

APPLICATION FORM FOR BOOKING OF SHOP / UNIT IN TRG THE MALL (PROJECT)

SHOP/UNIT NO.: **FLOOR:** **AREA MEASURING:**

To,

M/s Trisol Red Developers LLP

(Promoter of the Project)

(A LLP registered under The Limited Liability Partnership Act, 2008)

Corporate Office at: B-92, Ground Floor,

Sector-63, Noida-201301,

Uttar Pradesh, India

Dear Sir,

I/We request to book above-mentioned Shop under..... Payment Plan.

I/We remit herewith a sum of Rs..... (Rupees only) by Bank Draft/

Cheque No./ UTR No Dated Drawn on as booking amount.

The applicant(s) have clearly understood that this application does not constitute an Agreement to Sale/Sub-Lease and the applicant(s) do not become entitled to the provisional and/or final allotment of an apartment/plot/Shop/Unit notwithstanding the fact that the LLP has issued a receipt in acknowledgement of the money tendered with this application.

The applicant(s) acknowledges that the LLP has provided all the information and clarifications as sought by the applicant(s), and satisfied with the same. The applicant(s) has relied on own judgment and conducted inquiry before deciding to apply for purchase of the said apartment/plot/Shop/Unit. The applicant(s) has neither relied upon nor is influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by LLP or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said project/said apartment/plot/unit. This application is complete and self-contained in all respects. No oral or any written representation or statements shall be considered constituting part of this application.

My/Our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms

S/W/D of

Date of Birth..... Profession/Service..... Nationality

Residential Status: Resident Non-Resident Foreign National of India Origin

Income Tax Permanent Account No.

Aadhaar No.....

Permanent Address

Correspondence Address

Mobile/Phone

E-mail ID

Designation, Office Name & Address

Official Phone No Official E-mail ID

2. SECOND APPLICANT (Co - Applicant)

Mr./Mrs./Ms Relationship with Applicant.....

S/W/D of

Date of Birth..... Profession/Service..... Nationality

Residential Status: Resident Non-Resident Foreign National of India Origin

Income Tax Permanent Account No.

Aadhaar No

Permanent Address

Correspondence Address

..... Mobile/Phone

E-mail ID

Designation, Office Name & Address

Official Phone No Official E-mail ID

OR

3. M/s..... A partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at through its partner authorized by along with firm resolution. (Copy of the resolution signed by all Partners required).

Shri/Smt

S/D/W/o Shri/Smt

PAN/TIN Registration No

Telephone Nos Fax Nos.

Email ID

OR

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

PAN No. Telephone Nos

Fax Nos Email ID

5. DETAILS OF SHOP/UNIT

Shop/Unit No: on Floor, Area Measuring Sq. Mtr. (..... Sq. Ft.) & of Carpet Area* Sq. Mtr. (..... Sq. Ft.) approx. *Carpet area: The net usable floor area of a shop/unit, 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, column and structural walls of the apartment /unit.

6. COST OF SHOP/UNIT Rs..... (in words

The said rates are exclusive of certain charges/taxes mentioned hereinafter.

Note : Payments to be made by A/c Payee Cheque(s), Demand Draft(s) in favor of LLP' payable at Noida, A/c payee cheque should be of Delhi NCR or at par.

7. GST @12% Rs..... (Payable as per payment plan)

8. Total Cost including GST Rs (In words.....)

9. Payment Plan

10. Booking under scheme / offer / price list

11. I/We require electrical connection for..... KVA.

12. I/We require power back-up of..... KVA and I/We am/are ready to pay the per unit charges of the power back-up (i.e. running of DG Set) which will be decided at the time of offer of possession depending upon prevailing prices of fuel.

- All the terms & conditions of agreement for electricity & power back-up shall be also applicable and binding. The electrical installation / transformers / Gen. Sets / E.S.S. equipments and cabling shall be designed with 60 % diversity factor therefore for 10000 KVA load only 6000 KVA capacity shall be installed.
- 1 SQ. MTR= 10.764 SQ. FT.

13. Parking Type: Stilt / Podium Basement Big Basement (this is back to back parking space for 2 Cars)

Other Details.....

14. IFMS (Interest Free Maintenance Security) Rs per Sq. Ft. Rs.
(In words) Only) for Commercial Unit.

APPLICANT(S)

PROMOTER

15. Rates of Monthly Maintenance Charges (per Sq Ft of total sale area along with taxes) of Commercial Unit shall be decided and payable at the time of possession on the basis of prevailing cost of services in the market.

