

Appendix –

Project - Galaxy Diamond Plaza (Commercial)

Declaration – Construction/Development in the Project "Galaxy Diamond Plaza" have already started and simultaneously the process for the sale of different shops/units have also started in the Project.

Performa of "**Application Form**" as received from the proposed Buyers till now (i.e. before registration of the Project under RERA) is attached herewith. Revised **Application Form** with necessary changes as per RERA guidelines will be provided after notification of Model Agreement by Competent Authority.

For Asteroid Shelters Homes Pvt. Ltd

Authorized Signatory



APPLICATION FORM FOR THE BOOKING OF COMMERCIAL UNIT IN THE COMMERCIAL COMPLEX PROJECT "GALAXY DIAMOND PLAZA" AT PLOT NO. C-1A, SECTOR -4, GREATER NOIDA (WEST), DISTRICT GAUTAM BUDDH NAGAR, (U.P).

To,
M/s Asteroid Shelters Homes Private Limited
H-175, Sector 63, Noida,
District Gautam Budh Nagar, (U.P.)-201301, INDIA

Dear Sirs/Madam,

I/We (hereinafter referred to as "applicant(s)") hereby apply under.....payment plan for the booking of a Commercial Unit in the Commercial Complex Project namely "Galaxy Diamond Plaza" situated at Plot No. C-1A, Sector -04, Greater Noida (West), District Gautam Budh Nagar, (U.P).

I/We remit here with a sum of Rs.....
(Rupees.....only) by bank draft/
cheque no.....dated.....
drawn on..... / cash as booking amount as per the price and
payment plan enclosed herewith.

I/We have read and understood complete terms and conditions of the agreement contained in the Application Form and clearly understood that this Application Form does not constitute an Agreement to Sell / Buyer Builder Agreement and I /We do not become entitled to the provisional or final allotment of a Commercial Unit, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application form and encashed the same. It is only after I/We sign and execute the Agreement to Sell / Buyer Builder Agreement deed on the mutually agreed format thereby agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon both me / us and the company. The terms and conditions of this Application Form are broadly the same as I/We will be required to sign in the Agreement to Sell / Buyer Builder Agreement. If I/We seek any amendment or correction in the same it can be accepted / incorporated at this stage of application only.

I/We hereby acknowledge that I/We have understood and satisfied myself/ourselves in all aspects about the right, title, interest, location, size, price, infrastructure, status, local conditions and environment or government laws / rules / regulations, availability of finance and interest rates, market conditions, my/our ability to make timely payments, etc. in deciding to apply for purchase of the Said Commercial Unit and have not relied upon and am/are not influenced by any written or verbal representations and assurances, warranties, statements or estimates of any nature whatsoever made by Company / Company's employees/ representatives / Selling Agents/ Brokers or otherwise including but not limited to any visual or oral representations relating to the description, location or physical condition of the said plot. I/We am/are also aware of the risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area and project in particular.

Further, in the event of M/s Asteroid Shelters Homes Private Limited (hereinafter referred to as the Company/(ASHPL) agreeing to book Commercial Unit, I/We agree to pay further instalments and all other dues as stipulated in this application form and the payment plan as explained to me/us by the company and fully understood and accepted by me/us.

Signature of applicant (s)



My/Our Particulars are given below for your reference and record

1. SOLE OR FIRST APPLICANT:

Mr./Mrs./Ms.

S/W/D of

Nationality

Date of Birth Profession/Service

Residential Status: ☐ Resident ☐ Non Resident ☐ Person of Indian Origin

Income Tax Permanent Account No.

Identity Proof Details

Residential Proof Details

Mailing Address

Telephone No. Mobile no. Fax

Designation, Office Name & Address

Telephone No. Email Id

2. JOINT OR SECOND APPLICANT

Mr./Mrs./Ms.

S/W/D of

Nationality

Date of Birth Profession/Service

Residential Status: ☐ Resident ☐ Non Resident ☐ Person of Indian Origin

Income Tax Permanent Account No.

Identity Proof Details

Residential Proof Details

Signature of applicant (s)

Mailing Address

Telephone No. Mobile no. Fax

Designation, Office Name & Address

Telephone No. Email Id

OR

3. M/s a partnership firm duly registered under the Indian Partnership Act 1932, through its partner namely Shri / Smt. duly authorized by the firm vide Authorization Letter dated in his/her favour. (Copy of the Authorization Letter dated along with the copy of the Partnership Deed, both attested by all Partners are attached herewith).
PAN/TIN: Registration No.

