

APPLICATION FORM

PROJECT LOGO

RERA REG NO.

DRAFT

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

Application No.....
Date:

Dear Sir,

I/We hereby apply to book a Retail/Commercial/Space/Shop/Service Apartment (the "Unit") in the Commercial Project under the name and style of "[_____]" registered with UPRERA Vide Registration NO. _____ built at Plot No. C-1, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308 being developed and promoted by M/s Three C Homes Private Limited ("PROMOTER").

I/We have clearly understood that this application does not constitute an agreement to sell/sub-lease and I/We do not become entitled to the provisional and/or final allotment of a Unit notwithstanding the fact that the PROMOTER has issued a receipt in acknowledgement of the money tendered with this application being part of the Registration amount/ Application money/ Earnest Money. I/We have read and understood the Terms and Conditions as provided in this Application Form and I/ We agree to accept and sign the prescribed Allotment Letter cum Agreement to sell/Sub-Lease as per the PROMOTER's standard format and agree to abide by the terms/conditions laid down therein.

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

I/We acknowledge that only upon the execution of the Allotment Letter cum Agreement to sell /Sub-Lease between me/us and the PROMOTER, the allotment of the Unit will become final and binding on me/us and the PROMOTER, in accordance with the terms and conditions contained herein.

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

I/We acknowledge that the PROMOTER has provided all the information and clarifications as sought by me/us and I/We am/are satisfied with the same. I/We have fully satisfied myself/ourselves in respect to the final approved layout plan, sanctioned plan, specifications and other approvals for the Project as approved by the Competent Authorities and about the right/title/interest of the PROMOTER over the Project Land. I/We have also relied on my/our own judgement and have conducted due diligence before deciding to apply for booking of the said Unit. This application is complete and self-contained in all respects and any kind of oral or written representation or statement shall not be considered constituting a part of this application. I/We further acknowledge that the PROMOTER may seek additional documents and/or information necessary for the compliance under the Applicable Laws or to validate/substantiate any information provided in this Application.

In case the PROMOTER confirms the booking of a Unit, I/We agree to pay further installments of Sale Price and all other allied charges/dues as stipulated/demanded by the PROMOTER and/or as contained in the payment plan opted by me/us and/or as per the payment plan mentioned elsewhere in this Application Form and/or as explained to me/us by the PROMOTER and understood by me/us, failing which the allotment shall stand cancelled and Booking Amount/Registration Amount/Earnest money shall stand forfeited by the PROMOTER

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

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

FIRST APPLICANT

Mr./Mrs./Ms.....
S/W/D/of
Permanent Address:
.....
Correspondence Address:
.....
Telephone: Mobile: Fax:
E-mail: Date of Birth:
Marital Status: Married Unmarried
Residential Status: Resident Non-Resident Foreign Nationals of Indian Origin
Nationality:
PAN No: Aadhar Card No:
Occupation/ Profession: Govt. Servant Self Employed Private Sector
Professional: Others:
Office Name: Designation:
Office Address:
Telephone: Mobile: Fax:
E-mail:

CO-APPLICANT

Mr./Mrs./Ms.....
S/W/D/of
Permanent Address:
.....
Correspondence Address:
.....
Telephone: Mobile: Fax:
E-mail: Date of Birth:
Marital Status: Married Unmarried

Residential Status: Resident Non-Resident Foreign Nationals of Indian Origin

Nationality:

PAN No.:Aadhar Card No.:

Occupation/ Profession: Govt. Servant Self Employed Private Sector

Professional:Others:

Office Name:Designation:

Office Address:

Telephone:Mobile:Fax:

E-mail:

3rd APPLICANT

Mr./Mrs./Ms.

S/W/D/of

Permanent Address:

Correspondence Address:

Telephone:Mobile:Fax:

E-mail:Date of Birth:

Marital Status: Married Unmarried

Residential Status: Resident Non-Resident Foreign Nationals of Indian Origin

Nationality:

PAN No.:Aadhar Card No.:

Occupation/ Profession: Govt. Servant Self Employed Private Sector

Professional:Others:

Office Name:Designation:

Office Address:

Telephone:Mobile:Fax:

E-mail:

Nominee's details

Name

Relation

Address

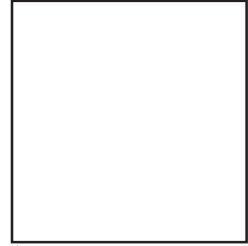
(In case nominee is a minor)

Guardian name Relationship

Guardian's address

OR

M/s a
Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932,
having its office at.....
through its partner Mr./ Mrs./ Ms.
S/D/W/of authorized by a resolution dated
(copy of the resolution signed by all Partners required), PAN/ TIN
Registration No.



OR

M/s a PROMOTER registered under
the provisions of PROMOTER Act, 2008, having its registered office at
through its Director or duly authorized signatory Mr./Mrs./Ms.....
S/D/W/of.....
authorized by a Board Resolution dated (Copy of Board Resolution along with a certified
copy of Memorandum & Articles of Association required). PAN/ TIN
Registration No.

2. PARTICULARS/DETAILS OF UNIT

- 1.) Unit No. 2.) Floor.....
- 3.) Carpet Area sq.mtr (.....approx.) and sq.ft (.....approx.)
- 4.) Super Area sq.mtr (.....approx.) and sq.ft (.....approx.)

3. COST OF UNIT:

Basic Price @ Rs.
Car Parking Space Charges Rs.....
IFMS:@Rs./-Per Sq.Ft*
One time Lease Rent **To be Intimated at the time of Offer of Possession***
Meter Charges* Rs
Total Unit Cost (Excluding one time Lease Rent)
Cheque/Draft in favor of **"M/s Three C Homes Private Limited RERA Collection A/c _____"**

Note:

Stamp duty, Registration fees, and allied charges, as applicable, at the time of registering the legal documents, shall be additionally paid by the applicant only, as and when demanded by the PROMOTER. One Year advance maintenance charges shall be payable on possession and Recurring (Monthly) maintenance charges shall be paid by the applicant as and when demanded by the PROMOTER/Maintenance agency as the case may be.