Note: 15% out of the total Monthly maintenance charges shall be transferred in the head of Township Maintenance Account.

16. Estimated Date for the Possession of Shop/Unit :

17. In Case of Cancellation of Apartment/Shop/Plot/Unit. Refund to be made as details mentioned below

a) Main Applicant's name:

b) Bank Name & Branch:

c) Account Number: d) IFSC Code:

18. Any Other Remark

19. DECLARATION

I/We the applicant(s) do hereby declare that my/our above particulars/information's given by me/us are true and correct and nothing has been concealed there from. It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said apartment/plot/unit. I/We shall be considered as intending allottee(s) only.

DATE

PLACE.....

YOURS FAITHFULLY

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name..... Signature Date.....

1. Type of Shop/Unit.....Shop/Unit No.....Floor.....

2. Parking Type: Stilt/Podium Basement Big Basement (this is back to back parking space for 2 cars) Parking Space No. with Details

3. PAYMENT PLAN:

4. Total price payable for the Apartment/ Shop / Plot / Unit Rs

5. Payment received vides Cheque / DD / Pay order No / RTGS UTR NoDated
Drawn.....On..... for Rs.....(Rupees.....)

6. Provisional Booking Receipt No.....Dated.....

7. BOOKING: DIRECT THROUGH SALES ORGANISER

8. Sale Organizer's Name & Address, Stamp with Signature.....

9. Any Other Remarks.....

10. Check List for Receiving Officer.....

- (a) Booking Amount cheques/drafts
- (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) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- (f) For partnership firms: photocopy of Firm Registration and partnership deed
- (g) For Foreign Nationals of Indian origin: Passport Photocopy/funds from NRE/FCNR A/c
- (h) For NRI: Copy of Passport & Payment through NRE/NRO A/c
- (i) For Hindu Undivided Family (HUF): Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF.

Sales Organizer

Received by
(CRM)

Checked by
(CRM Admin)

Checked by
Director

.....
Signature

.....
Signature

.....
Signature

.....
Signature

ACCEPTED REJECTED

**INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR THE BOOKING OF
SHOP/Unit IN TRG THE MALL (PROJECT) AT KHASARA NO – 77MI, VILLEAGE DUNDAHERA, GHAZIABAD**

APPLICANT(S)

PROMOTER

This indicative, non-binding terms and conditions ("Term & Conditions") summarizes the principal terms, for negotiation purposes only, with respect to allotment of units/shops ("Unit") by Trisol Red Developers LLP ("Promoter") to the potential buyer(s) ("Applicant(s)").

The Promoter and Applicant(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose this application form, unless the context otherwise requires, -

- (a) "Act" means of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority (UP-RERA).
- (c) "Government" means the Government of Uttar Pradesh.
- (d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- (f) "Section" means a section of the Act.

WHEREAS:

- A. The Promoter is the absolute, legal, and beneficial owner of the land/plot ("Land") and the details of titles ownership of Land/plot are annexed herewith as **Schedule-A** herein.
- B. The said Land is earmarked for the purpose of building a commercial project as (CONVENIENT shopping complex), Comprising Lower Ground Floor, Ground Floor, First Floor and Second Floor building and the said project shall be known as **TRG THE MALL ("Project")**.
- C. The Promoter is fully competent to enter into this **Agreement** and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D. The Ghaziabad Development Authority ("GDA") has granted the commencement certificate to develop the Project vide approval dated XXXXXX dated XX/XX/XXXX.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the shop/Unit, plot or building, as the case may be, from GHAZIABAD DEVELOPMENT AUTHORITY (GDA). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority (UP-RERA) at Lucknow, Uttar Pradesh on under registration No.....
- G. The Parties have gone through the Terms & Conditions set out in this Agreement and understood the mutual rights and obligations detailed herein: - That the shop/Unit shall be sold as an independent shop/Unit with undivided interest in the common areas and facilities of the Project subject to the description mentioned in the deed of declaration submitted under Section 12 of the Uttar Pradesh Shop Act, 2010.
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, notifications, etc., applicable to the Project.
- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

TERMS:

