details of which have been set out in this Application and includes any alternative Flat/Unit, if allotted to the consenting Allottee(s) in lieu of the said Flat/Unit in the Project.

1. **Area:**

Area of land: Total area of land on which the Project is going to be constructed.

1. **Common Area and facilities:** shall include but not limited to such common areas, facilities, common spaces in the Project marked for the purpose of common use of all the Allottees of the Project;
 - a. the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - b. Staircase and munties;
 - c. Entrance Hall/Lobby at ground floor;
 - d. Lifts/lift shafts/ lift machine rooms;
 - e. Lifts lobbies including lighting, air conditioning, lighting and fire-fighting equipment thereof;
 - f. Common passage/corridor including air conditioning, lighting and fire-fighting equipment thereof;
 - g. Overhead water tanks;
 - h. Electrical/plumbing/fire shafts and service ledges;
 - i. Mail room/security room/driver's common toilet at ground floor/ security/fire control room;
 - j. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - k. Water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - l. All community and commercial facilities as provided in the Project;
 - m. Maintenance office/service areas;
 - n. Exclusive community building for the occupants of the Project;
 - o. Landscape, lawns and play areas, including lighting and services etc.;
 - p. Roads & driveways, including lighting and service etc.;
 - q. Fire hydrants & fire brigade inlet etc.;
 - r. D.G Room;
 - s. DG sets;
 - t. Underground domestic & fire water;
 - u. Tanks and pump room & pumps with accessories;
 - v. Electric substation/transformer/electric panels/ fan rooms;
 - w. Maintenance stores and circulation areas;
 - x. Open car parking spaces for visitors;
 - y. All other parts of the Project necessary or convenient to its existence, maintenance and safety or normally common use.
2. **Car Parking** Space-Reserved car parking space individually allotted for exclusive use:
 - a. Covered car parking spaces/stack parking in basements of buildings;
 - b. Open car parking spaces in the Project for allottees.

3. **Total Area:** The area comprising of the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace, which is covered by projection and other projections whatsoever, together with proportionate share in the Common Area and facilities herein before.
4. **Independent Area:** The areas which are not included as Common Areas and facilities for common use by Allottees and may be sold by the Promoter without the interference of any Allottee/Co-Allottee and Association of Allottee(s).
5. **Limited Common Area and Facility:** Those areas and facilities which are reserved for use by the Allottees of certain Flat/Unit to the exclusion of the other Flat/Unit.
6. **Carpet Area:** The net usable area of Flat/Unit excluding the area covered by the external walls, area under services shafts, exclusive of balcony or verandah area and exclusive of open terrace area but includes the area covered by the internal partition walls of the Flat/Unit. For the purpose of this clause, the expression "exclusive of balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the unit, meant for the exclusive use of the applicant(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an unit, meant for the exclusive use of the applicant(s).
7. **Basic Sale Price of Flat/Unit:** The consideration amount for sale of Flat/Unit exclusive of other charges as mentioned in the Application Form, as per Carpet Area.

m. **Force Majeure Clause:** shall include any event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution, be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform obligations under this Application, which shall include but not be limited to:

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

n. Non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any Act of God and/or Graded Response Action Plan ('GRAP') Orders issued by the Commission for Air Quality Management in National Capitol Region and Adjoining Areas 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 Promoter. **Interest Rate** means the rate of interest payable by the Promoter to the Applicant(s) or by the Applicant(s) to the Promoter, as the case may be and shall be one year State Bank of India Highest Marginal Cost Lending Rate plus one percent or such other rate as may be applicable from time to time as per the Applicable Laws.

- o. **Layout and Plans:** shall mean the architectural drawings of Project comprising of whole planning of construction, open areas and drawings of various blocks, floors and all the flats/ units.
- p. **Larger Parcel of Land:** shall mean land admeasuring 404,860.60 sq. mtrs. bearing Plot No. TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308.
- q. **Maintenance Agency:** shall mean an LLP/ Firm/ Company/ body of such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said Project;
- r. **Maintenance Charges:** shall mean the charges to be paid by the Applicant/Allottee(s) for the maintenance and upkeep of the Project including the buildings therein as per the maintenance agreement with the Promoter or with the Maintenance Agency (as may be applicable) at prescribed rates on the total area of the said Flat/Unit.
- s. **Payment Plans:** shall mean the mode of payment towards the booking of Flat/Unit, including the payment intervals and the time frame for the payment.
- t. **Project Land:** shall mean land admeasuring 32,273 Sq. Mtrs. (out of Larger Parcel of Land), bearing Plot No. GH – 01, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308.
- u. **Project:** shall mean _____, being developed over the Project Land along with, parking spaces, Common Areas and Facilities and all that is constructed/to be constructed with alterations as per the Applicable Laws on Project Land, having its RERA number _____.
- v. **Promoter:** shall mean M/s Three C Homes Private Limited duly registered and formed under the provisions of the Companies Act, 1956 having its registered office at C-23, Greater Kailash Enclave Par-I, New Delhi-110048.
- w. **RERA:** means Real Estate (Regulation and Development Act), 2016.
- x. **Taxes:** shall include any and all taxes payable by the Promoter and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cess, educational cess, worker's welfare cess or any other taxes, charges, levies by whatever name called, pertaining to the said Flat/Unit, now or in future or any increase thereof, and recoverable from Flat(s)/Unit(s) owners.
- y. **TDS:** shall mean Tax Deduction at Source under Income Tax Act, 1961 as amended.

NOW WHEREAS:

- A. Yamuna Expressway Industrial Development Authority (hereinafter referred to as the "Lessor/YEIDA") vide Lease Deed dated 10.06.2011 duly registered as Document No. 10287, Book No. 1, Volume No. 8687 at Page No. 1 to 30, read with Correction Deed dated 04.02.2013, registered as Document No. 2553, Book No. 1, Volume No. 12504, Page No. 293 to 870, granted leasehold rights over the Plot bearing No. TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, measuring approximately 404,860.60 square meters ("**Larger Parcel of Land**"), for a period of 90 years **to the Promoter**.
- B. The Project Land (admeasuring 32,273 sq. mtrs.) forms part of the Larger Parcel of Land, bearing Plot No. GH – 01, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, wherein the Promoter is constructing and developing a Group Housing Project having residential Units/Flats of various sizes and dimensions on the Project Land under the name _____, having RERA No. _____ (hereinafter referred to as the said "**Project**").
- C. As per the stipulations of the Lease Deed read with the Correction Deed, the Promoter is entitled to allot the Flat(s)/Unit(s) on lease hold basis to the intending Applicants. The location of the Flat/Unit has been described in the layout plan.

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF RESIDENTIAL FLAT/UNIT IN ' _____ ', ADMEASURING 32,273 SQ. MTRS, BUILT AT PLOT BEARING NO. GH - 01, TS-01, SECTOR 22A, YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AREA, GAUTAM BUDDH NAGAR, UTTAR PRADESH, 201308.