OR

4. M/s a Company duly incorporated and registered under the provisions of Companies Act, 1956 or 2013, having its Corporate Identification No. (CIN) and having its registered office at through its duly authorized signatory Shri/Smt. duly authorized by Board Resolution dated (Copy of Board Resolution dated along with a certified copy of Memorandum & Articles of Association of the Company are attached herewith). PAN:

Note :-

1. In case of joint applicants all the correspondences and mails will be sent to the First applicant only
2. Copies of all documents should be self attested by the applicant(s)

DETAILS OF COMMERCIAL UNIT IN COMMERCIAL COMPLEX PROJECT "GALAXY DIAMOND PLAZA".

Type of Commercial Unit:

Commercial Unit No. Floor

Saleable Area / Super built up area Sq. ft. Terrace area Sq. ft.

Any other chargeable area (if any):

Parking Yes ☐ No ☐

Parking Type Open ☐ Covered ☐

Remarks

Signature of applicant (s)



5. Cost of the Commercial Unit in Commercial Complex Project

Basic Sale Price (BSP)	Per Sq. ft.	Rs.
Preferential Location Charges (PLC)	Per Sq. ft.	Rs.
Reserved Vehicle Parking Space	Each	Rs.
TOTAL (A)		Rs.
Interest Free Maintenance Security (IFMS) at the time of offer letter for Possession	Per Sq. ft.	Rs.
One Time Lease Rent (OTLR) at the time of offer letter for Possession	Per Sq. ft.	Rs.
Sinking Fund at the time of offer letter for Possession	Per Sq. ft.	Rs.
TOTAL (B)		Rs.
TOTAL COST (A+B)		Rs.
TOTAL COST (IN WORDS)		

Note : Payments to be made by A/c Payee Cheque(s)/ Demand Draft(s) in favour of "M/s Asteroid Shelters Homes Private Limited" (Demand draft payable at Delhi, A/c payee cheque should be of Delhi, NCR or payable at par)

6. I/We require electrical connection forKVA. (minimum 3 KVA) However, charges for the electrical load and per unit will be decided by the company at the time of offer of possession.
7. I/We require power back-up of KVA (the charges for installing power back-up shall be Rs.25,000/- per KVA). However, the per unit charges for the power back-up (i.e. running of DG Set) 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 Supply 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, for example for 10,000 KVA load only 6,000KVA capacity shall be installed.

Note: Any additional electricity or power back-up load if required in future, the enhancement of load will be subject to the availability and charges as applicable at that time.

8. Service Tax shall be payable by the applicant as applicable.
9. I/We are ready to pay External Electrical Charges, Fire Fighting Charges or any other applicable charges towards Commercial Unit at the time of offer of possession as decided by the company.
10. Monthly Maintenance Charges shall be applicable for the super Built-up area. The rates of monthly maintenance charges will be decided by the company and that shall be final and binding on applicant(s)/ allottee(s). I/We undertake to pay 2 years advance maintenance charges to the company at the time of offer of possession.

Signature of applicant (s)

The Company will execute a sub lease deed of super built-up area and for the undivided share in land underneath for the said Commercial Unit in Commercial Complex Project at the time of offer of possession subject to terms and conditions contained herein.

1 SQ.MTR = 10.764 SQ.FT.

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 material has been concealed there from. I/We have gone through the terms & conditions written herein and the payment plan attached here with the application form and I/We accept the same, which shall ipso-facto be applicable to my/our nominees, legal heirs and successors. I/We agree to abide by the terms and conditions of this Application form including those relating to the payment, other charges, forfeiture of earnest money, as laid down herein and in the Agreement to Sell / Buyer Builder Agreement. It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said Commercial Unit in Commercial Complex. I/We shall be considered as applicant(s) only. I/We declare that in case of non allotment, my/our claim shall be limited only to the extent of amount deposited by me/us in terms of this Application Form.

Date:

Yours faithfully,

Place:

Signature of applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name:

Designation: Signature: Date:

1. ACCEPTED ☐ REJECTED ☐

Type of Commercial Unit: Commercial Unit No. Floor:

Parking: Yes ☐ No ☐

Parking Type: Open ☐ Covered ☐

Total price payable for the commercial unit together with the parking price (if any) Rs.