- 1.1 (a) Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Applicant(s) and the Applicant(s) hereby agrees to purchase the shop/Unit No as specified in point No 5 of the application form.
- 1.1 (b) Both the Parties confirm that they have read and understood the provisions of Section-14 of the Act.
- 1.2 Goods and Service Tax (GST) is applicable for the real estate project and therefore, taxes as applicable are payable by the Applicant(s) over and above the consideration amount.
The total price will include taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the shop /Unit to the Applicant(s), and the Project to the association of applicants or the competent authority, as the case may be, after obtaining the completion certificate.
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Applicant(s) to the Promoter shall be increased / reduced based on such change / modification.
Provided further that if there is any increase in the taxes after the expiry of the scheduled 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).
- 1.3 The Promoter shall periodically intimate in writing to the Applicant(s), the amount payable as stated in 1.2 above and the Applicant(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Applicant(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.4 The total price of the shop/Unit includes, if applicable, recovery of price of Land, construction of not only the shop/Unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the shop, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per paragraph 11, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the shop/Unit and the Project.
- 1.5 The total price is escalation-free, save and except increases which the Applicant(s) hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Applicant(s) for increase in development fee, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled 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).

APPLICANT(S)

PROMOTER

1.6 The Applicant(s) shall make the payment as per the payment plan set out as per the Payment Plan.

1.7 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Applicant(s) by discounting such early payments for the period by which the respective payments will be preponed. The provision for allowing rebate and such rate of rebate shall not be subject revision/ withdrawal, once granted to an Applicant(s) by the Promoter.

1.8 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the shop/Unit or building, as the case may be, without the previous written consent of the Applicant(s) as per the provisions of the Act.

1.9 The Promoter shall confirm to the final carpet area that has been allotted to the Applicant after the construction of the building/Project is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Applicant(s) within 45(forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Applicant(s). If there is any increase in the carpet area, which is not more than 3(three) percent from the Applicant(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter/ square foot as agreed in this Agreement. Provided that the Promoter may make such minor additions or alterations as may be required by the Applicant(s), or such minor changes or alterations as per the provisions of the Act.

1.10 Subject to Para 9.3 of these Terms & Conditions, the Promoter agrees and acknowledges, the Applicant(s) shall have the right to the shop/Unit as mentioned below:

- (i) The Applicant(s) shall have exclusive ownership of the shop/Unit;
- (ii) The Applicant(s) shall also have undivided proportionate share in the common areas. Since the share/interest of Applicant(s) in the common areas is undivided and cannot be divided or separated, the Applicant(s) shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of Applicant(s) after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the shop/Unit includes, if applicable, recovery of price of Land, construction of not only the shop/Unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the shop/Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance amenities and specifications to be provided within the shop/Unit and the Project; and
- (iv) The Applicant(s) has the right to visit the Project site to assess the extent of development of the Project and his shop/Unit, as the case may be.

1.11 It is made clear by the Promoter and the Applicant(s) agrees that the shop/Unit along with parking shall be treated as a single indivisible unit for all purposes. It is agreed that this is an independent, self-contained Project covering the said Land and is not a part of any other project zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the Applicant(s). It is clarified that Project's and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the Applicant(s) of the Project.

1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the shop/Unit to the Applicant(s), which it has collected from the Applicant(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Applicant(s) or any liability, mortgage loan and interest thereon before transferring the shop/Unit to the Applicant(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.

1.13 The Applicant has paid as booking amount being part payment towards the Total Price of the shop/Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Applicant(s) hereby agrees to pay the remaining price of the shop/Unit as prescribed in the Payment Plan as may be demanded by the Promoter the time and in the manner specified therein. Provided that if the Applicant(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The interest rate will be **9.5% per annum** which may be subject to change as per rules (MCLR+1).

2. MODE OF PAYMENT: Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Applicant(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c payee cheque/demand draft/bankers cheque or online payment (as applicable) in favor of TRISOL RED DEVELOPERS LLP payable at Noida, Uttar Pradesh, India.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. 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 the other rules and regulations made thereunder 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in paragraph 3.1 above. The Applicant(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Applicant(s) and such third party shall not have any right in the application/allotment of the said shop/Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Applicant(s) only.

4. **ADJUSTMENT / APPROPRIATION OF PAYMENTS:** The Applicant(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Applicant(s) against the shop/Unit, if any, in his/her name and the Applicant(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:** The Promoter shall abide by the time scheduled for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the shop/Unit to the Applicant(s) and the common areas to the association of applicant or the competent authority, as the case may be.
Similarly, the Applicant(s) shall make timely payments of the installment and other subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan set out in application form.