4. PAYMENT PLAN

Down Payment

Construction Linked Plan

Special Payment Plan

5. MODE OF PAYMENT

Self

Loan

Note:

- 1 sq. mtrs. = 10.764 sq. ft.
- 1 sq. ft. = 0.0929 sq. mtrs.
- Goods and Service tax will be chargeable at the prevailing rates as per payment schedules, as and when applicable.
- *IFMS, Dual Meter Charges, and One time Lease Rent as actual as per YEIDA Authority, will be payable at the time of offer of possession*
- *

I/We remit herewith a sum of Rs.....

by Bank Draft/ UTR No./ Cheque No.....Dated

Drawn on..... as Booking Amount for the allotment of the Unit. (Booking shall be confirmed subject to realization of Cheque/ DD/PO).

6. DOCUMENTS TO BE SUBMITTED BY THE APPLICANT:

- Booking Form duly filled and signed along with the booking amount cheque/demand draft
- PAN No. and copy of PAN Card.
- For Companies: Copy of Certificate of Registration, Memorandum and Article of Association and certified copy of Board Resolution authorizing the person executing the Application.
- For Partnership Firm/PROMOTER: Copy of partnership deed, Firm Registration Certificate, consent/authorization from all partners and written authorization in favor of the person/partner executing the Application.
- For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR Account.
- For NRI: Copy of passport and payment through his/her own NRE/NRO Account/FCNR Account.
- One coloured photograph of each Applicant.
- Address/Identity Proof/Photocopy of Passport/Electoral Identity Card/Ration Card/Driving License/Aadhar Card etc.
- Specimen signatures & photograph duly verified by bankers (in original).
Note –All the above documents must be notarized or self-attested.

7. Registration Details under the RERA:

- Registration No. of the Project: _____
- Validity Period: _____
- Address: Plot No. C – 1, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddha Nagar, Uttar Pradesh, 201308
- Plot Area : 20,243 sq. mtrs.

8. Declaration:

I/We the undersigned, hereby declare that the abovementioned particulars/information provided by me/us are true and correct and nothing material has been concealed therefrom.

I/We declare and confirm that I/We have applied for the booking of above said Unit directly or through your authorized property agent/broker namely
(to be filled by the Applicant(s) only).

I/We further declare and confirm that if the agent/broker commits for other facilities which are not covered under the terms & conditions of the Application Form and Allotment Letter/Agreement for Sale/Sub-Lease, then the PROMOTER will not be responsible for the same.

Date:

Place:

Signature of the Applicant(s)

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9.INDICATIVE TERMS & CONDITIONS (THE “TERMS AND CONDITIONS”) FORMING PART OF THIS APPLICATION FOR BOOKING OF UNIT IN THE PROJECT “_____”, BEING BUILT AT PLOT NO. C -1, TS-01, SECTOR 22A, YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AREA, GAUTAM BUDDH NAGAR, UTTAR PRADESH, 201308.

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

1. Definitions:

- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
- b) **“Approved Plans”** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said Project is being developed along with any/all variations/amendments / changes to be made by the Promoter as per the Applicable Laws and provisions of the Act, rules and regulations thereon;
- c) **“Authority”** shall mean the Uttar Pradesh Real Estate Regulatory Authority;
- d) **“Applicant”** shall mean an individual(s)/Firm/Company or any other entity applying for allotment of the Unit, whose particulars are set out in the Application Form and who has appended his/her signature in the acknowledgement of having agreed to the terms and conditions of this Application Form. Kindly note that in case of more than one applicant, the other applicant will be considered as co-applicant. Further, prior to execution of the allotment letter, the Applicant/co-applicant will be considered as intending Allottee(s);
- e) **“Allottee(s)”** shall mean intending Allottee(s) who have accepted and signed the allotment letter on a prescribed format of the PROMOTER, thereafter, a particular Unit has been reserved thereto. Consequently, the terms & conditions of the Allotment Letter/Agreement shall be applicable on the Allottee(s) till the execution of Conveyance Deed/Sub-Lease Deed. In case of more than one Allottee, the other will be considered as Co-Allottee(s), the Allottee and Co-Allottee(s) will have an equal share in the Unit unless otherwise specifically provided;
- f) **“Booking Amount”** shall mean and include the amount paid with this application and/or vide installments case as the may be, by the applicant, to the extent of Ten Percent (10%) of total price of the unit. The Booking amount is also referred as earnest Money or Registration Charges;
- g) **“Carpet Area”** means the net usable floor area of the 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 of the Unit. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the unit, meant for the exclusive use of the applicant(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an unit, meant for the exclusive use of the Applicant(s);
- h) **“Commission for sale”** shall mean and include any charges, brokerage, fees, remuneration or any amount by whatever name called paid to the real estate agent for his services with respect to booking of unit made by the applicant(s);
- i) **“Common Areas and Facilities”** shall mean such common areas, facilities, common spaces in the Project earmarked for the purpose of common use of all the Allottees of the Project.
 - (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) installations of central services such as electricity, gas, water and sanitation, air-