The terms & conditions given below are tentative and of indicative nature with a view to acquaint the Applicant with the terms & conditions as shall be comprehensively set out in the Allotment Letter cum Agreement for Sale/Sub-Lease Deed, which upon execution, shall supersede the terms and conditions set out in this Application.

1. That the Applicant(s) has applied for registration of booking of a residential Flat/Unit in the above Project being owned by M/s Three C Homes Private Limited.
2. The Applicant(s) hereby confirms that he/ she/ they is/are making this Application with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the State of UP and related to the Project.
3. The Applicant(s) shall sign all the pages of this Application in token of his/her acceptance of the terms and conditions stipulated herein.
4. The Payment Plan once opted by the Applicant(s) shall not be allowed to change in any circumstance.
5. In case of any advance payment made by the Applicant(s) the discretion to allow any pre-payment rebate/discount shall be at the sole discretion of the Promoter.
6. Notwithstanding the fact that the Promoter may have issued an acknowledgment by way of a receipt for the money tendered with this Application, the Applicant(s) has clearly understood that this Application is only a request/ offer of/by the Applicant(s) for the allotment of a Unit/Flat and does not constitute any allotment or agreement by the Applicant(s) and the Promoter and the Applicant(s) is not vested with any right or entitlement or interest until the final allotment of the Unit/Flat is made by the Promoter in the said Project.
7. That the Application is to be accompanied with the Booking Amount/Registration Amount/Earnest Money payable as stipulated by the Promoter and as per the Payment Plan. The said Registration Amount/Earnest Money shall be paid by A/C payee cheque or demand draft or UTR in favor of _____ payable at NOIDA (no outstation cheque/draft shall be accepted under any circumstances). For all intents and purposes, it is clarified that 10% of the cost of Flat/Unit shall be deemed as Registration Amount/Earnest Money/ Booking Amount for the Flat/Unit. The schedule of installments as opted in the Application Form shall be final and binding over the Applicant(s) and in case of any failure to adhere to the same, this Application shall stand automatically cancelled and the Registration Amount/Earnest Money shall be forfeited by the Promoter.
8. In case, re-issuance of Application Form/ Allotment Letter Cum Agreement for Sale/Sub-Lease Deed is required Allottees and Applicants or bank/financial institution, the same shall attract a fee of Rs. 25,000/- as administrative charges excluding GST and shall be payable by the Applicant.
9. That the final allotment is entirely at the sole discretion of the Promoter and the Promoter reserves the right to accept or reject the application without assigning any reason thereof. In case of rejection of application, registration Amount/Earnest Money/Booking Amount paid by the Applicant(s) shall be refunded to the Applicant(s) without interest. It is further clarified that deposit of the Booking Amount/Registration Amount shall not amount to acceptance of the application.
10. The Applicant(s) has(ve) satisfied himself/ herself that M/s Three C Homes Pvt. Ltd., a Promoter registered under the Companies Act,1956, having its Registered Office at C-23, Greater Kailash Enclave Part-I, New Delhi-110048, is developing and constructing a real estate project namely _____, on land parcel admeasuring 32,273 Sq. Mt. situated at Plot No. GH-01, TS-01, Sector-22A, Yamuna Expressway Industrial Development

Authority, Gautam Buddh Nagar, Uttar Pradesh, 201308 and is sufficiently entitled to develop, sell and deal with the said Project proposed to be constructed on the Project Land in respect of which Yamuna Expressway Industrial Development Authority has executed Lease Deed read with Correction Deed in favor of M/s Three C Homes Pvt. Ltd.. The Lessor has authorized the Promoter, to develop/ construct the said Project on the Project Land and to sell, market, deal, negotiate, sign and execute Application/Agreement for Sale/ Sub-Lease Deed etc. with the Applicant(s)/ prospective purchasers/ buyers at the rates and terms and conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name from Applicants(s) own resources including property loans, if any. That all the terms and conditions of Lease Deed read with Correction Deed of the above Larger Parcel of Land (which includes the Project Land) executed in favor of the Promoter shall also be applicable on the intending Applicant(s).

11. The Applicant(s) represent & acknowledge that he/she has inspected the relevant documents/papers and has carried out due diligence and is fully satisfied with the right/title/interest of the Promoter to the Larger Parcel of Land (which includes the Project Land) and has understood all the limitations and obligations of the Promoter in respect thereof. The Applicant(s) undertake not to hereinafter raise objections with respect to title over the Larger Parcel of Land (which includes the Project Land) and the Project approvals from various statutory bodies, and the right to develop and sell the Project as well as assign/appoint/engage any third-party company/entity for the purpose of marketing and development of the said Project. Furthermore, the Applicant(s) have studied the market and available products and have taken a conscious decision to apply for a Flat/Unit in the Project without any undue influence or force by whatever means.
12. That the Applicant(s) shall execute an Allotment Letter cum Agreement for Sale/Sub-Lease Deed with the Promoter (after paying 10% of the total cost of the Flat/Unit to the Promoter along with taxes as applicable) along with all the required documents for the same at the Corporate Office or Site Office of the Promoter within 30 days of receipt of information from the Promoter. If the Applicant(s) fails to execute and deliver the Allotment Letter cum Agreement For Sale/Sub-Lease Deed within said stipulated period, then the Application of the Applicant(s) shall be treated as cancelled and 10% of the total cost of Flat/Unit constituting as the Earnest Money, shall be forfeited and after deduction of over dues interest amounts received from finance companies/banks against the said booking/allotment and brokerage charges or any other charges, the balance amount, if any, shall be refundable without interest.
13. The Applicant(s) clearly and unequivocally understand(s) that any rights and entitlement shall accrue only when the allotment is made by the Promoter in his/her/their favor and the necessary Allotment Letter cum Agreement for Sale/Sub-Lease Deed is executed and all its terms and conditions are duly complied with UP RERA ACT, 2016.
14. That the Layout Plan of the entire Project and the area of the Unit as drawn by the Promoter is tentative and is subject to change. If deemed necessary by the Promoter and in strict compliance with Section 14 of the Uttar Pradesh Real Estate Regulation Act, 2016 as amended and other Applicable Laws or as may be required by the regulatory authorities, the Promoter may make suitable alterations in the Layout Plan and area of the Project/Flat/Unit. Such alterations may include changes in the area, floor, tower & number of the Flat/Unit and the location. In regard to all such changes either at the instance of the regulatory authorities or otherwise, the decision of the Promoter, shall be final and binding on the Applicant(s).
15. The Applicant's right shall be restricted to its allotted Flat/Unit only. That the Applicant(s) shall not have any right to interfere in the manner of booking, operation and finalization of sale of flat/units, premises, Project etc. or in the operation and management including, but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority body, any person, institutions, trust and or any local bodies which the Promoter may deem fit in its sole discretion.