2. PAYMENT PLAN:

3. Payment received vide Cheque/DD/Pay Order No. Dated:

Drawn on for Rs.

(Rupees:) / Cash.

4. Provisional Booking Form received on:

Signature of applicant (s)



5. BOOKING: DIRECT/THROUGH SALES ORGANISER

6. Sales Organiser's Name & Address, Stamp with Signature.....

7. Check List for Receiving Officer:

- a) Booking Amount Cheques/Drafts
- b) Customer's Signature on all pages of the Application Form
- c) PAN No. & Copy of PAN Card/Undertaking Form No.60
- d) For individuals: Self attested copies of identity proof and residential proof
- e) For Companies: Memorandum & Article of Association and Certified copy of Board Resolution
- f) For NRI / Persons of Indian origin: Passport photocopy
- g) For NRI / Persons of Indian origin: Payment through NRE/NRO A/c

WHEREAS the commercial Plot No. C-1A, Sector - 4, Greater Noida (West) admeasuring 10235 sq.mt has been allotted to M/s Asteroid Shelters Homes Private Limited (herein after referred to as "Company / ASHPL") from the Greater Noida Industrial Development Authority (GNIDA) on lease hold basis vide registered lease deed dated 27.06.2013 duly registered with the Sub-Registrar Sadar, Gautam Budh Nagar District in Book No. 1 Volume No. 13594 at page Nos. 149 to 184 at Serial No. 15879 registered on 27.06.2013, for the development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, , offices and such other commercial uses. GNIDA has also issued physical possession certificate dated 14.10.2013 in favour of ASHPL w.r.t. commercial Plot C-1A, Sector - 4, Greater Noida, U.P. All terms and conditions contained in the registered lease deed dated 27.06.2013 shall also be applicable and binding over the applicant of commercial unit in the commercial complex project.

AND WHEREAS the applicant(s) has/have full knowledge about the present status of the building plans / requisite sanctions of the proposed Commercial Complex project GALAXY DIAMOND PLAZA. The Project/complex will have /commercial units comprising of shopping malls, showrooms, retail outlets, hotels, restaurants, multiplexes, banks, ATMs, sports arena, offices, service studio apartments, food court and such other commercial units of different sizes and dimension on various floors therein along with common area. The applicant(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the rights of the company in respect of the aforesaid project. The drawing and plans of the project have been displayed at the Site Office/Corporate Office of the company, as per the Layout Plan it is envisaged that the commercial unit in commercial complex on all the floors shall be sold as an independent unit with impartible and undivided shares in the land area underneath Plot.

MUTUALLY AGREED TERMS AND CONDITIONS forming part of application form for booking of Commercial Unit in commercial complex project Galaxy Diamond Plaza at Plot No. C - 1A, Sector-4, Greater Noida (West), District: Gautambudh Nagar, U.P. are mentioned herein below:

1. That the applicant (s) has/have applied for the allotment of Commercial Unit in the Commercial Complex Project "GALAXY DIAMOND PLAZA" at Plot No. C-1A, Sector-4, Greater Noida (West), District Gautam Budh Nagar, (U.P.) with full knowledge of the laws, notifications and rules as applicable to the said project and also has/have knowledge about the present status of the building plans and approvals and the applicant(s) agree that the building plans can be modified, changed as may be deemed necessary or may be required to be done by the Company / ASHPL, the Government/GNIDA or any other local authority or body having jurisdiction. That the company can make any type of change in layout/ elevation/design/ alteration in open spaces area etc. as and when required and deemed fit by the company and by signing this application and terms & conditions herein it shall be presumed all times that the applicant(s) has/have given his/her/their/it consent for the same.
2. That the applicant(s) acknowledges and agrees that the Company/its employees/representatives have provided all the information

Signature of applicant (s)

and clarifications as required by the applicant(s) and that the applicant(s) has/have also relied upon his/her own judgment and investigation with respect to the location, status of building plans / requisite sanctions, size, price, availability of infrastructure, government rules, regulations, market conditions, etc. in deciding to apply for the allotment and to purchase the said commercial unit and has/ have not relied upon and is not influenced by any written, visual or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its Company / Company's employees/ Representatives /Selling Agents/Brokers or otherwise including but not limited to any representations relating to the description, location, payment plan, etc. or physical condition of the said project. The applicant(s) is also aware of the risk perceptions and price fluctuations which are related to real estate and Indian economy in general and this area in particular.