- conditioning and incinerating, system for water conservation and renewable energy;
 - (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (vii) all community and commercial facilities as provided in the real estate project;
 - (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- j) **“Force Majeure”** Clause shall include any event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution, be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform obligations under this Application, which shall include but not be limited to:
- Acts of God i.e., landslide, fire, drought, flood, earthquake, epidemics, natural disasters, etc.;
 - War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism;
 - Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Promoter whereby the work of construction is stayed or stalled;
 - Any change in applicable laws adversely affecting the development of the building/ Project;
 - Other cause beyond the reasonable control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Unit;
 - Non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any Act of God and/or Graded Response Action Plan ('GRAP') Orders issued by the Commission for Air Quality Management in National Capitol Region and Adjoining Areas and/or in case of delay in possession as a result of any notice, order, rule, notification of the Government/public/competent authorities, delay in issue of completion certificate/occupancy certificate, water/electric power supply connection or any other reason beyond the control of the Promoter.
- k) **“Interest Rate”** means the rate of Interest payable by the promoter to the applicant or by the applicant to the promoter, as the case may be and shall be one year State Bank of India Highest Marginal Cost Lending Rate plus one percent or such other rate as may be applicable from time to time as per the Act and Rules;
- l) **“Larger Parcel of Land”** shall mean land admeasuring 404,860.60 sq. mtrs. bearing Plot No. TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308.
- m) **“Maintenance Agency”** shall mean a PROMOTER, firm, or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said Project;
- n) **“Occupancy Certificate”** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;
- o) **“PROMOTER/Promoter”** shall mean M/s Three C Homes Private Limited bearing PROMOTER Identification No-_____;

- p) **“Project”** shall mean and include the _____ over Project Land along with, parking spaces, Common Areas and Facilities and all that is constructed/to be constructed with alterations as per the applicable laws on Project Land and collectively named as “_____”;
- q) **“Project Land”** or **“Said Land”** shall mean land admeasuring 20,243 Sq. Mtrs. (out of Larger Parcel of Land), bearing Plot No. C – 1, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308. The project named _____ is being developed on the Project Land only;
- r) **“Super Area of Unit”** shall comprise of the built-up area/covered area of the unit including area under periphery walls and columns, the area of windows, balcony etc., proportionate share of common areas within the building like staircase, munties, lift walls, lift room, machine room, common lobbies, and passages on all floors and the proportionate share of common service area in the complex like community facilities, security rooms, maintenance staff rooms, electric sub–station, pump rooms, underground/overhead tank, covered and uncovered shafts etc;
- s) **“UNIT”** shall mean and include, a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for commercial use such as or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.

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NOW WHEREAS:

1. Yamuna Expressway Industrial Development Authority (hereinafter referred to as the “**Lessor/YEIDA**”) vide Lease Deed dated 10.06.2011 duly registered as Document No. 10287, Book No. 1, Volume No. 8687 at Page No. 1 to 30, read with Correction Deed dated 04.02.2013, registered as Document No. 2553, Book No. 1, Volume No. 12504, Page No. 293 to 870, granted leasehold rights over the Plot bearing No. TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, measuring approximately 404,860.60 square meters (“**Larger Parcel of Land**”), for a period of 90 years in favor of the Promoter.
2. The Project Land (admeasuring 20,243 sq. mtrs.) forms part of the Larger Parcel of Land, bearing Plot No. C -1, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, wherein the Promoter is constructing and developing a Commercial Project having Commercial Units of various sizes and dimensions (the “**Project Land**”) under the name _____, having RERA No. _____ (hereinafter referred to as the said “**Project**”).
3. As per the stipulations of the Lease Deed read with the Correction Deed, the Promoter is entitled to allot the Unit(s) on lease hold basis to the intending Applicants. The location of the Unit has been described in the layout plan.
4. The Applicant(s) submits/ confirms/ acknowledges/ understands that the management of Three C Homes Private Limited as it stands as on 13.06.2023 is that of Ace Infracity Developers Private Limited in terms of Hon’ble NCLT, Delhi order dated 13.06.2023 in the case titled as: - Arun Kumar Sinha Vs Three C Homes Private Limited (C.P. (IB) - 432/2019) in the I.A filed by Mr. Gaurav Katiyar (I.A. No. 3885/202).

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF COMMERCIAL UNIT IN ' _____ ', ADMEASURING 20,243 SQ. MTRS, BUILT ON PLOT BEARING NO. C - 1, TS-01, SECTOR 22A, YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AREA, GAUTAM BUDDH NAGAR, UTTAR PRADESH, 201308.

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

1. That the Applicant(s) has applied for registration of booking of a Unit in the above scheme/project being developed by **M/s Three C Homes Private Limited.**
2. The Applicant(s) shall sign all the pages of this Application in token of his/her acceptance of the terms and conditions stipulated herein.
3. The Payment Plan once opted by the Applicant(s) shall not be allowed to change.
4. Notwithstanding the fact that the PROMOTER may have issued an acknowledgment by way of a receipt for the money tendered with this application, the Applicant(s) have clearly understood that this application is only a request/ offer of/by the Applicant(s) for the allotment of a Unit and does not constitute any allotment or agreement by the Applicant(s) and the PROMOTER and the Applicant(s) are not vested with any right or entitlement or interest until the final allotment of the Unit is made by the PROMOTER in the said Project.
5. That the Application is to be accompanied with the Booking Amount/Registration amount/earnest money payable as stipulated by the PROMOTER and as per the payment plan. The said registration amount/earnest money shall be paid by A/c payee cheque or demand draft or UTR in favoring of _____, payable at NOIDA (no outstation

cheque/draft shall be accepted). For all intents and purposes, it is clarified that 10% of the cost of Unit shall be deemed as registration amount/earnest money/ Booking Amount for the Unit. The schedule of installments as opted in the Application Form/Allotment Letter cum Agreement for Sale/Sub-Lease shall be final and binding over the Applicant and in case of any failure to adhere to the same, this Application shall stand automatically cancelled and the registration amount/earnest money shall be forfeited by the PROMOTER.

