

APPLICATION FORM FOR BOOKING OF APARTMENT/UNIT

Gaur NYC Residences

To

Gaursons Hi-Tech Infrastructure Private Limited

(A private limited company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013)

Corporate Office at:Gaur Biz Park, Plot No.-1, Abhay Khand-II,
Indirapuram, Ghaziabad-201010, U.P

Provisional Apartment/Unit No.

Floor

Block

Use of Apartment/Unit : Residential

Part of Township Project: Wave City

Project: the group housing complex admeasuring 47735.55 square meters and named as "Gaur NYC Residences"

RERA Registration No. Gaur NYC Residences
.....

I/We, the under mentioned person(s), am/are interested to buy an apartment of size measuring Carpet Area square meters. (.....square feet) in the _____ floor of the tower _____ in your project namely 'Gaur NYC Residences', falling in Plot No. GH-06, falling in Kingwood Enclave, Sector-03, Wave City, NH24, Ghaziabad, Uttar Pradesh in (hereinafter referred as "Project"). I/We furnish my/our particulars as under:

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.....

S/W/D of

Date of Birth Profession/Service

Designation..... Nationality.....

Marital Status No. of Children

Residential Status:

☐Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Residential/PermanentAddress.....

.....

.....

OfficeAddress.....

.....

.....Telephone

Res Telephone Office

Mobile No WhatsApp No

E-mail ID Income Tax PAN

Passport No Aadhaar Number

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

2. SECOND APPLICANT

Mr./Mrs./Ms.....
 S/W/D of
 Date of Birth Profession/Service
 Designation..... Nationality.....
 Marital Status No. of Children
 Residential Status:
☐Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Residential/PermanentAddress.....

 OfficeAddress.....

Telephone
 Res Telephone Office
 Mobile No WhatsApp No
 E-mail ID Income Tax PAN
 Passport No Aadhaar Number
 Relationship with First Applicant

3. THIRD APPLICANT

Mr./Mrs./Ms.....
 S/W/D of
 Date of Birth Profession/Service
 Designation..... Nationality.....
 Marital Status No. of Children
 Residential Status:
☐Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Residential/PermanentAddress.....

 OfficeAddress.....

Telephone
 Res Telephone Office
 Mobile No WhatsApp No
 E-mail ID Income Tax PAN
 Passport No Aadhaar Number
 Relationship with First Applicant

4. IN THE NAME OF PARTNERSHIP FIRM/COMPANY/LLP

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

M/s....., **a partnership firm** duly registered under the Indian Partnership Act 1932, having its registered office at through its partner Shri/Smt. S/D/W/o Shri/Smt. authorized vide the authority letter dated (Copy of the authority letter signed by all Partners required).

PAN/TIN: Registration No.:

Telephone Nos.: Mobile No.:

WhatsApp Nos.: Email ID:

OR

M/s..... a company registered under the Companies Act, 1956/2013, having its corporate identification no.....and having its registered office at..... through its duly authorized signatory Shri/Smt..... S/D/W/o Shri/Smt authorized vide the board resolution dated (certified true copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

PAN: Registration No.:

Telephone Nos.: Mobile No.:

WhatsApp Nos.: Email ID:

OR

M/s....., **a limited liability partnership firm** duly registered under the Limited Liabilities Partnership Act, 2008, having its registered office at through its partner Shri/Smt. S/D/W/o Shri/Smt. authorized vide the authority letter dated (Copy of the authority letter signed by all Partners required).

PAN/TIN: Registration No.:

Telephone Nos.: Mobile No.:

WhatsApp Nos.: Email ID:

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

5. ADDRESS FOR CORRESPONDENCE :

.....
.....

RTGS/NEFT Details:

- Beneficiary Name:
- Bank Name:
- Branch Address:
- Account Number:
- IFSC Code:

6. EARNEST MONEY: 10% of the total cost of the apartment.

7. DETAILS OF APPLICATION MONEY:

Rs..... Cheque No./DD No./ RTGS No.
..... Date

8. Provisional Apartment No.-

Note: The Project adopts and implements a practice wherein the 13th floor is designated and marked as the 14th floor across all blocks. Following this pattern, subsequent floors are designated and marked accordingly.