16. The Applicant(s) acknowledges and agrees that he/she/it shall not have any right to interfere in/ obstruct/ hamper (1) the operation and management of, shops, commercial premises/buildings, worship places, stores, etc. in the Project, and / or (2) in creation of rights by Promoter in favour of any third party / person by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc. in respect of above or any other mode including transfer to Government, any other authority, body, any person, entity, institutions, trusts or any local bodies, which the Promoter may deem fit proper.
17. That the Applicant(s) is aware of and has acknowledged that the building plans are sanctioned by the Yamuna Expressway Industrial Development Authority and agrees to that the Promoter may make minor changes, modifications, layout/elevation/design/alteration in open spaces area or parking spaces etc. for architectural and/or structural reasons, including compoundable FAR, or as may be deemed necessary or may be required to be done by the Promoter during construction and at the time of delivery of Project. The necessary intimation of the same shall be sent to the Applicant(s) for such minor changes/modifications.
18. The Promoter shall be entitled to develop the Project in a phase-wise manner as the Promoter may desire in terms of the sanctioned plans and specifications as may be revised or amended from time to time in accordance with the provisions of law.
19. That as per the Building Plan/Layout Plan of the Project, it is envisaged that the Units/Flats on all floors shall be allotted as an independent dwelling unit with imitable and undivided proportionate share of lease hold / sub-lease hold rights, in the land area underneath its block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, munties and machinery rooms, guard rooms and other common facilities, if any, for the Unit(s)/Flats to be used and maintained jointly by all the Applicant(s). The rights of terrace(s) are vested with the Promoter and the Applicant(s) shall not be permitted to carry out any construction on the terrace(s).
20. That the Applicant(s) has seen all the documents of title deeds and other relevant papers etc. pertaining to the aforesaid Project and fully satisfied with the title, rights and interest of the Promoter in respect of the Project. The drawing and plans of the Project have been displayed at the site office of the Project & the corporate office of the Project. If in case, the beams & columns do not exist as per the structural drawings as shown in the drawing then the actual construction of the Unit/Flat shall not be compared to that, and also the fitting fixture, finishing and other items of said Unit/Flat shall not be compared with the actual construction as shown. The specifications of actual construction are duly specified in the brochure and also forming part of Allotment Letter cum Agreement for Sale/Sub-Lease Deed.
21. In the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Government/Competent Authority, the Promoter shall have full right to raise further constructions over the top roof/terrace of the Project or over the top roof/terrace of the Towers/Buildings in the Project as being the sole and exclusive property of the Promoter and the Applicant(s) shall not be entitled to raise any objection or make any claim on any account in this regard. Subject to provisions of the applicable law, the Promoter can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Promoter.
22. The Promoter shall have the right to raise loan/ finance from any banks/financial institutions or any other lending parties and for this purpose create mortgage of the said Land and/or receivables from the Project in favour of one or more such lending parties. The Applicant(s) shall have no right to object if any action/step is taken by the Promoter to raise and obtain finance. However, the Flat/Unit shall be released of all such mortgages and encumbrances created by the Promoter before the execution and registration of sale/sub lease deed in favour of the Applicant(s). After the Promoter executes the Allotment Letter Cum Agreement for Sale/Sub-Lease Deed, he shall not mortgage or create a charge on the Flat/Unit except for the receivables against the Unit and, if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being

in force, such mortgage or charge shall not affect the right and interest of the Applicant(s) who has taken or agreed to take such Flat/Unit.

23. That in case the cost/ value of the Unit booked/allotted is Rs.50,00,000/- (Rupees Fifty Lakh only) or more; in such a case each and every payment made or to be made by such Applicant(s) in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Applicants and the total amount of TDS so deducted shall be deposited by such Applicant(s) to the credit of the Central Govt. The same is being necessitated as it has been mandated through an amendment in the Income Tax Act, 1961, by insertion of a new Sec 194-IA & notified by CBDT vide Notification No.S.O.1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Promoter/Builder/Company/seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of the Central Govt. The credit of the same shall be reflected in the accounts of the said Applicant(s) once he/ she submits the proof of payment of 'TDS on purchase of property' and the buyer/customer/Applicant shall issue to the Promoter/Builder/Company/ seller a TDS Certificate in Form-16B. Considering the same, it is mandatory for the Applicant(s) to have a valid Permanent Account Number (PAN). Further, the deduction of TDS shall be applicable on circle value of unit or sales consideration of unit whichever is more. For further details Applicant(s) may visit "www.incometaxindia.gov.in". Applicant(s) is further requested to mention the address of the Promoter on the challan for payment of "TDS on purchase of property" address of the Promoter.
24. That the Applicant(s) agrees that he/she shall pay the basic sale price of the residential Flat/ Unit and other charges on the basis of the Carpet Area of the Flat/Unit. If there is any increase or decrease in the final Carpet Area, then the necessary adjustment will be made in the price of the Flat/ Unit.
25. That it is hereby agreed, understood and declared by and between the Parties that the Promoter may take construction finance/ demand loan for the construction of the above Project from the Banks/Financial Institutions after mortgaging the Unit/Flat of the Project, however the Allotment Letter Cum Agreement for Sale/Sub-Lease Deed in respect of the said Unit/Flat in favour of Applicant(s) will be executed and registered as free from all encumbrances at the time of registration relating to flat/unit.
26. That the amenities like roads, electricity, sewers & water supply, same shall be provided by the Yamuna Expressway Industrial Development Authority concerned up to the boundary of the said Project. The Promoter will carry out all the above-mentioned amenities within boundary of the said Project i.e. internal development of the Project (including roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting etc.) as mentioned in the brochure. The delay in providing the above said facilities on the part of Yamuna Expressway Industrial Development Authority shall not be considered as delay on the part of Promoter.
27. That the Applicant(s) and his family members have the right to visit and inspect the premises during the course of construction once in 3 (three) months only after seeking prior written consent of the Promoter. During the course of such inspection, the Promoter shall not be held liable for any loss/cost/damages/hurt or any other expenses caused due to such visit by the Applicant(s) or his family members accompanying him, if any, on account of any accident that may occur at the time of inspection during the constructions or after constructions.
28. That the Applicant & Co-Applicant (if any) will have equal share in the Flat/Unit and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, in case a loan has been availed. Similarly, in a divorce case or where a dispute arises between the Applicants, the booking will continue only after providing consent in writing by all the Applicants and No Objection Certificate from the concerned bank, if a loan has been availed. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not have any effect to the same. In all the above said circumstances, there will be a time limit of maximum

up to 120 days and thereafter the Promoter can cancel the said booking/allotment and the Applicant(s) shall have no claim or right whatsoever except to claim for the refunds of the amounts as deposited, and in such cancelation, there will be a deduction of 10% of the total cost of the Flat/Unit. For the refund in said cases as stated above, consent of all the Applicants shall be necessary otherwise the amount shall be refunded in equal share between all the Applicants.

29. That in the event of any further increase and/or any fresh tax, service tax, trade tax/sales tax, VAT, Cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Applicant(s) on pro rata basis, as and when demanded. Any charges on account of external electrification as demanded by any competent authority shall also be additionally payable by the Applicant(s). Further, the water and sewerage connection charges shall be payable by the Applicant(s) in addition to Flat/Unit cost and other charges as demanded by competent authority.
30. That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on part of the Applicant(s) to make the payment on or before the due dates. If any installments as per payment schedule are not paid within the stipulated due date, the Promoter shall charge interest rate in accordance of SBI MCLR of 1 year+ 1%. Further, if the payment remains in arrears even after 2(two) consecutive installments/demand Stage after 7 (seven) days from the due date for each such instalment as per the payment plan and if such default by Applicant(s) continues for a period beyond 3 (three) consecutive months after the notice from the Promoter in this regard, then the allotment shall automatically stand cancelled at the sole discretion of the Promoter and the amount deposited by the Applicant(s) as earnest money/ booking amount i.e. 10% of the total cost of Flat/Unit will stand forfeited, and after deduction of interest liabilities, any amounts received from Applicant(s) /housing finance companies/banks against the said allotment and any other charges, the balance amount, if any, shall be refunded without interest. Such refund shall be made as per the provisions of Applicable Law. However, the Promoter may at its sole discretion, condone the delay in payment by charging interest and restoring the allotment in case the allotted Flat/Unit has not been allotted to someone else. Alternative flat/unit, if available may also be offered in lieu, however the Promoter is not bound to do so.
31. That time is essence with respect to the Applicant's obligation to pay the sale price as provided in the payment schedule/plan along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment Letter Cum Agreement for Sale/Sub-Lease Deed to be paid on or before due date or as and when demanded by the Promoter as the case may be and also to perform or observe all other obligations of the Applicant(s) under the Allotment Letter Cum Agreement for Sale/Sub-Lease Deed. It is clearly agreed and understood by the Applicant(s), it shall not be obligatory on the part of the Promoter to send demand notices/reminders regarding the payments to be made by the Applicant(s) as per the schedule of Payments or obligations to be performed by the Applicant(s). However, the Promoter may without prejudice to its rights in its sole discretion, waive its right to terminate the Allotment and enforce all the payments and seek specific performance of the Allotment in such a case. The Applicant(s) agrees that the possession of the Flat/Unit will be handed over by the Promoter after making all payments, outstanding/dues, penalties etc. along with interest (if any) by the Applicant(s) to the satisfaction of the Promoter.
32. That all taxes such as House Tax, Water Tax, Sewage Tax, Electricity Charges or any other taxes shall be payable by the Applicant(s) from the date of possession or deemed date of possession declared by the Promoter, whichever is earlier.
33. That the Applicant(s) agrees that the development of the Project is subject to force majeure conditions which includes, but is not limited to:
 - a) Acts of God i.e., landslide, fire, drought, flood, earthquake, epidemics, natural disasters, etc.;
 - b) War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity

caused by nature affecting the regular development of the Project, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism;

- c) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
- d) The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Promoter whereby the work of construction is stayed or stalled;
- e) Any change in applicable laws adversely affecting the development of the building/the said Project;
- f) Other cause beyond the reasonable control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Unit;
- g) Non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any Act of God and/or Graded Response Action Plan ('GRAP') Orders issued by the Commission for Air Quality Management in National Capitol Region and Adjoining Areas 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 Promoter.

34. The Promoter agrees and understands that timely delivery of possession of the Flat/Unit to the Applicant(s) and the Common Areas to the Association of Allottee(s) of Project or the competent authority, as the case may be, is essential. The Promoter will endeavor to complete Flat/Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before _____ unless there is delay due to Force Majeure conditions affecting the regular development of the real estate Project. Where the completion of the Unit/Flat/ building/ Project is delayed due to the Force Majeure conditions, then the Applicant(s) agrees that the Promoter shall accordingly be entitled to the extension of time for completion of the Project and correspondingly delivery of possession of the Flat/Unit. Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented.

35. In case of delay in construction of the said Flat/Unit beyond the present RERA completion date i.e., _____ which is not due to Force Majeure conditions, the Promoter agrees to pay a delay penal interest@ the rate equal to MCLR (Margin Cost of landing rate) on loan of SBI +1% for a period exceeding to the present Project completion date and such extension as Promoter may seek in future from UP RERA to the Applicant(s). The said delay penalty is subject to the fact that the Applicant(s) has made payment of all the instalments towards the sale consideration amount of the said Flat/Unit to the Promoter in time and without making any delay.

36. If the construction is completed prior to the date given because the date given is an assessment only and construction may be completed earlier, in that case, the Applicant(s) shall not refuse for taking possession on any ground whatsoever.

37. That a written intimation for completion of the residential Flat/Unit will be sent to the Applicant and a 'Fit-out-Period' of 60 days will commence from the date of 'offer of possession'. The said 'Fit-out-Period' is in order to facilitate the Applicant to communicate exact date by which the Applicant is going to take physical possession of residential Flat/Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Promoter, registration of Sub-Lease Deed/Transfer Deed/Conveyance Deed etc., the installation of hardware accessories and final touch of paint etc. will be done during said 'Fit-out-Period' only, which will take around 50 to 60 days for an individual Flat/Unit, the Applicant(s) may get these final installations in his own presence, if so desire.

For the purpose of clarification, it is reiterated, the monthly maintenance charges shall commence from the 61st

day from the date of written intimation of 'offer of possession', irrespective of date of physical acceptance of possession or no acceptance of physical possession at all.

38. The Applicant(s) shall have right of usage in respect of Car Parking Space(s)/Stack Parking. The location of the Car Parking Space(s)/Stack Parking shall be identified and allocated by the Promoter at the time of handover of the possession of Flat/Unit to the Applicant(s), subject to statutory rules and regulations.

39. That car parking will be available inside the Project. Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces as allotted to the Applicant(s). One car parking is mandatory with each Flat/Unit, and the Promoter has reserved limited open car parking space on ground floor for certain Units/Flats, same will be allotted to the Applicant(s)/owners on first come first serve basis. No car/vehicle is allowed inside the Project except those who have reserved the car parking space. The Promoter also reserves its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the Project to the Residents Welfare Association of the Project. The Residents Welfare Association or owner(s)/Applicant(s)/occupier(s) of the Unit/Flat shall not have any right over the un-allotted parking spaces.