3. That the applicant(s) is/are aware of and has/have knowledge that the building plans are tentative and agree that the company may make such changes, modification, alterations and additions therein as may be deemed necessary or may be required to be done by the company, the Government/GNIDA or any other local authority or body having jurisdiction. As per the prevailing Building Byelaws of the GNIDA, the F.A.R. (Floor Area Ratio) of the project presently is 4.00 for the Commercial Complex which comprises of fixed nos. of commercial units. Also, in the eventuality of change in extra FAR whatsoever, the company shall have the right to explore the terrace to achieve the enhanced FAR. That the company can make any type of change in layout/ elevation/design/ alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and by signing this application form and terms & conditions contained herein, the consent/no objection of the applicant(s) shall be presumed for the same.
4. That the consideration is for the "Super Built Up Area". The Super built-up area comprises of the polyline (P Line) area of the Commercial Complex (i.e. the area of R.C.C. slab of said Commercial Complex including walls, columns, beams, usable shafts, including terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100%) and the proportionate common area of the Commercial Complex project (i.e. the area/core area comprises of corridors, lifts, stairs case, escalators, entrance lobby, overhead water tanks, machine rooms, mummies, garbage room, projections, etc.) and the proportionate common area of the project which includes, security rooms, maintenance room, common toilets, generator room, electrical room, service area, underground water tank, pump room, sewage treatment plant (STP) and other constructed common areas which are not separately charged. The Company can sell the vacant Commercial Unit in Commercial Complex project or the complete Block of the Commercial Complex units as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whatsoever and the applicant(s) shall have no objection to the same.
5. That the dimensions shown in the brochure, map or any other document have been calculated on unplastered brick wall to brick wall basis.
6. That the applicant(s) have to execute and sign various agreements like maintenance agreement, parking allotment agreement, agreement for supply of electricity, agreement for power back-up, or any other agreement, as and when the company formulates / executes the same and if the same is not executed by the applicant(s) for any reason whatsoever, then the company reserves the right to cancel the said booking and forfeit the 10% of the Basic Sale Price and PLC and refund the balance amount without any interest.
7. In Case of reissuance of Provisional Allotment Letter / Allotment letter is required and requested by the applicant(s) / allottee(s) or bank / financial institution, the same shall attract a fees of Rs 10,000/- as administration charges and shall be payable by the applicant(s)/allottee(s).
8. That the applicant(s) and the family members shall have a right to visit and inspect the project during the course of construction but while deriving this right, the company shall not be held liable for any loss/cost/damages or any other expenses on account of any accident/visit. Also, the applicant(s) and the family members of the applicant(s) who visit and inspect the project shall abide by all safety norms, rules, regulations, etc. as applicable at the time of construction and displayed at the site. Further the applicant(s) will fix up the Date & Time with the project incharge before making a visit of the site, for the purpose of proper co-ordination.
9. That the applicant & co-applicant (if any) shall deemed to have equal share in the commercial unit of commercial complex, and in case of death of any of the applicant or co-applicant, the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if any loan is availed. Similarly, in a case where any dispute arises between the applicants/allottees the booking will continue only after providing consent in writing by both applicants and No Objection Certificate from the bank concerned. In all the above said circumstances, interest over the delayed payment shall be charged. There will be a time limit of maximum up to two months from date of the payment falling due. Thereafter

Signature of applicant (s)



the company reserves the right to cancel the said booking/allotment and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in case of such cancellation, there will be a forfeiture of 10% of the Basic Sale Price and PLC and the amount shall be refunded without any interest. For the refund in case of dispute between applicants, consent of both applicant(s)/allottee(s) shall be necessary.