6. In case, the original allotment letter is lost by the allottee and a request is made by the Allottee for the reissuance of the allotment letter, subject to the submission of necessary declarations as required by the PROMOTER, an administrative charge of Rs. 25,000 plus applicable GST shall be levied by the PROMOTER and payable by the Allottee.
7. That the final allotment is entirely at the sole discretion of the PROMOTER and the PROMOTER reserves the right to accept or reject the application without assigning any reason thereof. In case of rejection of application, the registration amount/earnest money/booking amount paid by the Applicant(s) shall be refunded to the Applicant(s) without interest. It is further clarified that deposit of the booking amount/cheque shall not amount to acceptance of the Application.
8. The Applicant(s) has(ve) satisfied himself/ herself that **M/s Three C Homes Pvt. Ltd.**, a Promoter registered under the Companies Act, 1956, having its Registered Office at C-23, Greater Kailash Enclave Part-I, New Delhi-110048, is developing and constructing a real estate Project namely _____, on land parcel measuring 20, 243 Sq. Mt. situated at Plot No. C - 1, TS-01, Sector-22A, Yamuna Expressway Industrial Development Authority, Gautam Buddha Nagar, Uttar Pradesh, 201308, and is sufficiently entitled to develop, sell and deal with the said Project proposed to be constructed on the Project Land in respect of which Yamuna Expressway Industrial Development Authority has executed Lease Deed read with Correction Deed in favor of M/s Three C Homes Pvt. Ltd.. The Lessor has authorized the Promoter, to develop/ construct the said Project on the Project Land and to sell, market, deal, negotiate, sign and execute Application/ Agreement for Sale/ Sub-Lease Deed etc. with the Applicant(s)/ prospective purchasers/ buyers at the rates and Terms and Conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name from Applicants(s) own resources including property loans, if any. That all the terms and conditions of Lease Deed read with the Correction Deed of the Larger Parcel of Land (which includes the Project Land) executed in favor of the Lessor shall also be applicable on the intending Applicant(s).
9. The Applicant(s) represent & acknowledge that he/she has inspected the relevant documents/papers and has carried out due diligence and is fully satisfied with the right/title/interest of the PROMOTER to Project said Land and has understood all the limitations and obligations of the Lessee/PROMOTER/Broker/Agent in respect thereof. The Applicant(s) undertake not to hereinafter raise objections with respect to title of the land and the project approvals from various statutory bodies with the Lessee/PROMOTER/ Broker/Agent's right/title/interest/entitlements in the

Project Land and rights to sell and develop the Project. Furthermore, the Applicant(s) have studied the market and available products and have taken a conscious decision to apply for a Unit in the Project without any undue influence or force by whatever means.

10. That the Applicant(s) shall execute an Allotment Letter cum Agreement for Sale/Sub-Lease with the PROMOTER (after paying 10% of the cost of the Unit to the PROMOTER along with taxes as applicable) along with all the required documents for the same at the Corporate Office or Site Office of the PROMOTER within 30 days of receipt of information from the PROMOTER. If the Applicant(s) fails to execute and deliver the Allotment Letter cum Agreement for Sale/Sub-Lease to the PROMOTER within the said stipulated period then the Allotment of the Applicant shall be treated as cancelled and 10% of the cost of the Unit as constituting the Application Money/ Registration Money/ earnest money along with GST Amount and any other amounts of being non-refundable in nature, paid by the Applicant(s) shall be forfeited by the PROMOTER. After deduction of the said amount, the balance amount (if any) without interest shall be refunded to the Applicant(s).
11. All over-due payments from the Applicants (if any) shall attract Interest Rate as per SBI MCLR 1 Year +1% as prescribed under the Act from the date they fall due till the date of receipt of payment.
12. The Applicant(s) clearly and unequivocally understand(s) that any rights and entitlement shall accrue only when the allotment is made by the PROMOTER in his/her/their favor and the necessary Allotment Letter cum Agreement for Sale/Sub-Lease are signed and all its terms and conditions are duly complied with UP RERA ACT, 2016.
13. That the layout plan of the entire Project and the area of the Unit as drawn by the PROMOTER is tentative and is subject to change. If deemed necessary by the PROMOTER and in strict compliance with Section 14 of the Uttar Pradesh Real Estate Regulation Act, 2016 as amended and other applicable laws or as may be required by the regulatory authorities, the PROMOTER may make suitable alterations in the layout plan and area of the Project/ Unit. Such alterations may include changes in the Area, Floor, Tower & Number of the Unit and the location. In regard to all such changes either at the instance of the regulatory authorities or otherwise, decision of the PROMOTER, shall be final and binding on the Applicant(s).
14. The Applicant's right shall be restricted to its allotted Unit only. That the Applicant(s) shall not have any right to interfere in the manner of booking, operation and finalization of sale of Units, premises etc. or in the operation and management including, but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority body, any person, institutions, trust and or any local bodies which the PROMOTER may deem fit in its sole discretion.
15. In the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Government/Competent Authority, the PROMOTER shall have full right to raise further constructions over the top roof/terrace of the Project or over the top roof/terrace of the Towers/Buildings in the Project as being the sole and exclusive property of the PROMOTER and the Applicant(s) shall not be entitled to raise any objection or make any claim on any account in this regard. Subject to provisions of the applicable law, the PROMOTER can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the PROMOTER.
16. That in case the cost/ value of the Unit booked/allotted is Rs.50,00,000/- (Rupees Fifty Lakh only) or more; in such a case each and every payment made or to be made by such Applicant in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Applicant and the total amount of TDS so deducted shall be deposited by such Applicant to the credit of the Central Govt. The same is being necessitated as it has been mandated through an amendment in the Income Tax Act, 1961, by insertion of a new Sec 194-IA & notified by CBDT vide Notification No.S.O.1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/PROMOTER/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of the Central Govt. The credit of the same shall be reflected in the accounts of the said Applicant once he/ she submits the proof of payment of "TDS on purchase of property" and the

buyer/customer/applicant shall issue to the Builder/ PROMOTER/ seller a TDS Certificate in Form-16B. Considering the same, it is mandatory for the Applicant to have a valid Permanent Account Number (PAN). Further, the deduction of TDS shall be applicable on circle value of unit or sales

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consideration of unit whichever is more. For further details Applicant may visit "www.incometaxindia.gov.in". Applicant is further requested to mention the address of the PROMOTER on the challan for payment of "TDS on purchase of property" address of the PROMOTER.