9. Carpet Area in Sq.mt. / (Sq. Ft.) as per RERA -
(1 Sq. Mtr. = 10.764 Sq. Ft.)

10. Open Area/ Terrace Area in Sq.mt. / (Sq. Ft.) (if any)-

11. TOTAL COST OF APARTMENT

Rs. /- (Rupees
..... only) (Inclusive of GST).

Notes:

- The above mentioned Total Cost of the Apartment has been calculated on Carpet Area.
- GST of @ 5% is included in on Total Cost of Apartment and is subject to change depending on Govt. Policies.

12. The Total Cost of Apartment is exclusive of one year maintenance charges, water and common area electricity charges and Interest Free Maintenance Security and other charges (if any) as mentioned in Clause 15, 16 and 17 respectively of this Application Form.

Notes:

- Maintenance charges shall be applicable from the expiry of 3 months from the date of offer of possession or actual possession, whichever is earlier.
- *GST of @18% will be levied on Maintenance Charges, water charges and common area electricity charges.

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

13. Payments to be made by A/c Payee Cheque(s), Demand Draft(s)/ RTGS Transfers in favor of Gaursons Hi-Tech Infrastructure Private Limited payable at Delhi/Noida/Ghaziabad. A/c payee Cheque should be of Delhi NCR or at par.
14. 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.
15. **ONE YEAR MAINTENANCE CHARGES** (Inclusive of GST @18%): Rs./- (Rupees only)

Note: -

- a. Tentatively the amount of maintenance is Rs. ____/- (Rupees _____ only) per month on the Unit/Apartment (GST Additional), out of which Rs. ____/- (Rupee _____ only) per month shall be transferred to M/s. Uppal Chadha Hi-Tech Developers Private Limited (Original Vendor) or its nominated agency on account of Township maintenance Charges. These charges are tentative which is based on current costing and these shall be revised at the time of offer for possession and these charges shall be calculated on Unit/Apartment only. Terrace/paved/green area shall not be considered for calculation of maintenance charges of respective Apartment/Unit. The said maintenance charges shall be escalated 10% every year and township maintenance also be escalated proportionately.
- b. In future, if there is any increase in township maintenance charges by Uppal Chadha Hi-Tech Developers Private Limited or its nominated agency, then component of Township maintenance charges shall be revised accordingly in addition to revision of maintenance as per agreed terms.
16. The Company will charge for water supply charges at the rate of minimum Rs. ____/- (Rupees _____ only) per Apartment/Unit per month or the actual bill on basis of consumption whichever is higher and Common Area Electricity charges at the rate of minimum Rs. ____/- per apartment/unit per month or the actual bill on basis of consumption whichever is higher. GST shall be charged additionally. These charges are apart from Maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by the applicant(s) himself.
17. **IFMS* (Interest Free Maintenance Security)** Rs. ____/- (Rupees _____ only) (payable at the time of offer of possession). Out of this amount a certain portion of IFMS shall be transferred to Uppal Chadha Hi-Tech Developers Private Limited or its nominated agency. Further the IFMS amount can also be used by the Company for the replacement of any capital equipment or for any capital expenditure.

** The balance amount of IFMS will be handed over to RWA/AOA at the time of handing over the maintenance and common area of the Project after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the Company/Developer for electricity connection and any further work for the Project. Further any outstanding charges due from the Applicant(s)/residents on account of electricity, maintenance or any other charges shall also be deducted from the total IFMS amount to be transferred to the RWA/AOA.*

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

18. PAYMENT PLAN: - As per Annexure.

19. Total Area in Sq.mt./ (Sq. Ft.)-

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 Area.

Carpet Area means "the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment".