40. The Car Parking Space(s)/Stack Parking forming a part of the Flat/Unit is bundled with and deemed to be part and parcel of the said Flat/Unit and the same shall not be independent or detached from the said Flat/Unit. The Applicant(s) undertakes not to sell/transfer/deal with or part with possession of the car parking space independent of the said Flat/Unit and further undertakes that he shall not modify or make any changes or cover the Car Parking Space(s)/Stack Parking or divert the usage of the said Car Parking Space(s)/Stack Parking in any manner whatsoever at any point of time. The Applicant(s) undertakes to park his vehicle in the Car Parking Space(s)/Stack parking and not anywhere else in the Project. The Applicant(s) agrees and confirms that in the event of cancellation or resumption of the said Flat/Unit, the Car Parking Space(s)/Stack Parking along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Car Parking Space(s)/Stack Parking shall be initiated or followed by the Promoter independently in respect of the said Flat/Unit in any manner whatsoever.

41. The Applicant(s) may apply for additional parking space(s) in addition to the Car Parking Space(s)/Stack parking and the same may be provided by the Promoter, subject to the availability of additional parking spaces(s), on the prevailing rates and the Applicant(s) undertakes to pay charges for such additional parking space(s) as per demand raised by the Promoter. It is clarified that any such additional parking space(s) also shall not be independent or detached from the said Flat/Unit, as clarified herein above.

42. The Applicant(s) agrees that in case of any additional/unsold/unallotted parking space available with the Promoter as per the approved Layout Plan in the Project, it shall be in the sole and exclusive discretion of the Promoter to deal with the same in any manner, including by way of allotment to any other applicant(s), and the Applicant(s)/Association of Allotees shall not have any right in respect of such space nor shall raise he/she/they any objection to this right of the Promoter.

43. The Promoter has explained and the Applicant(s) has agreed that the specific area for the agreed Car Parking Space(s)/Stack parking shall be decided at the time of giving of possession of the Flat/Unit to the Applicant(s) including by the way of mechanical parking and further that the Promoter shall have the sole right to decide the same in its exclusive discretion including the mode of allotment.

44. That it is agreed and acknowledged by the Applicant(s) that to meet the requirement of additional car parking/Stack parking space in the event of additional construction/expansion undertaken in terms of the permission granted by YEIDA, for additional FAR, the Promoter may in its discretion, convert the existing car parking space/Stack Parking in a manner to create additional space for car parking/ Stack parking by and including and not limited the use of mechanical parking technology, however, not disturbing the right of the Applicant of the Unit as to the allotted parking granted herein.

45. The cost for electricity connection and installing the electricity meters for the Applicant(s) shall be borne by the Applicant(s) on pro-rata basis, which shall be calculated at the time of offer of possession of the Flat/ Unit. Separately, the Applicant(s) will get the electricity connection for the capacity as he/she requires at the time of possession and the Applicant(s) will also bear the cost of the said individual meter.

46. Power back-up facility and DG Meter Cost will be given at the time of offer of possession, and the Applicant (s) has to pay additional charges for the Power back up and the said DG Meter Cost facility. Per unit charges of the power backup (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.
 Note: Any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always stay final.

47. The Applicant (s) shall be required to pay water connection charges (one time) on pro-rata basis, at the time of offer of possession of the Flat/ Unit, and thereafter the recurring water charges shall be payable by the Applicant (s) as and when the demand is raised by the Promoter.

48. That the existing use of the said Flat/Unit is for residential purposes and the Applicant(s) undertakes to use the said Flat/Unit for specific purposes only, which are permissible under law. The Applicant(s) shall, therefore, not use the said Flat/Unit herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the Promoter and other owners/occupants in the Project.

49. That subject to the restrictions and limitations in the Lease Deed which is executed by the Lessor in favor of the Promoter, the Applicant(s) may at its option raise finances or loan for the Flat/Unit. However, responsibility of getting the loan sanctioned and disbursed as per Promoter's payment schedule will rest exclusively on the Applicant(s).

50. In case the Applicant's loan is not being disbursed, sanctioned or delayed, the payment to the Promoter as per schedule shall not be delayed by the Applicant(s) and in the event of default in payment as per the Payment Plan as per the terms and conditions of the Application, the Applicant(s) shall be liable for consequences including cancellation of the allotment, without prejudice to rights and remedies under law.

51. That receipt of full consideration amount along with other charges (if any) payable by the Applicant(s), a Tripartite Sub-Lease Deed shall be executed in favor of the Applicant(s) in the format approved by the Lessor and the Promoter. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease Deed/Transfer Deed/Conveyance Deed, Registration Amount/fees, miscellaneous expenses and advocates legal fees/charges etc. shall be borne and paid by the Applicant(s), the Applicant(s) will be responsible and liable to pay deficiency in stamp duty/penalty/interest (if any) on such documents as per the Stamp Act of 1899. Any stamp duty/ penalty, if imposed by the Govt. on the Allotment Letter Cum Agreement for Sale/Sub-Lease Deed, Agreement for Maintenance, Electricity and Power Back-up etc., shall be payable by the Applicant(s).

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

53. That any delay on account of the authority for issuance of the completion/ occupancy certificate shall not be considered as any delay on account of the Promoter. The date of applying the completion/ occupancy certificate shall be presumed as the date of completion, the Promoter shall not be liable for the penalty for delay in possession

after the said date i.e. any claim for delay in possession will be confined up to the date of the applying for the completion certificate only.

54. In case Project completion certificate/occupancy certificate including the part, occupancy certificate is not issued by the competent authority even though the Project construction and development has been completed and Promoter has got all the requisite NOCs and an independent architect has certified the completion of the Project, the Project shall be considered deemed completed for the purpose of offer of possession.
55. The Applicant(s) shall be required to complete their full and final payment towards the total price and clear all/ any other pending dues, amounts, installments, charges, interest, etc. (as provided in the offer of possession); within the period stated in the Offer of Possession Letter.
56. That in case, the Applicant(s) desires for cancellation before the allotment, then 10% of the total cost of the said Flat/Unit as constituting the earnest money, will be forfeited and the balance amount, if any, after deduction of any penalty interest, over dues interest amounts received from finance companies/banks/financial institutions against the said allotment, Commission for Sale or any other charges, shall be refunded without any interest as per the provisions of the applicable law.
57. That the Applicant(s) shall pay the maintenance charges as per Total Area for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Flat/Unit) in the Project as determined by the Promoter or its nominated Maintenance Agency.
58. That at the time of handing over the maintenance of the Project to the RWA, the following will be handed over to the RWA, i.e. all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting, equipment with motor rooms, Single Point Distribution system with all liabilities, Gen-sets, security gates with intercoms, lifts rooms at terrace and other areas falling under the common areas.
59. That the Applicant(s) agrees to enter into a Maintenance Agreement to be executed between the Applicant(s) and Promoter and/or the Maintenance Agency nominated by the Promoter at the time of execution of the Sub-Lease Deed of the said Flat/Unit. The Applicant(s) shall pay the maintenance charges for upkeep and maintenance of various Common Services and Facilities (excluding internal maintenance of the Flat/Unit) in the Project as determined by the Promoter or its nominated Agency.