17. That the amenities like roads, electricity, sewers & water supply, same shall be provided by the concerned regulatory upto the boundary of the said Project. The PROMOTER will carry out all the above-mentioned amenities within boundary of the said Project i.e. internal development of the Project. Any delay in providing the above said facilities on the part of the regulatory authority shall not be considered as delay on the part of PROMOTER.
18. That the Applicant(s) and his family members have the right to visit and inspect the premises during the course of construction once in 3 (three) months and after seeking prior written consent of the PROMOTER. During the course of such inspection, the PROMOTER shall not be held liable for any loss/cost/damages/hurt or any other expenses caused due to such visit by the Applicant(s) or his family members accompanying him, if any, on account of any accident that may occur at the time of inspection during the constructions or after constructions.
19. That the Applicant & Co-Applicant (if any) will have equal share in the Unit and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, in case a loan has been availed. Similarly, in a divorce case or where a dispute arises between the Applicants, the booking will continue only after providing consent in writing by both the Applicants and No Objection Certificate from the concerned bank, if a loan has been availed. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not have any effect to the same. In all the above said circumstances there will be a time limit of maximum up to 120 days and thereafter the PROMOTER can cancel the said booking/allotment and the Applicant shall have no claim or right whatsoever except to claim for the refunds of the amounts as deposited, and in such cancellation, there will be a deduction of 10% of the cost of the Unit. For the refund in said cases as stated above, consent of both the Applicants shall be necessary otherwise the amount shall be refunded in equal share between all the Applicants.
20. That all the Taxes and statutory levies presently payable in relation to the Project have been included in the price of the Unit. However, in the event of any further increase and/or any fresh tax, service tax, trade tax/sales tax, VAT, farmer's compensation, Cess, labour cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Applicant(s) on pro rata basis. Any charges on account of external electrification as demanded by any competent authority shall also be additionally payable by the Applicant(s). Further, the water and sewerage connection charges shall be payable by the applicant(s) in addition to unit cost and other charges as demanded by competent authority.
21. That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on part of the Applicant(s) to make the payment on or before the due dates. If any installments as per payment schedule is not paid within the stipulated due date, the Promoter will charge an Interest Rate prescribed under the Act from the due date. Further, if the payment remains in arrears even after 2(two) consecutive Installments/Demand Stage after 7 (seven) days from the due date for each such instalment as per the payment plan and if such default by Applicant(s) continues for a period beyond 3 (three) consecutive months after the notice from the Promoter in this regard, then the allotment shall automatically stand cancelled at the sole discretion of the Promoter and the amount deposited by the Applicant(s) as earnest money/ booking amount i.e. 10% of the cost of Unit will stand forfeited, and after deduction of interest liabilities, any amounts received from Applicant(s) /housing finance companies/banks against the said allotment and any other charges, the balance amount, if any, shall be refunded without interest. Such refund shall be made as per the provisions of applicable law. However, the Promoter may at its sole discretion, condone the delay in payment by charging interest and restoring the allotment in case the allotted Unit has not been allotted to someone else. Alternative Unit, if available may also be offered in lieu however the Promoter is not bound to do so.

22. That the time is essence with respect to the Applicant's obligation to pay the Unit Sale Price as provided in the payment schedule/plan along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment Letter cum Agreement for Sale/Sub-Lease to be paid on or before due date or as and when demanded by the PROMOTER as the case may be and also to perform or to observe all other obligations of the Applicant under the Allotment Letter/Agreement for Sale/Sub-Lease. It is clearly agreed and understood by the Applicant, that it shall not be obligatory on the part of the PROMOTER to send demand notices/reminders regarding the payments to be made by the Applicant as per the schedule of Payments or for the obligations to be performed by the Applicant. However, the PROMOTER may without prejudice to its rights in its sole discretion, waive its right to terminate the Allotment and enforce all the payments and seek specific performance of this Allotment in such a case. The Applicant agrees that the possession of the Unit will be handed over by the PROMOTER after making all the payments, outstanding/dues, penalties etc. along with interest (if any) by the Applicant to the satisfaction of the PROMOTER.
23. (a) The PROMOTER shall endeavor to complete the construction of the Unit on or before _____ as in the Allotment Letter cum Agreement for Sale/Sub-Lease to be entered into, subject to timely payment of installments and other charges when due or demanded by the PROMOTER and the same shall be payable by the Applicant. The PROMOTER on obtaining Occupancy Certificate from concerned regulatory authority shall hand over the Unit to the Applicant after clearing all the dues according to the terms and conditions of the Allotment Letter cum Agreement for Sale/Sub-Lease in respect of said Unit.
- (b) The Applicant agrees that the development of the project is subject to force majeure conditions which includes, but is not limited to:
- Acts of God i.e., landslide, fire, drought, flood, earthquake, epidemics, natural disasters, etc.
 - War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism;
 - Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the PROMOTER from complying with any or all the terms and conditions as agreed in this Agreement including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the PROMOTER whereby the work of construction is stayed or stalled;
 - Any change in applicable laws adversely affecting the development of the Building / the said Project;
 - Other cause beyond the reasonable control of the PROMOTER or its agent or not directly attributable to any willful act or omission of the PROMOTER and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Unit.
24. In case of delay in construction of the said Unit beyond the present RERA completion date of _____ which is not due to reason explained in clause no. 23(b) above, the PROMOTER agrees to pay a delay penal interest @ the rate equal to MCLR (Margin Cost of Lending rate) on loan of SBI +1% for a period exceeding to the present project completion date and such extension as PROMOTER may seek in future from UP RERA not due to force majeure conditions as mentioned under clause 23(b) here above, to the Applicant(s). The said delay penalty is subject to the fact that the Applicant(s) has made payment of all the installments towards the sale consideration amount of the said Unit to the PROMOTER in time and without making any delay.
25. If the construction is completed prior to the date given because the date given is an assessment only and construction may be completed earlier, in that case, the Applicant(s) shall not refuse from accepting possession on any ground whatsoever.
26. That a written intimation for completion of Commercial Unit will be sent to the Applicant and a "Fit-out-Period" of 60 days will commence from the date of "offer of possession". The said "Fit-out-Period" is in order to facilitate the

