

RERA NO:- UPRERAPRJ...../12/2024
<https://up-rera.in/projects>

APPLICATION FORM FOR BOOKING OF APARTMENT/UNIT

UNINAV RESIDENA

To be developed by M/s Uninav Buildcon Private Limited
(Formerly Known as KW Dream Homes Consortium Pvt Ltd)

At Khasra Nos. 254, 259, 260, 261, 262, 263, 264, 265, 266, 306, 307, 354, 355, 356, 357, 358, 373, 374 & 377 in the Village Noor Nagar, Raj Nagar Extension, Tehsil and District-Ghaziabad-201017 (U.P.)

Application No. _____

Date: _____

To,
M/S UNINAV BUILDCON PRIVATE LIMITED,
Registered Office:- 206, Plot No. 9, LSC,
Savita Vihar, Near Yojna Vihar, Delhi-110092
CIN: U70102DL2015PTC284318
PAN: AAFCK9148M

Sir / Madam,

I/We, the undersigned, request for consideration of this Application for booking of an Apartment/Unit in the Project named as “Uninav Residena” situated at **Khasra Nos. 254, 259, 260, 261, 262, 263, 264, 265, 266, 306, 307, 354, 355, 356, 357, 358, 373, 374 & 377 in the Village Noor Nagar, Raj Nagar Extension, Tehsil and District-Ghaziabad-201017 (U.P.)**, to be developed by **M/s Uninav Buildcon Private Limited**, (Formerly Known as KW Dream Homes Consortium Pvt Ltd) a company registered under the Companies Act, 2013 (defined hereinafter and referred to as the “**Company**”) on the Land admeasuring **27,575.34 Sq.mtr (32,980.63 Sq.Yard)** (defined hereinafter and referred to as “**Said Land**”).

I/We do hereby agree and undertake to abide by the terms and conditions as mentioned herein.

I/We remit herewith a sum of Rs.....(Rupees only) by the Bank Draft/Cheque No. dated drawn on payable at Ghaziabad towards the Booking Amount for the said Apartment/Unit (hereinafter defined). I/We understand and agree that 10% (Ten Percent) of the Total Price/Consideration (hereinafter defined) of the Said Apartment/Unit shall be considered as the Earnest Money (hereinafter defined), which is required to be necessarily paid by me/us along with this Application as Booking Amount, which is a mandatory condition for consideration of this Application by the Company. I/we shall pay the applicable GST and/or any other applicable taxes in addition to the Earnest Money along with this Application Form. I/we understand and agree that realization of the Cheque of Booking Amount or Earnest Money tendered by me/us is the pre requisite condition for consideration of this Application by the Company. The Drafts and/or Cheques/NEFT/RTGS of Booking Amount or Earnest Money shall be made in favour of **M/s Uninav Buildcon Private Limited, Collection Account for Uninav Residena 777705300354, Bank Name ICICI Bank, IFSC No. ICIC0000255, Branch Name Kaushambi, Ghaziabad.**

I/We agree that in the event the Company accepts this Application to book the Said Apartment/Unit, I/We shall pay further installments of Total Price/Consideration and all other amounts, taxes and cesses, dues and charges as per the payment plan opted by me/us and/or as and when demanded by the Company.

I/We have clearly understood and agreed that this Application does not constitute any offer of allotment or allotment or any Application to Sell and by submitting this Application, I/We do not become entitled to allotment of the Said Apartment/Unit applied for notwithstanding the fact that the Company may have

Sole/First Applicant/Authorised Signatory

Second Applicant

Third Applicant

issued the receipt/acknowledgement of the booking amount or Earnest Money or any amount paid by me/us. It is only after I/we sign and execute the Agreement for Sale (Builder Buyer Agreement) on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become effective subject to the terms and conditions contained in the Agreement for Sale (Builder Buyer Agreement).

I/We have enquired and obtained all the information and clarifications with respect to the Said Project (hereinafter defined) and Said Land (hereinafter defined) and that I/We render my/our complete satisfaction with the same and also confirm that I/We have relied on my/our own judgment and investigation in determining to apply for booking of the Said Apartment/Unit and has not relied upon and/or is not influenced by any Plans, advertisements, representations, or statements etc. of any nature, whatsoever, whether written or oral made by the Company/Lessee or any selling agents/ sales organizers / brokers or otherwise relating to the Said Apartment/Unit or Said Project.

My/Our particulars as mentioned below may be recorded for reference and communication:

(1) Sole or First Applicant

Name Mr./Ms......
 Son/Wife/Daughter of
 Date of BirthNationality
 ProfessionDesignation
PAN No......Aadhar No.
 Residential status: Resident Indian [] / NRI [] / Foreign National of Indian Origin []
 Mailing Address

 Office Name & Address

 Mobile No. Tel. No.
 E-mail ID..... Fax No.

(2) Second Applicant

Name Mr./Ms......
 Son/Wife/Daughter of
 Date of BirthNationality
 ProfessionDesignation
PAN No......Aadhar No.
 Residential status: Resident Indian [] / NRI [] / Foreign National of Indian Origin []
 Mailing Address

 Office Name & Address

 Mobile No. Tel. No.
 E-mail ID..... Fax No.