10. That the schedule of payment/installment is duly explained to the applicant (s) and the said payment schedule is acceptable to the applicant(s). That the payment on time as per the payment schedule shall be the essence of the transactions. It shall be the responsibility of the applicant (s) to comply with the terms and conditions of the payment schedule and other terms and conditions of the application form. The applicant(s) undertakes that in case of failure to adhere to the payment schedule and failure to make full and timely payment, the company has the option of waiver and extinguishment of the applicant(s) rights under these terms and conditions including but not limited to the right to claim any compensation for delay in making offer for possession of the said commercial unit and the applicant(s) shall cease to have any right, title, interest whatsoever in the said commercial unit and shall also be liable for forfeiture of the Earnest money (which is 10% of the Basic Sale Price and PLC as per the payment schedule). Also, no separate demand letter for the installment falling due is required to be sent by the company and that shall not be claimed as a right by the applicant (s) or duty/obligations towards the company.
11. That the vehicle parking will be provided in a multi level mechanical basement parking and the same is optional and separately purchasable subject to the availability. The cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the applicant(s). No car/ vehicle owner shall claim any right or interest or title over the vehicle parking space inside the complex except those who have reserved the vehicle parking space. The company also reserves its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said complex to the Maintenance Agency. The Maintenance Agency or sub-lessee(s)/owners/allottees/occupiers of the commercial unit shall not have any right over the un-allotted parking spaces.
12. That the installments of payment of the commercial unit in commercial complex will be due at the intervals as per prescribed payment plan(s) and opted in the application form, interest @ 18% per annum shall be applicable and charged on the delayed payment, however there will be a grace period for the delay of 15 days from the due date of payment, and in case there is delay exceeding more than fifteen days then there will be no grace period and interest @ 18% per annum shall be charged from date of the delay. In case payment is not received even after a delay of two months from the date of payment falling due or in the event of breach of any of the terms & condition of the application form / allotment letter, by the applicant(s) / allottee(s), the booking / allotment shall be cancelled and 10% of the Basic Sale Price and PLC of the commercial unit in the Commercial Complex shall be forfeited by the company and balance amount will be refunded to the applicant(s) / allottee(s) without any interest. In the eventuality of prolonged delay where the cancellation could not be done by a mistake or for any other reason, in exceptional circumstance the company may in its sole discretion condone the delay in receipt of payment by enhancing the cost of the commercial unit as per the prevailing rates or charge interest @ 18% per annum whichever is higher.
13. In case the applicant(s) is/are NRI / PIO then, the applicant(s) shall be solely responsible for the compliance and observance of the formalities and provisions of the Foreign Exchange Management Act-1999, Reserve Bank of India Act and rules / guidelines made / issued thereunder and any other law as may be prevailing shall be responsibility of the applicant(s). In case any such permission is ever refused or subsequently found lacking by any statutory authority or the company, the amount paid towards sale consideration will be frozen and refunded by the Company as per rules and Government directions after forfeiting an amount equivalent to 10% of the Basic Sale Price and PLC of the commercial Unit in the Commercial Complex and the balance amount shall be refunded without any interest and the booking / allotment may be cancelled forthwith without any liability of the Company on such account and that the applicant(s) shall keep the Company fully indemnified and harmless in this regard and all the responsibility for statutory and legal compliances of such payment will be that of the applicant(s).
14. That in case of any alternation / modification as the company may deem fit or as directed by any competent authority(ies) resulting in upto 2% change viz increase / decrease in the super built-up area of the commercial unit, the consent for the said change is not required from the applicant(s) as the consent is deemed to be there and the company will neither charge additional amount nor make any refund to the applicant(s) for such 2% increase or decrease respectively in the super Built-up area of the commercial unit. However, if there is any major alternation/ modification resulting in more than 2% change in super built-up area of commercial unit in the commercial complex, anytime prior to and upon the offer of possession of the commercial unit in the commercial complex, the

Signature of applicant (s)

company will intimate to the applicant(s) / allottee (s) in writing about the said changes thereof and the change in the cost. The applicant(s) / allottee(s) shall have to give his /her /their written consent or objection within 30 days from date of such notice about the changed cost and no charges whatsoever in the construction place will be made / entertained by the company. In case the applicant(s) / allottee(s) fails to give his/her/their written consent and/or objections for such change, then the booking / allotment shall be cancelled and the company shall refund the money received from the applicant(s) / allottee (s) after forfeiting the 10% of Basic Sale Price and PLC and the balance amount shall be refunded without any interest. In case the applicant(s) / allottee(s) give his/her/their written consent, then the company shall refund the reduced cost to the applicant(s)/allottee(s). In case the applicant(s) / allottee(s) gives his/her/their written consent, then the enhanced cost would be payable by him/her/them within a period of 30 days from the date of written consent sent by the applicant(s) / allottee(s), failing which interest @ 18% p.a. shall be charged on such delayed payment. However, in case payment is not received even after a delay of two months from the date of written consent for the enhanced cost falling due by the applicant(s) / allottee(s), the booking / allotment shall be cancelled and 10% of the Basic Sale Price and PLC of the commercial unit in the Commercial Complex shall be forfeited by the company and balance amount will be refunded to the applicant(s) / allottee(s) without any interest.