Applicant to communicate exact date by which he is going to take physical possession of Commercial Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of PROMOTER, registration of Sub-Lease Deed/Transfer Deed etc., the installation of hardware accessories and final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 50 to 60 days for an individual Unit, the Applicant may get these final installations in his own presence, if desired.

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27. That in case, the Applicant reaches in last of "Fit Out Period", where the scope of 60 days for final touch does not remain, in such condition, the monthly maintenance charges shall commence in accordance to the date given in the letter of "Offer of Possession".
28. For Power back-up facility, the Applicant has to give his consent in writing at the time of offer of possession letter and has to pay additional charges for the Power back up facility. Per unit charges of the power backup (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.

Note: Any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always stay final.

29. That the existing use of the said Unit is for Commercial Purpose and the Applicant(s) undertakes to use the said Unit for specific purposes only, which are permissible under the Law. The Applicant(s) shall, therefore, not use the said Unit herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the PROMOTER and other owners/occupants of the Units in the Project. The Applicant(s) undertakes to put to use the said Unit exclusively for the Retail use only which are permissible under the law and he shall not use the said Unit for any other purpose e.g. Rice-mill, Atta-Chakki, Factory, Welding Work, Meat shop, Dhaba, Liquor/Wine shop, Automobile Workshop or shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Unit or carry out any activity which is injurious or which is prohibited by the State or Central Government.
30. Any type of encroachment/construction in the entire Project including roads, lobbies, common area, corridors, circulation spaces roof etc., shall not be allowed. Further, the Applicant(s) or the association/ RWA shall not be permitted to close the verandah, lounges, balconies, common corridors etc., even if the particular floor is occupied by the same party. The Applicant(s) further agrees, undertakes, and guarantees that he/ she/ they will not display any signboard/nameplate/neon lights signs and flowerpots on the external façade of the building/tower/complex or anywhere on the exterior of the building or the common areas. However, Applicant(s) shall be entitled to display their trade name at designated place and approved size of the board / display fonts only with prior written approval of Promoter. The Promoter reserves full right to remove any unauthorized display board at the cost and consequences of Applicant of space in the Project. Furthermore, the Applicant shall not be permitted to do any type of change inside the Commercial Unit which may cause or likely to cause damage to the safety stability of the structure of the building/tower/block.
31. That subject to the restrictions and limitations in the Allotment Letter cum Agreement to Sell which is executed by the Lessor in favor of the PROMOTER, the Applicant(s) may at its option raise the finances or a loan for purchase of the Unit. However, responsibility of getting the loan sanctioned and disbursed as per PROMOTER's payment schedule will rest exclusively on the Applicant(s). In case the Applicant's loan is not being disbursed, sanctioned or delayed, the payment to the PROMOTER as per schedule shall not be delayed by the Applicant(s) and in the event of default in payment as per the Payment Plan, the Applicant(s) shall be liable for consequences including cancellation of the allotment.
32. That on completion of the said Unit and receipt of full consideration amount along with other charges (if any) payable by the Applicant(s), a Tripartite Sub-Lease Deed shall be executed in favor of the Applicant(s) in the format approved by the Lessor and the PROMOTER. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease Deed/Transfer Deed, registration charges/fees, miscellaneous expenses and advocates legal fees/charges etc. shall be borne and paid by the Applicant(s), the Applicant(s) will be responsible and liable to pay the deficiency in stamp duty/penalty/interest on such documents as per the Stamp Act. Any stamp duty and deficiency, if imposed by the Govt. on the Allotment Letter, Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Applicant(s).
33. That there will be defect liability period of 60 months from the date of handing over possession or from the date of issuance of Occupancy Certificate whichever is earlier. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipment/appliances, most of which are covered under warranty

by the manufacturers themselves. However, in the event of recurring problems with the bought equipment/appliances, the PROMOTER shall co-operate with the applicant to sort out the issues.

34. That in case, the Applicant(s) desires for cancellation before the allotment, then 10% of the cost of the said Unit asconstituting the earnest money, will be forfeited and the balance amount, if any, after deduction of any penalty interest, Commission for Sale, shall be refunded without any interest as per the provisions of the applicable law.
35. That the Applicant(s) agrees to enter into a Maintenance Agreement to be executed between the Applicant and PROMOTER and/or the Maintenance Agency nominated by the PROMOTER at the time of execution of the Sub-Lease Deed of the said Unit. The Applicant shall pay the maintenance charges for upkeep and maintenance of various Common Services and Facilities(excluding internal maintenance of the Unit) in the Complex as determined by the PROMOTER or its nominated Agency.