6. **CONSTRUCTION OF THE PROJECT / SHOPS:**
6.1. The Applicant(s) has seen the proposed layout plan, specifications, amenities and facilities of the shop/Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, floor area ratio (FAR) and density norms and provisions prescribed by the GHAZIABAD DEVELOPMENT AUTHORITY (GDA) and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2. **FIT-OUT PERIOD:** That although all the major construction of the shops will be completed, however the final touch will be done during the "**Fit-Out Period**". It has been experienced that if the final touch to any shop has been given and the possession delays as the Applicant(s) do not proceed with the possession, the said finished shops get deteriorates with the span of time. Therefore, the concept of Fit-Out Period has been adopted and being applied. The final touch will take 20(twenty) to 30(thirty) days for an individual shop and the owner(s)/Applicant(s) may get these final touches done in his/her/their/ own presence, if desired so.

7. **POSSESSION OF THE SHOPS/UNIT:**
7.1. **SCHEDULE FOR POSSESSION OF THE SAID SHOP/UNIT:** The Promoter agrees and understands that timely delivery of possession of the shop/Unit to the Applicant(s) and the common areas to the association of applicants or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the shop/Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before , unless there is delay or failure due to any act of God, war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, political unrest or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Applicant(s) agrees that the Promoter shall be entitle to the extension of time for delivery of possession of the Shop/Unit:
Provide that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Applicant(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Applicant(s) the entire amount received by the Promoter from the allotment within 120 (One hundred twenty) days from that date. The Promoter shall intimate the Applicant(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Applicant(s), the Applicant(s) agrees that he/she shall not have any rights, claims etc against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this agreement.
In case the Project is developed in phases, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the association of applicants, once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the applicants.

7.2. **PROCEDURE FOR TAKING POSSESSION:** The Promoter, upon obtaining the completion certificate*/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the shop/Unit, to the Applicant(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion certificate/occupancy certificate (as applicable):
[Provided that, in the absence of applicable law the conveyance deed in favor of the Applicant(s) shall be carried out by the Promoter within 3(three) months from the date of issue of completion certificate/occupant' certificate (as applicable)]. The Promoter agrees and undertakes to indemnify the Applicant(s) in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoter.
The Applicant(s), after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of applicants, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the Unit/plot, as the case may be, to the Applicant(s) at the time of conveyance of the same.

7.3. **FAILURE OF APPLICANT(S) TO TAKE POSSESSION OF SHOP/UNIT:** Upon receiving a written intimation from the Promoter as per paragraph 7.2, the Applicant(s) shall take possession of the shop/Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the shop/Unit to the Applicant(s). In case the Applicant(s) fails to take possession within the time provided in paragraph 7.2, such Applicant(s) shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area for the period beyond 3 (three) months till actual date of possession in addition to maintenance charges as specified in paragraph 7.2.

7.4. **POSSESSION BY THE APPLICANT(S):** After obtaining the completion certificate/occupancy certificate (as applicable) and handing over the physical possession of the shop/Unit to the Applicant(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of applicants or the competent authority, as the case may be, as per the applicable law.
[Provided that in the absence of any applicable law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be with in thirty days after obtaining the completion certificate/occupancy certificate (as applicable)].

7.5. **CANCELLATION BY APPLICANT(S):** The Applicant(s) have the right to cancel/withdraw his allotment in the Act:
Provided that where the Applicant(s) proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the applicant within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment/plot or at the end of 1 (one) year from the date of cancellation/withdrawal by the Applicant(s), whichever is earlier. The Promoter shall inform the previous applicant the date of re-allotment of the said Unit/plot and also display this information on the official website of UP RERA on the date of re-allotment.

In all the cases of cancellation/ surrender etc., the Applicant(s) agrees that he/she/they shall not have any rights, claims against the Promoter after refund of the money paid to the applicants and the Promoter shall be release and discharged from all the obligations and liabilities under this Agreement.

7.6 **COMPENSATION:** The Promoter shall compensate the Applicant(s) in case of any loss caused to him due to defective title of the Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the shop/Unit in accordance with the terms of this Agreement, duly completed by the date specified in paragraph 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Applicant(s), in case the Applicant(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Shop, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due:

Provided that where if the Applicant(s) does not intend to withdraw from the Project, the Promoter shall pay the Applicant(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the shop/Unit, which shall be paid by the Promoter to the Applicant(s) within 45 (forty-five) days of it becoming due.