15. That if for any reason whether within or out of the control of the company whole or part of commercial complex project is abandoned, then no claims shall be preferred except for the refund of the money received from the applicant(s)/ allottee(s), in full, without any interest.
16. That the construction of the project is likely to be completed as early as possible, however, the following factors can affect the same; viz. irregular and delayed payments by the applicant(s) / allottee(s), availability of building material, etc., dispute with the contractor, change of laws by Government/ local authorities/any court order, denial or delay in sanctions of building plans or other approvals from the concerned authorities, GNIDA, etc. force majeure circumstances etc. No criminal complaint, consumer complaint, claim by way of damage, compensation, etc. shall lie against the company/its directors/employees/representatives in case of delay in handing over the possession or cancellation of the commercial unit and/or of commercial complex project on account of the aforesaid reasons or any others reasons beyond the control of the company.
17. That as soon as the construction is completed and after applying for the completion certificate to the Authority concerned, the Company shall intimate to the applicant(s)/ allottee(s) for clearing all dues including interest on delay payment (if any). That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date.
18. That the construction could be completed prior to the date mentioned in the allotment letter and in that case the applicant(s) / allottee(s) shall not refuse to take possession on any ground whatsoever. The date given in the allotment letter is an assessment only and construction could be completed earlier to that.
19. That a written intimation about the "Offer of Possession" of commercial unit in commercial complex will be sent to the applicant(s) / allottee(s) for compliance with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of tripartite sub lease deed etc. Also, there will be a fit out period of 45 days for the said commercial unit i.e. the internal final touch of commercial unit from the date of the offer of possession. The offer for possession will have a time of one month and thereafter the monthly maintenance charges shall be applicable and levied upon the commercial unit in commercial complex whether the applicant(s) / allottee(s) has taken the possession or not. The applicant(s) / allottee(s) shall be considered as the Sub-lessee(s) of the commercial unit in commercial complex after the execution and registration of tripartite sub lease.
20. That the proposed date for the possession of Commercial Unit in Commercial Complex Project shall be 36 months from the date of sanction of plan(s) by the GNIDA. If there is delay in handing over the possession of commercial unit in commercial complex beyond 6 months after the proposed dated of possession due to any reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 20/- per sq. ft. per month for the super built-up area of the commercial unit in commercial complex for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time. Vice-versa the penal interest @ 18% per annum shall be charged on the Basic Sale Price and PLC of the Commercial Unit from the Applicant(s)/ Allottee(s) on delay in taking of possession and, if the applicant(s) / allottee(s) does not proceeds with the requisite compliance as per the letter of "Offer For Possession". The



holding/waiting period where the applicant(s) / applicant(s)/allottee(s) has / have not taken the possession will be computed from the date of letter of "Offer for Possession". The holding and wait shall have a limit maximum of 3 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and after deducting the said charges for holding/waiting along with the maintenance dues and deduction of 10% from the Basic Sale Price and PLC of commercial unit in commercial complex shall also be applicable as per the terms & condition of the company. That in all the case of refund where a loan was availed for the commercial unit in commercial complex, the loan dues will be refunded to the bank/financial institution first thereafter the balance amount (if any) will be refunded to the applicant(s) / allottee(s).