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

36. It is expressly disclaimed that non-payment of any additional charges and maintenance charges within the time specified shall also disentitle the Applicant(s) to the enjoyment of the Common Services and Facilities and other common services.
37. That in case the Applicant(s) desires transfer of allotment/ownership of Unit, before registration/possession, a transfer fee as prevailing at the time of desired transfer shall be payable by the Applicant(s). However, first transfer request will be entertained after receipt of 40% of the total cost of the Unit or total dues as per the payment plan opted by the Applicant(s), whichever is higher. Inclusion of name of spouse as Co-applicant shall be free of any charge, but administration charges shall be payable, as decided by the Promoter from time to time. **In case of others, subject to the above (i.e. payment of 40% of total cost or total dues as per the payment plan opted by the Applicant(s), whichever is higher), the Promoter shall accommodate the first transfer request free of any charge other than administration chargers (as decided by the Promoter from time to time). For any subsequent request of transfer of allotment/ ownership of Unit before registration/ possession, the Promoter shall impose the transfer charges (and administration charges) plus GST applicable upon same, and same shall be payable at the time of transfer. The rate of such transfer charges shall be calculated on per square ft. on the carpet area of the Unit and shall be decided by the Promoter from time to time.**
38. That it is hereby agreed that the Promoter/Maintenance Agency shall be entitled to effect disconnection of water/ sewer and power/power backup connection and debar from usage of any or all common facilities within the Project of the Applicant, in case of any unlawful activities or non-compliances of any of the terms of the allotment by the Applicant.
39. That if for any reason, whether within or outside the control of the Promoter, the whole or part of scheme is abandoned, then no claim will be preferred except that the entire money received from the Applicant will be refunded without interest.
40. The Applicant(s) also agrees not to make any alteration in the elevation and outside colour scheme of paint and glass of the said building/ Project and not to cover/enclose the planters and service ducts or any of the projections from the said Unit or within the said Unit, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls or elevation or other structural aspects of the Unit without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external of the building(s) or do any act to affect the Project in any adverse manner. Further, not to shift windows of the said Unit and/ or carry out any changes in the said Unit so as to increase the area of the said Unit and/ or put any grill not in conformity with the rest of the grills and/ or facade of the building/ Project which would affect the elevation of the building/ Project and /or carry out any unauthorized construction in the said Unit. In the event if any such change is carried out, the Applicant(s) shall remove the same within 24 hours of notice in that regard from the Promoter. In the event if the Applicant(s) fails to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter the said Unit and remove such unauthorized construction at the cost of the Applicant, and the Applicant hereby agrees to the same, and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoter.
41. The above provision shall be applicable even after handing over the physical possession and execution of title deed. In case of non-compliance of this provision by the Applicant, the Promoter shall have liberty to restore the original elevations and / or outer colour scheme without any formal notice, this shall be done at the cost and risk of the Applicant.
42. The Applicant(s) agrees and acknowledges that the Total Sale Price/consideration of the Unit applied for is fair and acceptable to the Applicant(s). The Applicant(s) further agrees and acknowledges that a similar Unit may be/have been sold/allotted/conveyed by the PROMOTER at a different price/consideration, the Applicant(s) shall not raise any objection or claim in this regard.
43. That in case, the Applicant(s) makes any payment to any person/PROMOTER, except to M/s Three C Homes Private Limited, against the booked Unit, then the Applicant(s) will be solely responsible & liable for the said payment and such

payment shall not be deemed to be the payment made towards the payment of the said Unit. The Mode of payment to be made to PROMOTER shall be NET BANKING / RTGS/ NEFT / ACCOUNT PAYEE CHEQUE / ACCOUNT PAYEEDRAFT drawn in favor of **M/S THREE C HOMES PRIVATE LIMITED RERA Collection A/c** _____, Account No. _____, Bank Name _____, IFSC Code _____.

44. That it shall be the responsibility of Applicant(s) to inform the PROMOTER by Regd. A.D. Letter or Courier about subsequent change(s) in the address, otherwise the address given in the booking Application Form will be used for all correspondences, demands, letters/Notices posted at that address (if any changes in the Address have not been intimated) will be deemed to have been receiving by the Applicant and the PROMOTER shall not be responsible for any default.
45. The Applicant(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the building/ Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
46. That in case of an NRI Applicant, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other prevailing law shall be the responsibility of the Applicant.
47. All or any disputes arising out or touching upon or in relation to or concerning with 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 same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act. The Courts in Noida, U.P alone shall have jurisdiction in case of any dispute, claim arising out or in connection with the present application form.
48. That this Application is subject to a lock-in period of thirty (30) days from the date of signing of this Application Form and after thirty (30) days this Application shall automatically be rejected, if allotment is not done at the sole discretion of the PROMOTER.
49. That PROMOTER will provide lease assistance to the allottee(s) of the units in the project. PROMOTER will also have a "First Right of Refusal" if the tenant arranged by the allottee does not meet the basic criteria defined by the PROMOTER at that time. In case of refusal, PROMOTER may arrange an alternate tenant for the said Unit on the basis of the ongoing market trends. However, it shall be the ultimate responsibility of allottee to select a reputed tenant for the overall success of the project. The terms and conditions of leasing imposed by the PROMOTER from time to time shall be binding upon the allottee.
50. The Applicant(s) agrees that if any development charges, taxes, cost, charges, fees, levies, etc. or any increase thereof is not paid by the Applicant(s) then the non-payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Application and the Promoter shall be entitled to receive / recover the same with interest, penalty and/or to cancel the allotment.
51. The Applicant(s) has understood and agreed to pay any amount demanded/charged by the Promoter on account of any compensation charged/demanded by YEIDA or any other land acquiring/allotment authority on account of any compensation paid / payable by such authority, by whatever name called, to farmers/ erstwhile landowners whether before possession or after possession. The amount so demanded from the Applicant(s) shall be deemed to be the unpaid total cost of the Unit and the Promoter shall have the first charge/lien on the said Unit for recovery of such charges.
52. The Applicant(s) also agrees that if any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities, court, tribunal etc., made applicable to the said Unit/ Project, requires provision of new/additional facilities/ equipment/ devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., and/or increase in any type of securities to be made by the Promoter, then the cost/ charges/ deposit of such additional devices, equipment, facilities or up-gradation, shall also be borne

and paid by the Applicant(s) on proportionate basis, as and when demanded by the Promoter.