7.7 **USAGE OF UNIT:** Applicant(s) shall not use the said Unit for any purpose other than as agreed between the Parties or for immoral/ illegal purposes or in a manner that may cause nuisance or annoyance to occupants of other Units/shops in the said Land/ Project or to do or suffer anything to be done in or around the Project which tends to cause damage to any flooring or ceiling or services of any building adjacent to the said Project or anywhere in the said Land or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Applicant(s) hereby agrees to indemnify the Promoter against any penal action, damages or loss due to misuse for which the Applicant(s) / occupant shall be solely responsible. If the Applicant(s) uses or permits the use of the said Unit for any purpose other than as agreed between the parties, then the Promoter shall be entitled to treat these Terms & Conditions as cancelled and to resume the possession of the said Unit and the Applicant(s) has agreed to this condition.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The P hereby represents and warrants to the Applicant as follows:

- (i) The Promoter has absolute, clear, and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any court of law or Authority with respect to the said Land, Project or the shop/Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and shops/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, building and shops/Unit and common areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Applicant(s) created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said shop/Unit which shall, in any manner, affect the rights of Applicant(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said shop/Unit to the Applicant(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the shop/Unit to the Applicant and the common areas to the association of applicants or the competent authority, as the case may be.
- (x) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of shop/Unit, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Applicant and the association of Allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of "Default", in the following events:

- (i) Promoter fails to provide ready to move in possession of the shop/Unit to the Applicant(s) within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the shop/Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made there under.

9.2. In case of Default by Promoter under the conditions listed above a non-defaulting Applicant is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Applicant(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Applicant(s) be required to make the next payment without any interest; or
- (ii) The Applicant(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Applicant(s) under any head whatsoever towards the purchase of the shop/Unit along with interest at the rate equal to MCLR (Marginal

Cost of Lending Rate) on home loan of State Bank of India + 1% (one percent) unless provided otherwise under the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where an Applicant(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Shop, which shall be paid by the Promoter to the Applicant(s) within 45(forty-five) days of it becoming due.

9.3. The Applicant(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Applicant(s) fails to make payments for 2 (two) -consecutive demands made by the Promoter as per payment plan annexed hereto, despite having been issued notice in that regard the Applicant(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% (one percent) unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;
- (ii) In case of Default by Applicant(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Shop in favor of the Applicant(s) and refund the money paid to him by the Applicant(s) by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated. The Promoter must not be in default to take this benefit, provided that the Promoter shall intimate the Applicant(s) about such termination at least 30 (thirty) days prior to such termination.

10. **CONVEYANCE OF THE SAID SHOP/UNIT:**

The Promoter, on receipt of total price of the shop/Unit under the Agreement from the Applicant(s), shall execute a conveyance deed and convey the title of the shop/Unit together with proportionate indivisible share in the common areas within 3 (three) months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the Applicant(s):

[Provided that, in the absence of applicable law, the conveyance deed in favour of the Applicant(s) shall be carried out by the Promoter within 3(three) months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the Applicant(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Applicant(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Applicant(s).

11. **MAINTENANCE OF THE SAID BUILDING / UNIT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of applicants upon the issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year from the date of completion certificate may be taken in advance at the time of possession of the shop/Unit under the Project. If the Applicant(s) fails and/or neglects to pay his/ her share of the maintenance and replacement charges at the time of possession of Unit, for such common facilities and common services as provided for in these Terms & Conditions and the maintenance agreement (if any), the Applicant(s) or anyone else lawfully claiming through or under the Applicant(s) shall not be entitled to make use of such common facilities and services for the reason that regular payment of such maintenance and replacement charges is a condition precedent for making use of such common services and facilities.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale/lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Applicant(s) from the date of handing over possession or the date of obligation of the promoter to given possession to the Applicant(s) whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Applicant(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Defect liability shall not cover Force Majeure situations. The defect liability is not applicable on the bought-out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought-out items, the Promoter shall co-operate with the purchaser in sorting out the issue. In case the shop/Unit owner has made internal changes for the interior of the shop/Unit and the layout of the shop/Unit has been changed consequently the Applicant(s) / owner shall not be entitled for the defect's liability.

13. **RIGHT TO ENTER THE SHOP FOR REPAIRS:**

The Promoter/maintenance agency/association of applicants shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Applicant(s) agrees to permit the association of Applicants and/or maintenance agency to enter into the Shop or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE OF BASEMENT AREA AND SERVICE AREAS OF THE PROJECT:**

The basement(s) and service areas, if any, as located within the **TRG THE MALL (PROJECT)** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Applicant(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of applicants formed by the Applicant(s) for rendering maintenance services.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE SHOPS/UNIT:**

Subject to para 12 above, the Applicant(s) shall, after taking possession, be solely responsible to maintain the shop/Unit at his/her own cost in good repair and condition and shall not do or suffer to be done anything in or to the building, or the shop/Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the shop/Unit and keep the shop/Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Applicant(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The Applicant(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Applicant(s) shall not store any hazardous or combustible goods in the shop/Unit or place any heavy

material in the common passages or staircase of the building. The Applicant(s) shall also not remove any wall, including the outer and load bearing wall of the shop/Unit.