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

60. The Applicant(s) agrees not to use the garden, and the playground provided in the Project as common facilities, for any purpose other than recreation. Further, not to store anything in the Common Areas, staircases, refuge floors nor store any goods in the said Flat/Unit which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building/ Project or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building/ Project and in case any damage is caused to the said Building/ Project on account of negligence or default of the Applicant(s) in this behalf, the Applicant(s) shall be liable for the consequences of the breach and shall repair the same at his/her/their own cost.
61. The Applicant(s) agrees not to change the use of the Flat/Unit and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat/Unit and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces/areas and/or refuge area. Further, not to demolish or cause to be demolished the said Flat/Unit or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat/Unit or any part thereof and keep the portion, sewers, drains, pipes in the said Flat/Unit appurtenances thereto in good repair

and condition and in particular so as to support, shelter and protect other parts of the said Building/Project in which the said Flat/Unit is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC or elevation or other structural changes in the said Flat/Unit without the prior written permission of the Promoter .

62. The Applicant(s) also agrees not to make any alteration in the elevation and outside colour scheme of paint and glass of the said building/ Project and not to cover/enclose the planters and service ducts or any of the projections from the said Flat/Unit or within the said Flat/Unit, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, elevation or other structural members in the said Flat/Unit without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external/ dead walls of the said Building or do any act to affect the FSI potential of the Project. Further, not to shift windows of the said Flat/Unit and/ or carry out any changes in the said Flat/Unit so as to increase the area of the said Flat/Unit and/ or put any grill not in conformity with the rest of the grills and/ or facade of the building/ Project which would affect the elevation of the Building/ Project and /or carry out any unauthorized construction in the said Flat/Unit. In the event if any such change is carried out, the Applicant(s) shall remove the same within 24 hours of notice in that regard from the Promoter. In the event if the Applicant(s) fails to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter and open the said Flat/Unit and remove such unauthorized construction and the Applicant(s) hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoter.

63. The Applicant(s) shall not violate and shall observe and perform all the rules and regulations which the Association of Allottee(s) may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and the Flat/Unit therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Applicant(s) shall also observe and perform all the stipulations and conditions laid down by the Association of Allottee(s) regarding the occupation and use of the said Flat/Unit in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.

64. The Applicant(s) shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat/Unit and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Flat/Unit at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Applicant(s) and also to recover costs incurred for such demolition and reinstatement of the said Unit to its original state.

65. The Applicant(s) agrees that until a Sub-Lease Deed is executed and registered, the Promoter shall continue to be the owner of the Unit/Flat and also the construction thereon and this Application shall not give to the Applicant(s) any right or title or interest therein even though all the payments have been received by the Promoter. It is further clarified that the Promoter is not constructing any Unit/Flat as a contractor of the Applicant(s) but on the other hand, the Promoter is constructing the Project as its own assets and the sale shall be deemed to have taken place only after execution of the Sub-Lease Deed and actual completion of construction/ finishing and handing over of the Unit/Flat. The Promoter shall always have the first lien and charge on the Unit/Flat for all its dues that may become due and payable by the Applicant(s) to the Promoter.

66. The Applicant(s) in no circumstance will be allowed to carry out any changes whatsoever in the elevations and/or outer color scheme. This provision shall be applicable even after handing over the physical possession and execution of title deed. In case of non-compliance of this provision by the Applicant(s), the Promoter shall have liberty to restore the original elevations and/or outer color scheme without any formal notice, this shall be done at the cost and risk of the Applicant(s).

67. The Applicant(s) shall not do or permit to be done any act or thing which may render void or voidable any

insurance of the building/ Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

68. The Applicant(s) after taking possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations stipulated by State of U.P. or any other competent authority. The Applicant(s) shall abide by all laws, rules and regulations of the YEIDA/ local authority/ government /Government of India and of the Association of Allottee(s) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after taking over the possession of the Flat/Unit.
69. The Applicant(s) shall permit the Promoter and its surveyors, architects, engineers, contractors, employees and agents with or without workmen and others and its employees at reasonable times to enter into and open the Flat/Unit or any part thereof for the purpose of viewing or repairing or maintaining and cleaning any part of the said Building/ Project including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Flat/Unit for the benefit of the said building/ Project and for the purpose of, maintaining, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, structure or other conveniences belonging to or serving or used for the Building, after giving prior notice thereof. The Applicant(s) shall not obstruct or hinder the Promoter and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties.
70. Upon receiving a written intimation from the Promoter, the Applicant(s) shall take possession of the Flat/Unit from the Promoter by executing necessary indemnities, undertakings, Sale/Sub-Lease Deed, Maintenance Agreement and such other documentation and by making payments of all dues, charges, interest etc., to the Promoter, and the Promoter shall give possession of the Flat/Unit to the Applicant(s).
71. If the physical possession of the Flat/Unit is not taken within 60 days of offer of possession, the Applicant(s) shall pay holding charges at the rate of Rs. 10/- per month per sq. ft. of the Carpet Area of the Unit/Flat, on delay in taking the possession of said Unit/Flat, till actual date of possession in addition to Maintenance Charges and any other charges, as maybe applicable.
72. The failure of the Applicant(s) to take possession of the Flat/Unit, shall be at the risk, cost and consequences of the Applicant(s) and the mere holding of the Flat/Unit by the Promoter in such circumstance, shall not make the Promoter responsible/liable to the Applicant(s) / anyone on that count.
73. The holding/waiting period from the date of the offer of possession and till the date of possession taken by the Applicant(s) shall not exceed the period of 6 months and in the event of the Applicant(s) failing to take possession within such time, shall entitle the Promoter to treat the allotment as cancelled at the instance of the Applicant(s).
74. It is expressly disclaimed that non-payment of any additional charges and maintenance charges within the time specified shall also disentitle the Applicant(s) to the enjoyment of the Common Services and Facilities and other common services as set forth in the agreement between the Parties and/or the nominated agency.
75. That in case the Applicant(s) desires transfer of allotment/ownership of Flat/Unit, before registration/possession, a transfer fee as prevailing at the time of desired transfer shall be payable by the Applicant(s). Inclusion of name of spouse as Co-applicant shall be free of any charge but administration charges shall be payable, as decided by the Promoter from time to time. **In case of others, the Promoter shall accommodate the first transfer request free of any charge other than administration chargers (as decided by the Promoter from time to time). For any subsequent request of transfer of allotment/ ownership of Flat/ Unit before registration/ possession, the Promoter shall impose the transfer charges (and administration charges) plus GST applicable upon same,**

and same shall be payable at the time of transfer. The rate of such transfer charges shall be calculated on per square ft. on the carpet area of the Flat/Unit, and shall be decided by the Promoter from time to time.