21. That the Tripartite Sub Lease Deed/ Registration of the unit in commercial complex shall be executed and registered in favor of applicant(s) / allottee(s) by the company after receipt of total sale consideration and all other charges agreed herein and other connected expenses/charges (i.e. cost of Stamp Duty for registration of the Tripartite Sub lease Deed, registration charges/fees, miscellaneous expenses and Advocate's legal fees/charges etc.). All the above stated expenses/charges shall be borne and paid by the applicant(s) / allottee(s). The applicant(s) / allottee(s) shall be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act, any stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the applicant(s) / allottee(s).
22. That until a tripartite Sub-lease Deed is executed and registered, the company shall continue to be owner of the commercial unit in commercial complex, the allotment shall not give any right or title or interest therein to the applicant(s) / allottee (s) even though all the payments have been received by the company.
23. That all taxes such as Property Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges and any alteration(s) / amendment(s) / modification(s) in all such taxes due to changes in rules, bye-laws, etc. shall be borne and payable by the applicant(s) from date of offer of possession. The applicant(s) shall be liable for any breach / defaults of any of the conditions, rules or regulations as may be applicable from the date of offer of possession. It shall be always clear, understood and agreed that for any futuristic taxes only the applicant(s) of the commercial unit in commercial complex shall be liable for that, the company shall not held responsible for the said taxes by any name whatsoever.
24. That the applicant(s) after taking possession shall comply with all the mandatory requirements and compliances as applicable on the said project as per the rules, regulations, laws, of Central and State Government, concerned authorities like U.P. Industrial Area Development Act and Rules, Environmental Impact Assessment (EIA) norms, rules of U.P. Pollution Control Board, Water Commission, any other rules and regulations by State of U.P. or any other competent authority. That the applicant(s) / allottee(s) shall abide by all laws, rules and regulations of the GNIDA/local authority/State Govt. / Govt. of India and any alteration(s) / amendment(s) / modification(s) in all such laws, rules, regulations and the applicant(s) shall be liable for any breach / defaults of any of the conditions, rules or regulations as may be applicable.
25. That the Basement spaces as per the permissible usage can also be allotted for other purposes like storage spaces etc. as per company's decision.
26. That single point electric connection will be taken for the Commercial Complex from the Noida Power Company Limited (NPCL) or any other company / agency and the electricity will be distributed through separate meters to the allottee(s) and the electricity charges shall be payable by the applicant(s) / allottee(s) as per the payment system decided or adopted by the company. The applicant(s) / allottee(s) will get the Electrical Connection for the capacity, as opted for him/her/them in this application.
27. That the per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel and other expenses of the time of possession. The rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the applicant(s) / allottee(s) will be decided by the Company.

Note -Any request for reducing the electrical and power back-up load will not be entertained and no refund shall be made thereon.

28. That the applicant(s) / allottee(s) has/have to pay non-refundable interest free maintenance security (IFMS) to the company @ Rs. 100/- per sq.ft. of the super built-up area. The applicant(s) / allottee(s) also has/have to pay per month's monthly Maintenance charges of the super built-up area and the amount will be utilized for electricity expenses, cleaning, maintenance of lifts, parks, roads,

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security, and other amenities falling under the common use and for the common areas of the project. It shall be always clear that the enhancement of monthly maintenance charges is subject to the escalation of cost of material, wages, consumables, etc.

29. That the applicant(s) / allottee(s) has/have to sign a 'Maintenance Agreement' with the Company or its nominee as appointed by it at the time of possession of the Commercial unit. The applicant(s) undertakes to pay 2 years Maintenance charges in advance to the company at the time of the possession of the commercial unit in the commercial complex.
30. That the company may take construction finance/demand loan for construction of the above said complex from the banks/financial institutions after mortgaging the land/construction of the convenient shopping space/complex. However, the tripartite sub-lease deed in respect of commercial unit in commercial complex in favor of applicant(s) / allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
31. That if there any Service Tax, Trade Tax, V.A.T, G.S.T, and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court order /Government/ GNIDA/Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same. Whereas there is apprehension in relation to "Mr. K. Raheja" Development Corporation V/s state of Karnataka Case decided by the Honorable Supreme Court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the allottee(s) and liable to collect Trade Tax and Service Tax from the applicant(s) / allottee(s) and deposit the same with the appropriate authorities. Till date there is no clarification in the case. In future if the appropriate authorities impose any such tax due to this transaction then the applicant(s) / allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.
32. That the commercial unit in commercial complex shall not be used for the purpose which may or likely to cause public nuisance or not permissible under the law. Any type of encroachment/ construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to sub-lessee(s), owners or associations of owner, they shall not be permitted to close lobbies, lounges, common corridors, even if particular floor/floors is occupied by the same sub-lessee(s)/owner. Any alteration in elevation and outside color scheme of exposed walls or any external wall of commercial complex shall not be permitted. Any type of change inside the unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted. That the applicant(s) will maintain the symmetry in sizes of the sign Board(s) to be displayed outside their commercial units in the commercial complex, as per the policy to be decided by the company.
33. That the applicant(s) will have to allow sweepers/maintenance staff to enter in his/her/their Commercial Unit for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their Commercial Unit or any other Commercial Unit.
34. That the Company may dedicate Third Floor of the Commercial Complex for the showrooms/shops/offices etc. for carrying out the business of Gem & Jewellery only and the Applicant(s) will not be allowed to carry out any other activity / business on Third Floor without the written permission of the Company.
35. That the use of the commercial unit is not allowed for the following purposes even after the execution and registration of tripartite sub lease deed:
 - a. Butcher shop/ slaughtering of animals
 - b. Storage of any chemical/hazardous material prone to fire / leakage
 - c. Service station of any type of automobile
 - d. Trading of building materials or any other commodity which are required to be stocked outside the shop area.
 - e. Public Nuisance
 - f. Any activity which creates noise pollution or air pollution or water / chemical pollution.
36. That the applicant(s) shall abide by all laws, rules and regulations of the GNIDA/Local Bodies/State Govt./maintenance agency nominated by ASHPL and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after completion of the Complex. The Commercial Unit shall be used for the purpose for which it is allotted.
 - a. That the Commercial Unit shall not a used for any purpose which may or likely to cause nuisance to the applicant(s) / allottee(s) of