15.3 The Applicant(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Applicants and/or maintenance agency appointed by association of applicants. The Applicant(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
The Parties are entering into this Agreement for the allotment of a shop/Unit with the full knowledge of all laws, rules, regulations, notifications including without limitation Act applicable to the Project. That the applicant hereby undertakes that he/she shall comply with and carry out all the requirements, requisitions, demands and repairs at his/her own cost which are required by any competent Authority from time to time after he/she has taken over for occupation and use the said shop(s)/Unit(s).

17. **ADDITIONAL CONSTRUCTIONS:**
The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit/shop/plot/building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s) who has taken or agreed to take such Unit/shop/plot/building.

19. **U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010):**
The Promoter has assured the Applicant(s) that the Project in its entirety is in accordance with the provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016 and Real Estate Regulatory Act 2016 (RERA)the Act. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh/Development Authority.

20. **BINDING EFFECT:**
Forwarding this Agreement to the Applicant(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Applicant(s) until, firstly, the Applicant(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan set out in the application form within 30 (thirty) days from the date of receipt by the Applicant(s), and secondly, appears for registration of the same before the concerned sub-Registrars and when intimated by the Promoter. If the Applicant(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Applicant(s) and/or appear before the sub-registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Applicant(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Applicant(s), application of the Applicant(s) shall be treated as cancelled and all sums deposited by the Applicant(s) in connection therewith including the booking amount shall be returned to the Applicant(s) without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop/plot/building, as the case may be.

22. **RIGHT TO AMEND:**
This Agreement may only be amended through written consent of the Parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON APPLICANT(S)/SUBSEQUENT APPLICANTS:**
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit/shop and the Project shall equally be applicable to and enforceable against and by any subsequent applicants of the Unit/shop, in case of a transfer, as the said obligations go along with the shop/Unit for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**
24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Applicant(s) in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Applicant(s) that exercise of discretion by the Promoter in the case of one Applicant shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other applicants.
24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Applicant(s) has to make any payment, in common with other Applicant in the Project, the same shall be the proportion which the carpet area of the shop/Unit bears to the total carpet area of all the shops/Unit in the Project.

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge, and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Applicant(s), after the Agreement and is duly executed by the Applicant(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned sub-registrar. Hence this Agreement shall be deemed to have been executed at

29. **NOTICES:**

That all notices to be served on the Applicant(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Applicant(s) or the Promoter by registered post at their respective addresses specified below:

Name of Applicant.....

Applicant Address

Promoter name: **M/s TRISOL RED DEVELOPERS LLP**

Promoter Address: B-92, Ground Floor, Sector 65, Noida-201301 (UP), India

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

30. **JOINT APPLICANTS:**

That in case there are joint applicants, all communications shall be sent by the Promoter to the Applicant(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Applicant(s).

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Applicant(s), in respect of the shop/Unit, plot or building, as the case may be, prior to the execution and registration of this Agreement for sale /lease for such shop/Unit, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allotted under the agreement for sale/lease or under the Act or the Rules or the Regulations made there under.

32. **GOVERNING LAW AND JURISDICTION:**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force. Subject to clause 33, the Parties agree that the competent courts and tribunals at New Delhi, India shall have exclusive jurisdiction with respect to the subject matter hereof.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the Parties shall refer the dispute to be settled by arbitration to be held in New Delhi, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory amendments thereof or any statute enacted for replacement thereof) and shall be referred to a sole arbitrator, appointed by the Promoter. The language of the arbitration shall be English. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the fees of the arbitrator, shall be borne by the Parties in the manner decided by the arbitrator. The award including interim award of the arbitrator shall be final and binding on the Parties concerned..

IN WITNESS WHEREOF, Parties hereinabove named have set their respective hands and signed this Agreement for sale at NOIDA, signing as such on the day first above written.

APPLICANT: (INCLUDING JOINT BUYERS)

(1) Signature Name

(2) Signature Name

PROMOTER:

(1) Signature Name

APPLICANT(S)

PROMOTER

SCHEDULE-A
Details of Title and Ownership of the Land