"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, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, terraces, parks, playground, open parking areas and common storage spaces;
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community and commercial facilities as provided in the real estate project;
Explanation:- community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.
- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

20. SOURCE OF PAYMENT:

- (i) Own Saving ☐
- (ii) Family & Relatives ☐
- (iii) Home Loan ☐
- (iv) Any Combination (i) to (iii) ☐

21. CHANNEL PARTNER (COMPANY NAME)/ (BROKER(s) OR DIRECT SALES TEAM (EXECUTIVE NAME).....

RERA Number of Channel Partner

22. ELECTRICITY INFRASTRUCTURE: (K.V.A.) through single point connection/multi point connection.

Note:

- I. Although I/we have chosen the above option, I/we understand and acknowledge that at the time of obtaining Occupancy/Completion, the Company will apply for electrical connection and at that time there may be the following two scenarios:
 - a) **Single Point Connection:** In this case Company shall provide the infrastructure and meter to the Applicant(s). The proportionate security deposit with the respective

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

electricity/power authority will be deducted from the IFMS at the time of handing over the maintenance and common area of the project to RWA/AOA.

- b) **Multi point Connection:** In this case, the Company shall provide the infrastructure for electricity in the Apartment/Unit and the Applicant(s) will apply directly for electricity connection to Competent Authority/ UPPCL/PVVNL. The cost of the meter, installation, and security deposit shall be borne by the Applicant(s) itself/themselves.
- II. The electrical installation/ transformers/ E.S.S. equipment and cabling shall be designed with 60 % diversity factor. For example for 10000 KVA load only 6000 KVA capacity shall be installed.
- III. **POWER BACK-UP**..... (K.V.A.) facility shall be provided through DG (subject to applicable norms) and its fixed and variable charges shall be payable by the Applicant(s) and its rates shall be decided at the time of offer of possession depending upon prevailing prices of fuel.
- IV. The DG equipment and cabling shall be designed with 80 % diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed.

23. All rules & regulations of RERA shall be applicable.

24. Annexure:

- Payment Plan
- Apartment/Unit Floor Plan
- Specifications of Apartment/Unit
- Parking No., Layout Plan
- Project Layout Plan

For Gaursons Hi-Tech Infrastructure Private Limited

(Authorized Signatory)

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

FOR OFFICE USE ONLY

Check List for Receiving Officer:

- a) Earnest Money/ Application Money cheques/drafts/ RTGS ☐
- b) Customer's signature on all pages of the application form ☐
- c) Photographs of the applicant(s) ☐
- d) PAN No. & copy of PAN Card/ Undertaking Form No. 60 ☐
- e) Aadhaar Card No. & copy of Aadhaar Card ☐
- f) Copy of the Cancelled cheque of each Applicant ☐
- g) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution ☐
- h) For partnership firms : photocopy of Firm Registration and partnership deed ☐
- i) For Foreign Nationals of Indian origin: Passport Photocopy/funds from NRE/FCNR A/c ☐
- j) For NRI: Copy of Passport & Payment through NRE/NRO A/c ☐
- k) For Hindu Undivided Family (HUF): Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF. ☐

RECEIVING OFFICER:

Name..... Signature Date:

Sales Rep.**Received by
(Inventory)****Checked by
(CRM)****Checked by
(Audit Deptt.)**

Signature

Signature

Signature

Signature

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

GENERAL TERMS AND CONDITIONS AS PART TO THIS APPLICATION FORM

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

1. The project i.e. **Gaur NYC Residences** ("Project") forms an entire group housing complex, comprising of a total area admeasuring 47735.55 Square Meters (Approx. 57091.71 square yards) which has been acquired by the Company from M/s. Uppal Chadha Hi-Tech Developers Private Limited vide the Conveyance Deed dated March 31, 2023 duly registered in the office of Sub-Registrar, Sadar III, Ghaziabad, Uttar Pradesh in Book No. 1, Volume No. 17594 on pages 245 to 314 with registration number 3134 on 31st March, 2023.
2. That the entire Project is part of Hi-Tech Township in the name of Wave City for which necessary agreements, MOUs and documents have been executed between M/s. Uppal Chadha Hi-Tech Developers Private Limited and Government of Uttar Pradesh/GDA and all the stipulations outlined in these agreements, MOUs and documents, including the Conveyance Deed, and other terms and conditions of the Hi-Tech Township Policy shall be applicable to the entire land area of the Project and shall be binding upon me/us.
3. That all the Hi-Tech Township level facilities shall be provided by M/s. Uppal Chadha Hi-Tech Developers Private Limited.
4. The Project is named and styled as "**Gaur NYC Residences**" 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 _____ & 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 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 / papers 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 over the land parcel on which the Project is being developed.
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. 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.