76. The Applicant(s) agrees and acknowledges that the Total Sale Price/consideration of the Flat/Unit applied for is fair and acceptable to the Applicant(s). The Applicant(s) further agrees and acknowledges that a similar flat/unit may be/have been sold/allotted/conveyed by the Promoter at a different price/consideration, the Applicant(s) shall not raise any objection or claim in this regard.

77. That in case, the Applicant(s) makes any payment to any person/ Promoter, except to M/s Three C Homes Private Limited, against the booked Flat/Unit, then the Applicant(s) will be solely responsible & liable for the said payment and such payment shall not be deemed to be the payment made towards the payment of the said Flat/Unit. The Mode of payment to be made to Promoter shall be NET BANKING/ RTGS/ NEFT / ACCOUNT PAYEE CHEQUE/ACCOUNT PAYEE DRAFT drawn in favor of **THREE C HOMES PVT. LTD. RERA COLLECTION ACCOUNT _____.**

78. For all payments through *A/c* Payee cheque/demand draft/banker's cheque, the date of clearance of such *A/c* Payee cheque/demand draft/bankers' cheque shall be taken as the date of payment. For online payment, the date of intimation by the Applicant(s) to the Promoter regarding debit from his bank account shall be taken as the date of payment, and credit for the payment made will be given on actual credit of the amount from the bank and credit for such payments will be given to the Applicant(s) on the date of such intimation by the Applicant(s) post actual credit of the amount in the bank account of the Promoter. In case of outstation cheque/demand draft or wire transfer, any charges including collection charges debited by bank, shall be borne by the Applicant(s) and will be debited to the Applicant(s)'s account. Further, the Promoter is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Promoter will credit Applicant(s)'s account with the amount credited in Promoter's account.

79. All the payments to be made by the Applicant(s) shall be subject to realization of Cheque/Demand draft etc. In case of dishonor of any Cheque/Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute default under this Application. In such an eventuality, without prejudice to the right and remedies available to the Promoter shall be entitled to and the Applicant(s) shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Promoter. In case of first time of cheque being dishonored, a sum of Rs. 1000/- (Rupees One Thousand Only) would be debited to the Applicant(s) account in addition to the bank charges. This is without prejudice to the right of the Promoter to terminate the allotment as a breach on the part of the Applicant(s).

80. That it shall be the responsibility of Applicant(s) to inform the Promoter by Regd. A.D. Letter or Courier about subsequent change(s) in the address, otherwise the address given in the booking Application Form will be used for all correspondences, demands, letters/Notices posted at that address (if any changes in the Address have not been intimated) will be deemed to have been receiving by the Applicant and the Promoter shall not be responsible for any default. That in case of an NRI Applicant, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other prevailing law shall be the responsibility of the Applicant.

81. The Applicant(s) shall get his complete address registered with the Promoter and submit necessary ID/Address proof and it shall be Applicant(s) sole responsibility to inform the Promoter in writing by Registered/Speed Post A.D. about all or any subsequent change if any, failing which all communications/notices etc. sent by the Promoter at the first address as mentioned by the Applicant(s) in his Application Form or at the last known address as informed by the Applicant(s), as the case may be, shall be deemed to have been received by the Applicant(s).

82. In case of joint Applicant(s), all communications/notices shall be sent by the Promoter to the Applicant(s) whose name appears first at the address given by him and this shall for all purposes be considered/deemed to have been received by all the Applicant(s) and no separate communication shall be necessary to the other joint-Applicant(s).

83. The Applicant(s) shall have to strictly comply with the schedule of payment opted by him and he shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom. The Applicant(s) undertakes to abide by all the laws, rules and regulations relating to the said Flat/Unit.

84. The Applicant(s) declares that all payments are made/will be made from his own bank account and from his known source of income/Bank Loan. No Payment shall be accepted in cash.

85. It is also clearly understood by the Applicant(s) that if the appropriate government/ competent authority imposes, or raises any demand for, any development charge, tax, cost, charge, fee, levies, etc. after the execution of sub-lease deed in favour of the Applicant(s) then notwithstanding anything contained herein and the assertions made in the sub-lease deed, the Applicant(s) shall be liable to pay the same on proportionate basis, and any unpaid development charge, tax, cost, charge, fee, levy, etc. shall be deemed to be the unpaid sale price of the Flat/Unit and the Promoter shall have the first charge/lien on the said Flat/Unit for recovery of such charges.

86. The Applicant(s) agrees that if the development charges, taxes, cost, charges, fees, levies, etc. or any increase thereof is not paid by the Applicant(s) then the non- payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Application and the Promoter shall be entitled to receive / recover the same with interest, penalty and/or to cancel the allotment..

87. The Applicant(s) has understood and agreed to pay any amount demanded/charged by the Promoter on account of any compensation charged/demanded by YEIDA or any other land acquiring/ allotment authority on account of any compensation paid / payable by such authority, by whatever name called, to farmers erstwhile land owners whether before possession or after possession/ execution of sub-lease deed and/or on account of increase in land premium/ lease rent. The amount so demanded is charged by the Promoter from the Applicant(s) shall be deemed to be the unpaid total cost of the Flat/Unit and the Promoter shall have the first charge/lien on the said Flat/Unit for recovery of such charges.

88. The Applicant(s) also agrees that if any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities, court, tribunal etc., made applicable to the said Flat/Unit/ Project, requires provision of new/additional facilities / equipment/ devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., and/or increase in any type of securities to be paid by the Promoter/ Applicant(s) to the competent authorities, increase in deposits and charges and increase therefor for supply of electrical energy and any other additional charges which may be levied or imposed by any competent authority, court, tribunal etc. from time to time, then the cost of such additional devices, equipment, facilities or up-gradation, security, deposit, charges etc. shall also be borne and paid by the Applicant(s) on proportionate basis, as and when demanded by the Promoter.

89. All or any disputes arising out or touching upon or in relation to or concerning with the terms and conditions of this Application, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, by a sole Arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996. That the venue of the Arbitration shall be Noida and the award of the Arbitrator(s) shall be rendered in English. The Courts in Noida, Gautam Buddha Nagar, U.P alone shall have jurisdiction in case of any dispute, claim arising out or in connection with the present Application Form.

90. That this Application is subject to a lock-in period of thirty (30) days from the date of signing of this Application Form and after thirty (30) days this Application shall automatically be rejected, if allotment is not done at the sole discretion of the Promoter.