(3) Third Applicant

Name Mr./Ms......
 Son/Wife/Daughter of
 Date of BirthNationality
 ProfessionDesignation
PAN No......Aadhar No.
 Residential status: Resident Indian [] / NRI [] / Foreign National of Indian Origin []
 Mailing Address

 Office Name & Address

 Mobile No. Tel. No.
 E-mail ID..... Fax No.

OR

(4) M/s....., a Partnership Firm duly registered under the provisions of the Indian Partnership Act 1932, having its registered office atacting through its Partner Shri/Smt./Km....., duly authorized vide Power of Attorney/Resolution dated signed by all the Partners (certified copy to be submitted along with this Application), having **GST No. / PAN No.** Details of Bank Account No. of FirmBank Name & Branch

OR

M/s, a Company incorporated under the provisions of the Indian Companies Act, 2013, having its CIN No..... & Registered Office at acting through its Director/Authorized Signatory Shri/Smt./Km., authorized by Board Resolution dated (Certified copy to be submitted along with this Application), having **PAN No.** and **GST No.** Details of Bank Account No. of Company Bank Name & Branch

5. Total Price for the said Apartment/Unit requested for:

The Total Price for the Apartment/Unit No..... at the Floor..... of the Tower.....encompassing a Carpet Area ofSq.mtr Sq.ft, Total AreaSq.mtr, Sq.ft and along-with one.....Car parking (Usage Right Only) is Rs.....(Rupees.....) Exclusive of applicable GST.

Note:- The Total Price of the Apartment/Unit includes one Car Parking with Usage Right, Club Membership Fee, EDC, EEC & Power Backup Installation Charges. These details are mentioned in the attached Schedule.

6. The above mentioned Total Price is exclusive of Possession Charges of the Apartment/Unit Details as below:-

S No.	Details	Amount Rs. *
1	IFMS	
2	Advance Maintenance Charges for 24 Months	

***GST Extra as per Government Norms**

IFMS (Interest Free Maintenance Security) and Advance Maintenance Charges are exclusive of Total Price of the said Apartment/Unit and the same is payable by the applicant at the time of possession.

Note:

- i. We have adopted and implements a practice from marketing point of view wherein the company has marked/numbered each floor the Tower A, B, C, D, E, F & G as *Stilt, UG, 1st to 11th, 12th & 14th Floor* and for the Tower H as *Ground, 1st to 11th, 12th & 14th Floor*.
- ii. For the purpose of this Application, the conversion factor is taken as 1 Sq.mtr=10.764 Sq.ft.

- iii. **IFMS (INTEREST FREE MAINTENANCE SECURITY):-** The Applicant shall deposit as an Interest Free Maintenance Security (herein "IFMS") with the Company at the time of possession of the Said Apartment/Unit, calculated for the period of 30 months of the Said Apartment/Unit. Further the IFMS amount can also be used by the Company for the replacement of any capital equipment or for any capital expenditure of the project. The balance amount of IFMS will be handed over to AOA after the deduction of security deposit or any other deposit with any statutory authority which was deposited earlier by the Company such as electricity connection and for any further work for the Project. Further any outstanding charges due from the Applicants(s) on account of electricity maintenance or any other charges shall also be deducted from the total IFMS amount to be transferred to the AOA. In case Promoter does not pay IFMS amount in lieu that Promoter will not liable to refund the IFMS under the policy "Neither will take nor refund".
- iv. The Advance Maintenance Charges for 24 months will be paid to the maintenance agency appointed/nominated by the company. These charges are tentative which is based on current costing and these shall be revised at the time of possession and these charges shall be calculated for independent Apartment/Unit only.
- v. Earnest money means 10% of the total price/consideration of Apartment/Unit. The Applicant should pay the earnest money to ensure the performance, compliance and fulfilment of his/their obligations under this Application and later as per the Agreement for Sale (Builder Buyer Agreement). The Earnest Money shall include Application Money as paid by the Applicant(s) under this present Application.
- vi. **Delay in payments may attract cancellation and forfeiture of Earnest Money. However it is made clear, that delay in payment may be condoned by the Company, at its sole discretion, by charging penal interest at the rate of equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% (unless provided under the Rules) per annum on the amount due as agreed herein.**
- vii. Rates of GST applicable will be rates applicable on the date when demand is raised.
- viii. Stamp Duty and related charges for Registration of Sale Deed are payable extra by the applicant at the time of possession.
- ix. IGL Connection Charges is payable extra by the applicant at the time of possession.
- x. The power backup of minimum 3KVA are mandatory for the said apartment/unit. Any request of the Allottee for availing Extra Power Back-up upto 5 KVA Load for the said Apartment/Unit shall be considered by the Company at its sole discretion upon payment of extra charges for increase in KVA load and on first come first serve basis subject to the availability of the balance Power Back-up Load out of the total Power Back-up Load as arranged by the Company.
- xi. The power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottee(s) in respect of the said apartment/unit on actuals through the pre-paid metering system and its rate shall be decided at the time of possession. Allottee(s) will maintain the sufficient balance in the prepaid meter to avoid the disconnection. The D.G. back-up facility shall be subject to the policies of the Government and any modifications or alterations to the same in compliance with the changes in these policies shall incur additional charges for the allottees.
- xii. If the Applicant(s) makes the payment directly to Company/Developer's account then such payment shall be considered to be received only after the Company/Developer issues a receipt for such payment.
- xiii. **Cheques dishonor Charges, if any, will be borne by the Applicant @ Rs. 500/-**