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

9. 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 convenient shopping area of the Project.
10. The Project consists of multiple towers that will be constructed in a phased manner, with the acquisition of the relevant part completion certificate/part occupancy certificate, completion certificate/occupancy certificate, deemed completion/deemed occupation 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 RWA/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.
11. 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 retains the freedom to retain or transfer the ownership of such areas to any other party.
12. The entry and exit of the convenient shopping area are separate and the services for both the residential and convenient shop areas common. Therefore, electricity and maintenance for the convenient shops shall be charged at the same rates as for residential units. The RWA/AOA retains no right to object to or interrupt the services of the convenient shop as long as they are regularly paying all their dues towards the electricity and maintenance to the RWA/AOA.
13. The Total Price is escalation-free, save and except increases and the Applicant(s) shall be liable for paying any charges under the Hi-Tech Policy demanded by the Government/Original Vendor on a pro-rata basis. Additionally, any demand and/or imposition, retrospectively or prospectively, including but not limited to farmer compensation, land use charges, freehold charges, metro cess, Ganga water tax, or trade tax, property tax, 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 Hon'ble Supreme Court or any other court or judicial authority shall also be payable by the Applicant(s) proportionately as per such order/notification/circular/advisory or direction. The Applicant(s) is required to make these payments without objection or delay. In case any such demand of service tax, trade tax, property tax, house tax, water 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, farmer compensation 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.

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

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. The Applicant(s) and/or the RWA/AOA 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.
16. 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 Cost 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.
17. 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 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 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).
18. The Applicant(s) has seen all the documents of approvals, project layout & specifications etc., pertaining to the aforesaid Project and the Applicant(s) is fully satisfied about the title and rights of the said Company in respect of the aforesaid Project.
19. Any dispute with regard to application or allotment shall be subject to arbitration by a sole arbitrator appointed by the Company only.
20. The Applicant(s) and/or the RWA/AOA shall not have right to and are hereby expressly prohibited from altering, modifying or changing the name of the Project.
21. 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 Hi-Tech Township.
22. 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.

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

23. The Applicant(s) hereby understands, acknowledges, and accepts that a lounge facility is being developed on the roof of Tower A in the Project, which is intended solely and exclusively for the use of the residents of Tower A. Residents of Tower A shall be required to pay charges at the rate of Rs. 0.25/- per square feet per month, towards the maintenance of the lounge facility, in addition to the maintenance charges which are being paid towards the maintenance of the Project and the Hi-Tech Township. The residents of other towers shall have no right of access to this lounge and shall not raise any objections and/or claims against such exclusive access to the residents of Tower A.
24. The Company shall make provision for electronic vehicle chargers within the Project in accordance with the prevailing Green Building norms. However, the acquisition and installation, of EV chargers, the operation and maintenance of the charging stations and points shall be the sole responsibility of the RWA/AOA and the residents of the Project.
25. The Applicant(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 1934 and rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfil its obligations. Any refund, transfer of security, shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. 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.
26. The Applicant(s) declares, agrees and confirms that the monies paid/payable by him under this Application 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 declares and authorizes the Company to give its personal information to any statutory authority as may be required from time to time. The Applicant(s) further affirm that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within the knowledge of the Applicant(s). The Applicant(s) further agrees and confirms 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, pursuant to which, the Applicant(s) shall not have any right, title or interest in any project and/or the unit neither have any claim/demand against the Company, which the Applicant(s) hereby unequivocally agrees and confirms.
27. The Applicant(s) is fully satisfied with the cost 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

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

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.