53. The Applicant(s) hereby declares that he/she/they has/have gone through this Application and all the documents related to the Project and the Unit and has expressly understood the contents, terms and conditions of the same and the Applicant(s) after being fully satisfied has/have filled this Application and further agrees not to raise any objection in regard.

54. No failure or delay to exercise any right or remedy provided by this Application or by law shall be construed or operate as a waiver thereof nor shall any single or partial exercise of such right or remedy preclude the further exercise of any right or remedy. A waiver or a breach or default of this Application will not prevent the Promoter from subsequently requiring compliance with the waived obligation.

55. That all notices to be served on the Applicant (s) and the Promoter as contemplated by this Application shall be deemed to have been duly served if sent to the Applicant (s) or the Promoter by Registered/Speed Post at the respective addresses specified below:

Name of Applicant(s):

Address of Applicant(s):

Promoter's Name: M/s THREE C HOMES PRIVATE LIMITED

Promoter's Address: C-23, Greater Kailash Enclave Part-I, New Delhi 110048

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

57. The Promoter shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Applicant(s) if the Promoter's rights under this Application are likely to be affected/prejudiced in any manner by the outcome of such suit / complaint / decision of the court. The Applicant(s) agrees to keep the Promoter fully informed at all times in this regard.

58. The Applicant(s) undertakes that in case of any dispute or differences with the Promoter over any issue whether emanating directly or by implication from this Application, the same or any other issue concerning, including the possession/construction of the said Unit, the Applicant(s) shall be entitled to remedy only under Para or avail appropriate legal remedy before a competent court of law / statutory forum prescribed under laws in India. The Applicant(s) shall not indulge in or instigate any act, whether in personal capacity or in joint capacity or incite other applicant(s) in the Project to act in any manner, which may amount to casting insinuation, innuendo, libel or slander against the Promoter, its directors or its officials, or otherwise indulge in activities which amounts to defamation or malicious/ wrongful prosecution of the Promoter, its directors or its officials and/or the Project and in case of any such violation, the Applicant(s) shall be liable to legal consequences arising there from, at his/ her its cost, risk and consequences.

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

Declaration:

- I/we have signed and submitted this application and paid the amount payable thereof being fully conscious of my/our liabilities and obligations.
- I/We agree to sign and execute all the necessary agreements and other definitive documents as and when desired by the PROMOTER within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/expenses incidental thereto and I/We agree to be bound by the terms of the said agreements/documents.
- I/We have read and understood the "Terms and Conditions" mentioned in this application form and agree to be bound by the same.
- I have read and understood the terms and conditions of Lease Deed read with the Correction Deed, executed in favour of the Promoter by the Lessor, and the same shall be binding on me/us, and I/ we am/are fully satisfied with said terms and conditions, title, interest and rights of the Promoter. It is clear to me/ us that for any changes in the layout plan, my/ our written consent is required as per the law, and I/ we hereby give my/ our free consent to the Promoter that it can make any type of minor changes in layout/elevation/design beside alternation in open space etc., and my/ our consent shall be presumed to be valid and written consent for the same at all times.
- I/ We have read and understood the terms and conditions mentioned in the Application Form by taking ample period. I/ We consider all the terms and conditions of the Application Form to be reasonable and fair and I/ we further confirm to not have any objection to any clause/ understanding of the Application Form. My/ Our signature(s) on this Application Form is/are my/ our confirmation to abide by all the terms and conditions of the Application Form, and I/ we shall not raise any objection with respect to the same at any time in the future.
- I understand that provisions of RERA Act along with the Rules/Notifications Framed issued thereunder as applicable to the State of Uttar Pradesh, shall apply on me/ us and the Promoter. Considering the same, any amendments/modifications/changes made in terms of the Application/Allotment letter/Agreement for sale/sub-lease deed shall apply both on the Promoter and me/ us.
- The terms and conditions mentioned herein shall be in addition to the terms and conditions of the necessary agreements/definitive documents
- I/We the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us

FOR OFFICE USE ONLY

Customer ID No.....

Booking ID/S. Order No.....

Name of the Applicant

Name of the Co-Applicant

Name of the 3rd Applicant

Name of Project.....

Unit No.

Block/Tower

Floor

Super Area (In Sq. Ft)

Booking Date.....

B.S.P.....

Payment Plan

Parking Space.....

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

Documents: PAN Card Address Proof

Mode of Payment: Self Loan

Booked by (Direct/Broker)

Discount on Form%

Discount on Form in Rs.....

Net Brokerage in Rs.....

Pending 01

02

03

04

Check List for Receiving Officer:

- (i) Booking Form duly filled and signed along with the booking amount cheque/demand draft
- (ii) PAN No. and copy of PAN Card.
- (iii) For Companies: Copy of Certificate of Registration, Memorandum and Article of Association and certified copy of Board Resolution authorizing the person executing the Application.
- (iv) For Partnership Firm: Copy of partnership deed, Firm Registration Certificate, consent/authorization. from all partners and written authorization in favor of the person/partner executing the Application.
- (v) For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR Account.
- (vi) For NRI: Copy of passport and payment through his/her own NRE/NRO Account/FCNR Account.
- (vii) One colored photograph of each Applicant.
- (viii) Address/Identity Proof/Photocopy of Passport/Electoral Identity Card/Ration Card/Driving License/ Aadhar Card etc.
- (ix) Specimen signatures & photograph duly verified by bankers (in original).

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

Prepared by Checked by Approved by

PROMOTER

APPLICANT

CO-APPLICANT

3rd APPLICANT

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