- xiv. As per the decision of Uttar Pradesh Electricity Board, promoter is not allowed to have single point connection from Paschimanchal Vidyut Vitran Nigam Ltd. Individual electricity connection shall be provided by PVVNL only to individual, subject to the fulfilment of their condition by intending allottee. Promoter is no more responsible for providing electricity connection in the said apartment/unit. This will be directly supplied by PVVNL through smart pre-paid meters or as per government policy whatsoever. The promoter will only avail electricity connection for common area and common utilities.
- xv. The Applicant(s) has to deduct the applicable tax deduction at source (TDS) at the time of making of actual payment or credit of such sum to the account of the Company, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Applicant(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Applicant(s) fails to submit the TDS certificate to the Company on the TDS deducted within the stipulated timelines as per Income Tax Act, the Applicant(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961.
- xvi. Metro Cess, if imposed before or during the course of construction or up till handing over of the physical possession or at any time thereafter, then the same shall be payable by the Allottee directly or through the Company, as the case may be, to the concerned Governmental/Local Authority as per the norms and rules of the concerned Authority.
- xvii. **Total Area:-** means the Carpet Area and the proportionate Common Area.
(Note: For the purpose of clarity Common area maintenance charges and other facility charges are taken and calculated on the Total Area which includes Carpet Area and proportionate share in the common areas)

Carpet Area:- Carpet area means the net usable floor area of an apartment/unit, excluding the area covered by the external walls, service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment/unit.

Common Area:- means

- (i) 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;
- (ii) the stair cases, lifts, lobbies, fire escapes, and common entrances and exits of the buildings;
- (iii) the common basements, terraces, parks, play ground, internal roads and common storage spaces;
- (iv) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (v) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- (vi) All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain apartment/unit or apartment/unit to the exclusion of other apartment/units as well as independent areas which may be sold by promoter without the interference of other apartment/unit owner(s).

6. Payment Plan:- Construction Linked Payment Plan []

7. Booking Mode:- Direct [] Through Dealer/Broker []

8. In the event the booking has been made through a Dealer/Broker, please give his particulars:
Name & Address

Sole/First Applicant/Authorised Signatory

Second Applicant

Third Applicant

Telephone Mobile Fax
 PAN No. GST No.

9. All Rules & Regulations of RERA shall be applicable.

GENERAL TERMS AND CONDITIONS AS PART TO THIS APPLICATION FORM:-

The Applicant(s) acknowledges, understand, accepts, agrees and confirms that:-

1) The Promoter is the absolute and lawful owner of land admeasuring 27,575.34 Sq.Mtrs or (32,980.63 Sq.Yards) of Khasra Nos. 254, 259, 260, 261, 262, 263, 264, 265, 266, 306, 307, 354, 355, 356, 357, 358, 373, 374 & 377, situated/located at Village-Noor Nagar, Raj Nagar Extension, Tehsil & District Ghaziabad (U.P.) purchased by virtue of various registered sale deeds, details as below;