91. That the Cheque Bouncing Charges are applicable @Rs. 1000/- + tax (as Applicable).

92. I/We have read and understood the terms and conditions of Lease Deed, executed in favour of the Promoter by

the Yamuna Expressway Industrial Development Authority, the same shall be binding on me/us and I/We am/are fully satisfied with said terms and conditions, title, interest and rights of the Promoter. It is clear to me/us that for any changes in the layout plan, my/our written consent is required as per the law, I/We hereby give my/our free consent to the Promoter that it can make any type of minor changes in layout/elevation/design beside alternation in open space etc., and my/our consent shall be presumed to be valid and written consent for the same at all times.

93. I/We have read and understood the terms and conditions mentioned in the Application Form by taking ample period. I/We consider all the terms and conditions of the Application Form to be reasonable and fair and I/We further confirm to not have any objection to any clause/ understanding of the Application Form. My/our signature(s) on this Application Form is/are my/our confirmation to abide by all the terms and conditions of the Application Form, and I/We shall not raise any objection with respect to the same at any time in the future.
94. The provisions of RERA Act along with the Rules/Notifications Framed issued thereunder as applicable to the State of Uttar Pradesh, shall apply on the Applicant(s)/Co-Applicant(s) and the Promoter. Considering the same, any amendments/modifications/changes made in terms of the Application/Allotment letter/Agreement for sale/sub-lease deed shall apply both on the Promoter and the Applicant(s)/Co-Applicant(s).
95. The Applicant(s) hereby declares that he/she/they has/have gone through this Application and all the documents related to the Project and the said Flat/Unit and has expressly understood the contents, terms and conditions of the same and the Applicant(s) after being fully satisfied has/have filled this Application and further agrees not to raise any objection in regard.
96. No failure or delay to exercise any right or remedy provided by this Application or by law shall be construed or operate as a waiver thereof nor shall any single or partial exercise of such right or remedy preclude the further exercise of any right or remedy. A waiver or a breach or default of this Application will not prevent the Promoter from subsequently requiring compliance with the waived obligation.
97. That all notices to be served on the Applicant (s) and the Promoter as contemplated by this Application shall be deemed to have been duly served if sent to the Applicant (s) or the Promoter by Registered/Speed Post at the respective addresses specified below:

Name of Applicant(s): _____
Address of Applicant(s): _____

Promoter's Name: M/s THREE C HOMES PRIVATE LIMITED
Promoter's Address: C-23, Greater Kailash Enclave Part-I, New Delhi 110048

It shall be the duty of the Applicant (s) and the Promoter to inform each other of any change in address subsequent to the execution of this Application in the above address, in writing, by Registered / Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Applicant (s) as the case may be.

98. Subject to the provision of the Act, the Applicant(s) agrees and acknowledges that the Promoter reserves all its rights to assign all or any of its rights/obligations towards development and construction of the aforesaid Project in favour of any Group Company/LLP or Associate Company or a Subsidiary Company or a Special Purpose Vehicle to be formed or any other entity under joint venture/development agreement /collaboration agreement for the purpose of execution of the Project as per the Act. The Applicant(s) further understands that, with effect from date of assignment, all the communications and correspondences exchanged with the Promoter including the monies paid there under shall automatically stand transferred in the name of such new LLP/Promoter/entity

without any alterations in the original terms and conditions of this Application. In such an event, the assignee LLP/Promoter etc., will execute all the necessary documents with the Promoter. The Applicant(s) shall continue to perform all its / their obligations towards such assignee LLP /Promoter etc., in accordance with terms and conditions of this Application.

99. The Promoter shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Applicant(s) if the Promoter's rights under this Application are likely to be affected/prejudiced in any manner by the outcome of such suit / complaint / decision of the court. The Applicant(s) agrees to keep the Promoter fully informed at all times in this regard.
100. The Applicant(s) undertakes that in case of any dispute or differences with the Promoter over any issue whether emanating directly or by implication from this Application, the same or any other issue concerning, including the possession/construction of the said Flat/Unit, the Applicant(s) shall be entitled to remedy only under Para or avail appropriate legal remedy before a competent court of law / statutory forum prescribed under laws in India. The Applicant(s) shall not indulge in or instigate any act, whether in personal capacity or in joint capacity or incite other applicant(s) in the Project to act in any manner, which may amount to casting insinuation, innuendo, libel or slander against the Promoter, its directors or its officials, or otherwise indulge in activities which amounts to defamation or malicious/ wrongful prosecution of the Promoter, its directors or its officials and/or the Project and in case of any such violation, the Applicant(s) shall be liable to legal consequences arising there from, at his/ her its cost, risk and consequences.

Without prejudice to its other rights and remedies available under this Application, Act and rules and regulations etc., the Promoter shall be entitled to seek remedies under the relevant procedural laws for such insinuation, innuendo, libel or slander amounting to defamation and/or wrongful prosecution of the Promoter, its directors or its officials and/or the Project.

101. The Applicant(s) understands and confirms that the queries and individual issues, if any, concerning this Application will be resolved as per the process given below:

The customer centric queries and individual issues of the customers shall be resolved by the Customer Care Department of the Promoter.

Declaration

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

Yours faithfully

Signature of the First Applicant

Signature of the Co- Applicant

Signature of the Third Applicant

Date :

Place:

DRAFT

FOR OFFICE USE ONLY

Customer ID No.....
Booking ID.....
Name of the Applicant

Name of the Co-Applicant

Name of the 3rd Applicant

Name of Project.....
Unit No.....
Block/Tower

Floor

Total Area (In Sq. Ft)

Carpet Area (In Sq. Ft).....
Booking Date

B.S.P.....
Payment Plan

Parking Space.....
Cheque/ DD Details No..... Amount Bank.....

Documents: PAN Card Address Proof

Mode of Payment: Self Loan

DRAFT

Booked by (Direct/Broker)	
Discount on Form%
Discount on Form in Rs.....	
Net Brokerage in Rs	
Pending 01	02.....
03	04.....

Check List for Receiving Officer:

- (i) Booking amount as per cheque/demand draft
- (ii) PAN No. and copy of PAN Card/Undertaking form 60.
- (iii) For Companies: Copy of Certificate of Registration, Memorandum and Article of Association and certified copy of Board Resolution authorizing the person executing the Application.
- (iv) For Partnership Firm: Copy of partnership deed, Firm Registration Certificate, consent/authorization. from all partners and written authorization in favor of the person/partner executing the Application.
- (v) For HUF, PAN No. of HUF and Karta of HUF
- (vi) For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR Account.
- (vii) For NRI: Copy of passport and payment through his/her own NRE/NRO Account/FCNR Account.
- (viii) Customers signature on all pages of the Application Form

Prepared by.....

Checked by..... Approved by.....

M/S THREE C HOMES PRIVATE LIMITED
APPLICANT

1ST APPLICANT

2nd APPLICANT 3RD