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- other Commercial units in this Complex or to crowd the passages to use it for any illegal or immoral purpose.
- b. That the Commercial Unit shall be used for activities as are permissible under the Law.
- c. That the applicant(s) / allottee(s) will be responsible for any damage to any equipment in the Complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item or any part of the complex or other Commercial Unit if the same occurs due to his/her/their representatives/employees/signatories/family members/assignees negligent or willful act.
37. That the contents of each commercial unit in commercial complex along with the connected structural part of the building shall be insured by the applicant(s) / allottee(s) at his/her/their own cost against the fire, earthquake etc. and the company after handing over the possession of a commercial unit in commercial complex shall not be responsible for safety, stability etc. of the structure. The applicant(s) / allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.
38. That the Advertisement board can be placed only on specified place, demarked by the company in the complex. The Advertisement boards can be placed only after obtaining written permission from the Company and after paying the charges for the same as decided / chargeable by the company on the date of giving permission. However, company has power to take the decision regarding the display.
39. That it shall be the responsibility of applicant(s) / allottee(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondences, demand letters, notices and letters posted at that address will be deemed to have been received by the applicants) / allottee(s) and the company shall not be responsible for any default.
40. Dispute Resolution: The parties hereby agree that any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the Applicant. In the event of disputes, claim and/or differences not being amicably resolved such disputes shall be referred to sole arbitration of a person nominated for this purpose by the Board of Directors of the Company. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The venue of the arbitration shall be in Greater Noida, Gautambudh Nagar, Uttar Pradesh, India.
41. Overriding Effect: In the event of any inconsistency between the Documents of Allotment and any other document, instrument or agreement delivered in connection with the transactions contemplated hereby, the Documents of Allotment shall prevail.

This application is complete and self-contained in all respects. No oral or any written representation or statements of the applicant(s) shall be considered constituting part of this application until permitted by the company in writing.

The applicant(s) do agree to abide by all the terms and conditions including relating to payment of consideration and other charges, forfeiture of money as laid down herein and the execution of the provisional allotment, allotment letter, Agreement to Sell / Buyer Builder Agreement.

The applicant(s) have clearly understood that this application does not constitute sub - lease deed and the applicant(s) do not become entitled to the provisional and/or final allotment of a commercial unit in commercial complex notwithstanding the fact that the company have issued a receipt in acknowledgement of the money tendered with this application. It is only after the applicant(s) sign and execute the Agreement to Sell / Buyer Builder Agreement on the mutually agreed format thereby agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon both me / us and the company. The terms and conditions of this Application Form are broadly the same as the applicant(s) will be required to sign in the Agreement to Sell / Buyer Builder Agreement.

I/we have fully read and understood the terms and conditions mentioned herein above, and the same shall be binding over me/us.

Date:

Place:

Signature of the applicant(s)

Signature of applicant (s)