1. Dt. 27.02.2019 in Book No. 1 in Vol. No. 15085 on Pages No. 273 to 298 at Serial No. 3074 in the office of Sub-Registrar-II, Ghaziabad
2. Dt. 27.02.2019 in Book No. 1 in Vol. No. 15088 on Pages No. 125 to 150 at Serial No. 3094 in the office of Sub-Registrar-II, Ghaziabad
3. Dt. 08.03.2019 in Book No. 1 in Vol. No. 15131 on Pages No. 201 to 240 at Serial No. 3504 in the office of Sub-Registrar-II, Ghaziabad
4. Dt. 27.02.2019 in Book No. 1 in Vol. No. 15085 on Pages No. 299 to 324 at Serial No. 3075 in the office of Sub-Registrar-II, Ghaziabad
5. Dt. 27.02.2019 in Book No. 1 in Vol. No. 15085 on Pages No. 325 to 350 at Serial No. 3076 in the office of Sub-Registrar-II, Ghaziabad
6. Dt. 08.03.2019 in Book No. 1 in Vol. No. 15131 on Pages No. 161 to 200 at Serial No. 3503 in the office of Sub-Registrar-II, Ghaziabad
7. Dt. 11.03.2019 in Book No. 1 in Vol. No. 15136 on Pages No. 215 to 254 at Serial No. 3550 in the office of Sub-Registrar-II, Ghaziabad
8. Dt. 28.02.2019 in Book No. 1 in Vol. No. 15088 on Pages No. 227 to 252 at Serial No. 3097 in the office of Sub-Registrar-II, Ghaziabad
9. Dt. 27.02.2019 in Book No. 1 in Vol. No. 15088 on Pages No. 99 to 124 at Serial No. 3093 in the office of Sub-Registrar-II, Ghaziabad
10. Dt. 12.03.2019 in Book No. 1 in Vol. No. 15150 on Pages No. 183 to 216 at Serial No. 3681 in the office of Sub-Registrar-II, Ghaziabad
11. Dt. 18.03.2019 in Book No. 1 in Vol. No. 15181 on Pages No. 1 to 32 at Serial No. 3936 in the office of Sub-Registrar-II, Ghaziabad
12. Dt. 08.03.2019 in Book No. 1 in Vol. No. 15131 on Pages No. 241 to 280 at Serial No. 3505 in the office of Sub-Registrar-II, Ghaziabad
13. Dt. 03.03.2020 in Book No. 1 in Vol. No. 16709 on Pages No. 113 to 138 at Serial No. 2577 in the office of Sub-Registrar-II, Ghaziabad
14. Dt. 23.12.2022 in Book No. 1 in Vol. No. 19595 on Pages No. 1 to 28 at Serial No. 14206 in the office of Sub-Registrar-I, Ghaziabad
15. Dt. 03.04.2023 in Book No. 1 in Vol. No. 17606 on Pages No. 289 to 318 at Serial No. 3302 in the office of Sub-Registrar-III, Ghaziabad
16. Dt. 10.04.2023 in Book No. 1 in Vol. No. 20353 on Pages No. 245 to 274 at Serial No. 3512 in the office of Sub-Registrar-II, Ghaziabad
17. Dt. 14.06.2023 in Book No. 1 in Vol. No. 17806 on Pages No. 51 to 90 at Serial No. 6118 in the office of Sub-Registrar-III, Ghaziabad
18. Dt. 10.10.2023 in Book No. 1 in Vol. No. 18113 on Pages No. 153 to 194 at Serial No. 10584 in the office of Sub-Registrar-III, Ghaziabad
19. Dt. 26.07.2023 in Book No. 1 in Vol. No. 20648 on Pages No. 185 to 208 at Serial No. 7733 in the office of Sub-Registrar-II, Ghaziabad
20. Dt. 05.01.2024 in Book No. 1 in Vol. No. 18360 on Pages No. 301 to 342 at Serial No. 195 in the office of Sub-Registrar-III, Ghaziabad
21. Dt. 18.10.2023 in Book No. 1 in Vol. No. 20379 on Pages No. 75 to 116 at Serial No. 10691 in the office of Sub-Registrar-I, Ghaziabad

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Second Applicant

Third Applicant

22. Dt. 18.10.2023 in Book No. 1 in Vol. No. 20884 on Pages No. 129 to 176 at Serial No. 11103 in the office of Sub-Registrar-II, Ghaziabad
23. Dt. 18.10.2023 in Book No. 1 in Vol. No. 20378 on Pages No. 297 to 344 at Serial No. 10685 in the office of Sub-Registrar-I, Ghaziabad
24. Dt. 18.10.2023 in Book No. 1 in Vol. No. 18141 on Pages No. 77 to 124 at Serial No. 10996 in the office of Sub-Registrar-III, Ghaziabad
25. Dt. 27.10.2023 in Book No. 1 in Vol. No. 18165 on Pages No. 201 to 224 at Serial No. 11360 in the office of Sub-Registrar-III, Ghaziabad
26. Dt. 10.11.2023 in Book No. 1 in Vol. No. 20965 on Pages No. 147 to 174 at Serial No. 12253 in the office of Sub-Registrar-II, Ghaziabad
27. Dt. 21.11.2023 in Book No. 1 in Vol. No. 20477 on Pages No. 1 to 26 at Serial No. 12059 in the office of Sub-Registrar-I, Ghaziabad
28. Dt. 12.12.2023 in Book No. 1 in Vol. No. 18290 on Pages No. 27 to 54 at Serial No. 13200 in the office of Sub-Registrar-III, Ghaziabad
29. Dt. 03.11.2023 in Book No. 1 in Vol. No. 18195 on Pages No. 83 to 114 at Serial No. 11800 in the office of Sub-Registrar-III, Ghaziabad
30. Dt. 01.12.2023 in Book No. 1 in Vol. No. 20503 on Pages No. 281 to 310 at Serial No. 12438 in the office of Sub-Registrar-I, Ghaziabad
- hereinafter referred to as the '**Said Land**'.

- 2)** The Said Land is earmarked for the purpose of developing/building a group housing project/complex comprising multi-storied apartment buildings by the promoter and the said project shall be known as "**Uninav Residena**".
- 3)** The Ghaziabad Development Authority, Ghaziabad (GDA) has sanctioned/approved the plan to develop the project vide File No. **GDA/BP/23-24/1317/Dated/19.10.2024 & Permit No. Group Housing/07743/GDA/BP/23-24/1317/18092024**.
- 4)** The Project is named as "**Uninav Residena**" and the Company has registered the Project with the UPRERA under the provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder for the state of Uttar Pradesh. The RERA Registration no. for the Project is UPRERAPRJ..... & for detailed information & any references the website link is www.up-rera.in.
- 5)** The Applicant(s) has/have fully understood the development scheme as envisaged by the Company. The Applicant(s) is applying for allotment of the apartment/Unit in the Project proposed to be developed by Company with full knowledge of all the laws/notifications and rules applicable to the Project being located at Ghaziabad, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Company in the said lands forming the integral part of the Project and has understood all limitations and obligations of Company in respect thereof.
- 6)** The Company has provided all information, clarifications and documents in relation to the said Project. The Applicant(s) further acknowledges that he has seen all documents of approvals, project layout & specifications etc., in relation to the Project including but not limited to the title documents, building plans, sanctions, approvals etc. obtained from the competent authorities and the present Application has been made after being fully satisfied about the rights, title and interest possessed by Company in respect to the aforesaid project.
- 7)** That the Applicant(s) rights, title and interest in the Apartment/Unit to be allotted in the Project shall be governed by the Applicable Laws and this shall also be specified under the Agreement to Sell. The Applicant(s) shall have all rights and entitlements in respect to the Apartment/Unit; along with right to use the common areas and facilities (other than those reserved / restricted for any other owner/right-holder at the Project or otherwise intended to be transferred by the Company to third parties as permitted under Applicable Laws).

- 8)** The Applicant agrees and acknowledges that the total price/consideration of the Apartment/Unit applied for by him and allotted herein is fair and acceptable to the Allottee. The Allottee further agrees and acknowledges that a similar Apartment/Unit may be/have been sold/allotted by the Company at a different price/consideration and the Allottee shall not raise any objection or claim in this regard.
- 9)** Notwithstanding the fact that the Company may have issued an acknowledgement of having received application amount/Earnest money, the Applicant(s) does not become entitled or can claim any right of allotment of the said Apartment/Unit unless it is confirmed by the Company in writing.
- 10)** Several services of the residential units and the convenient shopping area, in the Project, are integrated. Such services include electric, plumbing, water, fire services, power back-up, sewer and other related facilities. The Applicant(s) hereby confirms and accepts that the Applicant(s) shall not raise any objection on the usage of these facilities by the owner(s)/allottees of the residential units & convenient shopping area of the Project.
- 11)** The Project consists of multiple towers that will be constructed in a phased manner, with the acquisition of the relevant part completion certificate/completion certificate/deemed completion for each tower. The final common areas, community building, gym, swimming pool, landscape, and other related facilities will only be handed over after the completion of all the towers. The Applicant(s) and/or AOA shall be liable to pay the entire maintenance charges and shall not be entitled to withhold or reduce the maintenance charges during the progression of such work.
- 12)** The convenient shopping area and the setback area located in front of the convenient shopping area, along with any connected covered or open areas connected to the convenient shopping, shall not constitute part of the Common Area. These designated areas shall consistently remain independent and under the ownership of the Company, as also specified under the Deed of Declaration as per Section 12 of The Uttar Pradesh Apartment (Promotion of construction, Ownership & Maintenance) Act, 2010 and the Company has the freedom to retain or transfer the ownership of such areas to any other party.
- 13)** The Total Price is escalation free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by any authority/Government from time to time on a pro-rata basis. Additionally, any demand and/or imposition, retrospectively or prospectively, metro cess, water charges/tax, Municipal tax, property/house tax, sewer tax, additional levies, rates, taxes, charges, cess, fees, and/or interest thereon arising out of any order/notification/circular/advisory or direction issued by the Central Government, State Government, GDA, or any other Statutory or other local authority(ies), department, or by the Court or judicial authority shall also be payable by the Applicant(s) proportionately as per such order/notification/circular/advisory or direction. So long as the Said Apartment/unit is not separately assessed, from the date of possession, the Applicant(s) shall pay proportionate share of such taxes, liabilities, if any, in proportion to the total area of the Said Apartment/unit to the maintenance agency or to the Promoter, who, on collection of the same from the Applicant(s), shall deposit the same with the concerned authorities. The Allottee(s) is required to make these payments without objection or delay. In case any such demand of Municipal tax, property/house, water charges/tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are already paid by the Company, the proportionate amount thereof will be payable and be paid by the Applicant(s) and any default by the applicant(s) in making such payment in time would constitute a lien upon the said Apartment/Unit. The Company/Developer undertakes and agrees that while raising a demand on the Applicant(s) for increase in development charges, cost imposed by the

competent authorities, the Company/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant(s), which shall be payable along with subsequent demands and Applicant(s) shall make payment of the same without any demur and shall not raise any objection for the same. Provided that if there is any new imposition or any increase of any development fee after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the Applicant(s).

- 14)** There exists no assurance of appreciation in the value of the allotted Said Apartment/Unit in the future and that the Said Apartment/Unit's/property's future valuation is subject to market dynamics and fluctuations in line with the market sentiment, without any definite commitment to future appreciation. As such any depreciation in the future value of the Said Apartment/Unit/property will not result in the Company/Developer being held responsible or liable to compensate the Applicant(s).
- 15)** It is made clear by the Promoter and the Applicant agrees that the Apartment/unit along with one earmarked Car Parking (Usage Right) Space shall be treated as a single indivisible unit for all purposes. The Open/Stilt/Covered Car Parking (Usage Right) space shall form an integral part of the Said Apartment/unit and usage right of the same will be given to the applicant for his exclusive use. The Open/Stilt/Covered Car Parking (Usage Right) space shall always remain attached to and be an integral part of the Said Apartment/unit and the same shall not have any independent legal character detached from the Said Apartment/unit. The applicant shall not sell/transfer/deal with the Open/Stilt/Covered Car Parking (Usage Right) space as independent of the Said Apartment/unit and whenever the Said Apartment/unit is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously and further undertakes not to modify, make any changes or cover the car parking space in any manner whatsoever at any point of time. The Open/Stilt/Covered parking (Usage Right) space shall mean the parking space to be provided in the Said Building/Said Project as the case may be. The applicant shall park his vehicle in the said Car Parking space only and not anywhere else in the Said Building/Tower/Project. The Company will allot the reserved/demarcated Open/Stilt/Covered Car Parking (Usage Right) space to the applicant after handing over of the Said apartment/unit and the decision of the Company in allotment of the specified Open/Stilt/Covered Car Parking (Usage Right) space to the applicant shall be final and shall be accepted by the applicant and the applicant shall have no right to raise any objection in that regard.
- 16)** The Applicant(s) are strictly prohibited from making any alterations, modifications, or changes to the exterior elevation of the Project and/or the Group Housing Complex. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the Project and Group Housing Complex building.
- 17)** That any request for any change in construction and layout of any type in the apartment/unit of change in the payment plan from the applicant(s) shall not be entertained.
- 18)** In the event of the Company agreeing to allot the Apartment/Unit to the Applicant(s), the Applicant(s) agrees to pay further installments of the Total Price and all other dues as stipulated in the application/Payment Plans, failing which the application/ allotment shall be treated as cancelled and Application Money or Earnest Money (whichever is higher) paid by me/us shall stand forfeited in favor of the Company.
- 19)** In case the Applicant(s) decide not to continue with the booking and the same is communicated in writing to the Company within 15 days of signing of this Application Form then the amount paid by the Applicant(s) against the provisional allotment of apartment/Unit

shall be refunded without any deduction. In case the Applicant(s) decide not to continue with the booking and the same is communicated in writing to the Company after 15 days of signing of this Application Form then the Company shall be entitled to deduct/forfeit the Earnest Money paid by the Applicant and taxes deposited with the government. After this deduction, balance amount (if any) will be refunded to the Applicant(s).

- 20)** The membership fee and the terms & conditions for use of any amenities within the Project shall be such as may be prescribed/ decided by the Company/ its nominated agency from time to time and applicant(s) shall also strictly follow all the rules and it is clearly specified herein that amenities within the project means amenities developed by the Company particularly for the Project. That the Applicant(s) also understands that by buying the Apartment/Unit with the Company, applicant(s) shall not get any right on the amenities/ facilities in the in the project.
- 21)** The Applicant(s) understands and acknowledges that a club facility is being developed within the Project premises, which shall be available for the use of residents of all the towers within the Project, subject to the payment of fees and the compliance with the terms & conditions as may be prescribed/ decided by the Company and/or its nominated agency from time to time.
- 22)** It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 23)** The Applicant(s) is fully satisfied with the total price of the Apartment/Unit and has agreed to pay all the payments/amounts as per the agreed/applicable payment plan. The Applicant(s) hereby also agrees and undertakes to pay all the amounts due along with applicable taxes and payable to the Company in accordance with the Payment Plan opted on or before the respective due dates. It is being clarified that the Company will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the Company, it is clearly clarified that these above mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well. As the timely payment is the essence of the transaction, so any kind of delay in payment either on account of self-funding or due to delay in arrangement of loans from Banks/ NBFC's/Housing Finance Companies/or any other Financial Institution shall be the sole responsibility of the Applicant(s). Further the Applicant(s) is responsible to bear and pay the delayed payment interest on the respective installment to the Company.
- 24)** The Applicant(s), undertakes to sign & execute the Agreement to Sell (Builder Buyer Agreement) after the complete payment of the Earnest Money i.e. 10% of the total price of the Apartment/Unit has been made. In case, the Applicant(s) opts for cancellation of booking before signing the Agreement to Sell (Builder Buyer Agreement) or fail to sign or execute the Agreement to Sell (Builder Buyer Agreement) even after receiving two notices of 15 days each from the Company, the Company, without prejudice to any other rights, shall be entitled to forfeit the entire Earnest Money along with the amount of tax deposited with the government.
- 25)** In case the Applicant(s) deposits a partial amount of the Earnest Money but fails to make the complete amount of earnest money and does not respond to the Company's attempts to contact him/them, then the Company reserves the right to forfeit the amount of such partial payment after expiry of 30 days from the date of deposit of the partial amount and shall also be entitled to sell the Apartment/Unit to any other party. However, the Company may, at its discretion, allow continuation of the booking of the Apartment/Unit by the Applicant(s) upon payment of the required penalty and interest charges by the Applicant(s).

- 26)** If any of the cheques of the Applicant(s) gets dishonoured for any reason whatsoever, Company shall be fully entitled, at its sole discretion, to cancel the booking and to forfeit the Earnest Money along with the non-refundable taxes.
- 27)** All outstanding amounts payable by any party under this transaction shall carry **interest at the rate of equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% (unless provided under the Rules) per annum on the amount due as agreed herein.**
- 28)** Any request for endorsement/transfer will not be entertained by the Company before execution and signing of the Agreement to Sell (Builder Buyer Agreement) and the same shall be at the discretion of the Company and upon payment of transfer fee/charges @ **Rs. 100/- (Rupees One Hundred Only) Per Sq.ft. + applicable GST**, calculated on the Total Area and the same shall be payable by such applicant to the Company at the time of submitting application for such subsequent sale /transfer/endorsement etc., **However, the first transfer shall be done only after receipt of 70% of the total price consideration plus applicable GST.**
- 29)** That in case reissuance of Agreement for Sale (Builder Buyer Agreement), change in payment plan, correction in name of applicant/co-applicant, tri partite agreement, permission to mortgage or any other document is required and requested by the applicant(s) or bank/financial institution, the Developer has sole right to reissue or reject the reissuance. The reissuance at every time shall attract **a fee of Rs. 25000/- + applicable GST**, as administrative charges and shall be payable by the applicant(s).
- 30)** The addition or deletion of blood relations of the Applicant(s) shall be subject to payment of administrative charges at prevailing rates. Please note that the administrative charges are subject to change from time to time.
- 31)** The Applicant(s) agrees and undertakes to pay all charges as demanded by the Company including the charges towards electricity, water and sewerage connection, electricity meter and water meter (if any), maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance within the Apartment/Unit) etc. as may be levied by Company or Unit /apartment / association of flat /apartment owners at the Project or by the maintenance agency appointed for the said purpose by the Company. The Applicant(s) acknowledges that the Company is entitled to charge advance maintenance charges for a period of 24 (Twenty Four Months) year which will be calculated from the period starting from the date of possession.
- 32)** The Company is absolutely free and competent to intimate for the possession of the said Apartment/Unit on the basis of Deemed Completion, as envisaged in The Uttar Pradesh Urban Planning and Development Act, 1973, The Uttar Pradesh Industrial Area Development Act, 1976 and the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010 and the bye-laws of the concerned development authority, which stipulates that in case the completion certificate is not issued by the prescribed sanctioning authority within 3 (three) months of receipt of the application for obtaining completion certificate/and/or notice of completion, complete with all the required certificates and other documents required, it shall be deemed that the completion certificate has been granted after the expiry of 3 (three) months.
- 33)** The Completion time period shall stand reasonably extended on account of (i) any force majeure events including but not limited to any pandemic, lockdown, natural disaster, ban on construction activities or any restrictions imposed by the National Green Tribunal or any other judicial/quasi-judicial/administrative or government authority, or any delay caused by the government authorities in granting approvals, affecting the regular development of the Project and/or (ii) reasons beyond the control of the Company and/or its agents and/or (iii)

due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s). The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly be excluded from agreed possession date.

- 34)** For the purposes of maintenance and management of the Project, the Company would be appointing a facility management company/entity, at its sole discretion without any reference to the Applicant(s) and other occupants of the Project on such terms and conditions as the Company may deem fit and the Applicant(s) agrees and consents to the same. The Applicant(s) acknowledges that the Company may also retain some portion apartments/unit in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant(s) shall not raise any objections with respect to the same.
- 35)** In case of joint Applicant(s), all correspondence/communication shall be sent to the Applicant, whose name appears first and at the address or WhatsApp Number provided by the first named Applicant, which shall for the purposes be considered as served on all the Applicant(s) and no separate communication shall be required to the other named Applicant(s). For any kind of change in the mailing communication address or WhatsApp numbers of the Applicant(s), the Applicant(s) shall inform the Company by filing the requisite form and receiving proper acceptance receipt from the officer in-charge. If the Applicant(s) fails to convey the updated details to the Company, all demands, notices etc. sent by the Company to the address or WhatsApp numbers already in the records of the Company shall be deemed to have been received by all the Applicant(s).
- 36)** In the case of joint application for the Apartment/Unit, all payments/ refund to be made by the Company to the joint applicant(s) under the terms of the transaction documents which shall be valid discharge of all liabilities of the Company towards all such joint Applicants.
- 37)** The applicant shall get his complete address registered with the Company and submit necessary ID/Address proof and it shall be Allottee's sole responsibility to inform the company in writing by Registered/Speed Post A.D. about all or any subsequent changes, if any, failing which all communications/notices etc. sent by the Company at the first address as mentioned by the Applicant in his Application Form or at the last known address as informed by the Applicant, as the case may be, shall be deemed to have been received by the Applicant.
- 38)** The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to application of the Apartment/Unit are made by non-resident(s)/foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Company with such permission/approvals/no objections to enable the Company to fulfil its obligations under this Application and Agreement for Sale (Builder Buyer Agreement). Any implications arising out of any default by the Applicant(s) shall be the sole responsibility of the Applicant(s). The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. The Applicant(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this Application Form, it shall be the sole responsibility of the Applicant(s) to inform the Company by filing the requisite form and receiving proper acceptance receipt from the officer in-charge. Failing which all demands,

notices etc. sent by Company to the address or WhatsApp numbers already in the records of the Company shall be deemed to have been received by all the Applicant(s).

- 39)** The Applicant(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Applicant(s) under this Application towards the said Apartment/Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations. The Applicant(s) further declare(s) and authorize(s) the Company to give personal information of the Applicant(s) to any statutory authority as may be required from time to time. The Applicant(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Applicant(s) further agree(s) and confirm(s) that in case the Company becomes aware and/or in case the Company is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Company shall at its sole discretion be entitled to cancel/terminate/reject this Application. Upon such termination the Applicant(s) shall not have any right, title or interest in the Apartment/Unit neither have any claim/demand against the Company, which the Applicant(s) hereby unequivocally agree/s and confirm/s.
- 40)** In the event of cancellation of the said Apartment/Unit by the Company, as a result of any default on the part of the Applicant(s) and/or if the Applicant(s) voluntarily cancels the unit, the Company, in addition to the deductions permissible under the application form/agreement to sell (builder buyer agreement), shall have the right to adjust/deduct the value of the benefits extended to the Applicant(s) under any scheme (in the form of free gifts/assured rental etc.) during the existence of the booking, before releasing the refund amount (if any), that the Applicant(s) may be entitled to receive.
- 41)** The terms and conditions mentioned herein indicative in nature. The detailed terms and conditions contained in the Agreement to Sell (Builder Buyer Agreement) shall follow this Application.
- 42)** The Applicant(s) shall sign all the pages of this Application in token of his acceptance of the same. The Applicant(s) agree(s) that the Application once made will be final and changes (if any) can be made only subject to the discretion of the Company. The Applicant(s) herein declares that the above terms and conditions have been read and understood by him/them and the same are acceptable to him/them.
- 43)** That Applicant(s) are fully aware that the Company has not authorized any person or entity to collect the payment on its behalf. All the payments against the Applicant(s) booking will be made only to the Company and its affiliated companies. The Company shall not be responsible for payments made to any other party other than the Company.
- 44)** Any dispute with regard to application or allotment shall be subject to arbitration by a sole arbitrator appointed by the Company only.

DECLARATION:

I/We do hereby declare that I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We do hereby further declare that I/We have carefully read and understood all the contents of this Application from.

I/We do hereby declare that after giving such careful consideration to all facts, terms, conditions and representations and after obtaining independent legal advice on the same, I/We have now submitted this Application fully conscious of my/our liabilities and obligations including but not limited to as set out in the terms and conditions provided in this Application. I/We further undertake and assure the Company that in the event of rejection/cancellation of my/our Application / booking / Agreement for Sale (Builder Buyer Agreement) either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application, I/We shall be left with no right, title, interest or lien in any manner whatsoever on the Said Apartment/Unit applied for and/or finally allotted to me/us.

I/We, the undersigned Applicant(s), do hereby solemnly affirm and declare that the abovementioned particulars/information given by me/us are true and correct to the best of my/our knowledge, nothing stated therein is untrue and nothing material has been concealed there from.

Yours Faithfully,

Date:

Place:

Sole/First Applicant/Authorised Signatory

Second Applicant

Third Applicant

FOR OFFICE USE ONLY

Receiving Officer's Name.....Signature.....Date.....

1. Apartment/Unit No.....Floor.....Block.....

2. Carpet Area:Sq.mtr.....Sq.ft., Total Area:Sq.mtr.....Sq.ft.

3. Parking Type:

4. Total Price of the Apartment/Unit:

5. Payment Plan: Construction Linked Plan.....

6. Payment received vide Cheque/DD/NEFT/RTGS No. Dated Drawn on
For Rs Rupees

7. Booking Direct Through Dealer/Broker.....

8. Check list for receiving officer:

Booking Amount by Cheque / Draft / Pay Order. (Out station cheques will not be acceptable).

Customer's Signature on all pages of the Application form

4 Photo's Each Applicant's

Copy of Pan Card / Undertaking Form No. 60.

Address Proof: Aadhar Card/Copy of Passport / Voter ID / Electricity Bill.

Sales Head

VP Sales

Director Sales

Sole/First Applicant/Authorised Signatory

Second Applicant

Third Applicant