28. 10% of the cost of Apartment/Unit, shall be construed, considered and treated as "Earnest Money", to ensure the performance, compliance and fulfilment of his/ their obligations under this Application and later as per the Agreement to Sell. The Earnest Money shall include Application Money as paid by the Applicant(s) under this present Application.
29. The Applicant(s), undertakes to sign & execute the Agreement to Sell after the complete payment of the Earnest Money i.e. 10% of the total cost of the Apartment/Unit has been made. In case, the Applicant(s) opts for cancellation of booking before signing the Agreement to Sell or fail to sign or execute the Agreement to Sell 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.
30. In case the Applicant(s) deposits a partial amount of the Earnest Money but fails to make the payment of the complete amount 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).
31. If any of the cheques of the Applicant(s) gets dishonored 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.
32. All outstanding amounts payable by any party under this transaction shall carry interest at the rate of 1% (one percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum.
33. Any request for endorsement will not be entertained by the Company before execution and signing of the Agreement to Sell and the same shall be at the discretion of the Company and subject to payment of applicable charges.
34. 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.
35. 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 holders at the Project or by the maintenance agency / property manager 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 1 (one) year which will be calculated from the period starting

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

- from the expiry of three months from the date of sending the Offer of Possession to the Applicant(s) or date of actual possession, whichever is earlier.
36. The Company is absolutely free and competent to offer the possession of 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/occupancy certificate is not issued by the prescribed sanctioning authority within 3 (three) months of receipt of the application for obtaining completion certificate/occupancy certificate and/or notice of completion, complete with all the required certificates and other documents required, it shall be deemed that the completion certificate/occupancy certificate has been granted after the expiry of 3 (three) months.
 37. 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.
 38. 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 /units/apartments 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. The applicants(s) is also aware that some portion of the maintenance charges shall be transferred to Uppal Chaddha Hi-Tech Developers Private Limited or its nominated agency for maintenance of township.
 39. 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).
 40. 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.
 41. 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

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

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.

42. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to provisional 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 fulfill its obligations under this Application and Agreement to Sub-lease. 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. 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).
43. 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.
44. The Applicant(s) hereby confirms that he is fully aware of the payment plan adopted by him and he agrees to fully comply with it.
45. 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, 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

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

booking, before releasing the refund amount (if any), that the Applicant(s) may be entitled to receive.

46. The terms and conditions mentioned herein indicative in nature. The detailed terms and conditions contained in the Agreement to Sell shall follow this Application.
47. 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.
48. 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.

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

CONFIRMATION & ACKNOWLEDGEMENT

I/ We have read and understood the contents and terms and conditions of this application form and the Annexures. I/We hereby agree, accept and undertake to abide by all the terms and conditions as stipulated in this application form.

Signature.....

Name.....

(Allottee/s/ Applicant(s))

Date.....

Place.....

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

CUSTOMER FEEDBACK FORM**(MANDATORY)****1) How did you get to know about us?**

- (a) Newspaper Ad ☐ (b) Outdoor ☐ (c) Radio ☐ (d) Website ☐
 (e) Reference ☐ (f) Broker ☐ (g) Exhibition ☐ (h) Any Other ☐

2) With whom you have booked this Apartment/Unit?

- (a) Direct sales team / Executive of our Company, please mention name

.....

- (b) Through Channel partner (Broker)
please specify the name of broker and
 its Executive name/Sales person name.....

3) Please rate your experience

- (a) With the Sales Person Excellent ☐ Good ☐ Average ☐ Poor ☐
 (b) With the Channel Partner Excellent ☐ Good ☐ Average ☐ Poor ☐
 (c) Overall Experience with GAURS Excellent ☐ Good ☐ Average ☐ Poor ☐
 (d) Experience at Project Site Excellent ☐ Good ☐ Average ☐ Poor ☐

4) Remarks/Any Comment

5) Would you like to provide any references whom we can contact for our business promotion:

- (a) Name _____
 Mobile No _____
 Any Other Number _____
 (b) Name _____
 Mobile No _____ Any
 Other Number _____

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date: