

ACE
DIVINO

GR. NOIDA (WEST)

Project as per RERA Guidelines

APPLICATION FORM

APPLICATION FORM FOR BOOKING OF RESIDENTIAL FLAT/UNIT

M/s Starcity Real Estates Pvt. Ltd.,
 Office at 41, 1st Floor,
 Friends Colony East,
 New Delhi-110065.

Application No.
 Dated

Dear Sir,

I/We hereby apply to book a residential Flat/Unit as described below in the Group Housing Project/Scheme under the name and style of "ACE DIVINO", built at Plot No. GH-14A, Sector-1, Greater Noida, UP, being developed and promoted by M/s Starcity Real Estates Pvt. Ltd. (hereinafter called to as Company).

I/We have clearly understood that this application does not constitute an agreement to sell and I/We do not become entitled to the provisional and/or final allotment of a Flat/Unit notwithstanding the fact that the company has issued a receipt in acknowledgement of the money tendered with this application being the Non refundable 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 as per the company's standard format and agree to abide by the terms & conditions laid down therein.

I/We acknowledge that the company has provided all the information and clarifications as sought by me/us and I/We am/are satisfied with the same. I/We have also relied on my/our own judgement and have conducted due inquiry before deciding to apply for booking of the said Flat/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.

In case M/s Starcity Real Estates Pvt. Ltd., confirms the booking of a Flat/Unit, I/We agree to pay further installments of sale price and all other allied charges/dues as stipulated/demanded by the Company 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 company and understood by me/us, failing which the allotment shall stand cancelled and booking amount shall be forfeited by the Company.

1. The particulars of the applicant(s) are given below for Company'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.

Occupation/ Profession: Govt. Servant Self Employed Private Sector Professional Others

Office Name: Designation:

Office Address:

Telephone Mobile Fax

E-mail:

ACE
DIVINO
DOR. NOIDA INSTITUTE

Project as per RERA Guidelines

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.

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

.....

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.....

.....

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.

M/s., a Company registered under the provisions of Companies Act, 1956, or 2013 (as amended), having its registered office at

Mr./Mrs./Ms. _____ S/D/W/ot _____

....., 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. _____

OR

M/s., a Limited Liability Partnership registered under the provisions of LLP ACT, 2008, having its registered office at

Mr./Mrs./Ms. _____ S/D/W/of _____

and Mr./Mrs./Ms..... S/D/W/of.....

LLP Identification Number _____

OR

2. PARTICULARS/DETAILS OF FLAT/UNIT

1. Flat/Unit No. 2. Tower 3. Floor

4. Super Area sq. ft. 5. Phase 6. Carpet Area

7. Other details.....

3. COST OF FLAT/UNIT AS PER SUPER SALEABLE AREA:

Selling Price @ Rs.....

Parking charges Rs.

IFMS: @ Rs. /- Per Sq. Ft.....

Lease Rent @ Rs. /- Per Sq. Ft.....

Dual Meter Charges: Rs. 25,000/-

Club Maintenance Fee- Rs (To be decided at the time of possession)

Total cost of Flat/Unit _____

Type of Unit / Flat				Payment Plan		
3 BHK TYPE A	2 BHK + STUDY TYPE B	2 BHK TYPE C	2 BHK TYPE D	DOWN PAYMENT	CONSTRUCTION LINKED	FLEXI PAYMENT
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional Power Back-up (If required)				KVA <input type="checkbox"/>	Mode of Payment	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional Parking Space				SELF	LOAN	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Back to Back Car Parking				Covered	Open	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COVERED						

Note:

- 1sq. mtrs. = 10.764 sq. Ft.
- Service tax/GST as and when applicable, it will charge at the prevailing rates as per payment schedules.

I/We remit herewith a sum of Rs. _____ (Rupees _____ Only) by Bank Draft/Pay Order/Cheque No. _____

Dated _____ Drawn on _____ as booking amount/earnest money for the allotment of the Flat/Unit. (Booking shall be confirmed subject to realization of Cheque/ DD/PO).

Declaration:

I/We the undersigned, hereby declare that the above mentioned 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 Flat/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 then the Company will not be responsible for the same.

Date:

Place:

Signature of the Applicant(s)

COMPANY _____

APPLICANT _____

CO-APPLICANT _____

INTERPRETATION OF SOME OF THE INDICATIVE TERMS

For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

- a. **Applicant:** Means an individual(s)/Firm/Company applying for booking of the Flat/Unit, whose particulars are set out in the Booking Application Form and who has appended his/her signature in the acknowledgement of having agreed to the terms & conditions of the booking application form. In case of more than one applicant the other will be considered as co-applicant and prior to execute the allotment letter they will be considered as Intending Allottee(s).
- b. **Application (Booking Application):** A request for booking of Flat/Unit made by the individual(s)/Firm/Company on a standard format as per provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter "RERA"), namely booking application form of company.
- c. **Allotment Letter:** Confirmation of booking of Flat/Unit by the Company and an agreement on a prescribed standard format of Company (as per Provisions of RERA) or on Prescribed format of RERA (if available), which is duly executed by and between the company and Allottee(s).
- d. **Allottee(s):** Those who have accepted and signed the allotment letter on a standard format of company, thereafter, a particular Flat/Unit has reserved for that particular Allottee(s), the terms & conditions of the Allotment Letter shall be applicable on the intending allottee 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 Flat/Unit unless otherwise specifically provided.
- e. **Flat/Unit:** The dwelling Flat/Unit in the project which is identified by a number, that number is also identifying the floor and block of the Flat/Unit, "Said Flat/Unit" shall mean the specific Flat/Unit applied for by the Applicant in the said Project, details of which has been set out in this Application.
- f. **Area:**
 - **Area of Land:** Total Area of land on which the project is going to be constructed.
 - **Common Area and Facilities:**
 - a. 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;
 - b. The stair cases, lifts, staircase, and lift lobbies, fire escapes and common entrances and exits of buildings;
 - c. The common basement, terraces, parks, play areas, open areas, open parking areas and common storage spaces;
 - d. 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;
 - e. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - f. The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - g. All community and commercial facilities as provided in the real estate project;
 - h. all other portion of the project necessary or convenient for its maintenance, safety and in common use;
 - **Super Area:** That the "Super Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the Common Areas as defined hereinbefore and common facilities such as water supply arrangements, storage tanks and installations such as power, light, sewerage, electrical sub-station, fire shafts.
 - **Independent Area:** The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/promoter without the interference of other Flat/Unit owners.
 - **Limited Common Area and Facilities:** Those which are reserved for use of certain Flat/Unit or Flats/Units to the exclusion of the other Flat/Unit.

Project as per RERA Guidelines

a. Carpet Area: Means the Net usable floor area of apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition of the apartment;

g. Basic Cost of Flat/Unit: The consideration amount for sale of Flat/Unit exclusive of other charges which are mentioned in the booking Application Form and the Allotment Letter, calculated as per Super Saleable Area.

Company: That is M/s Starcity Real Estates Pvt. Ltd., a Company registered under the provisions of Companies Act, 1956, having its registered office at 41, 1st Floor, Friends Colony East, New Delhi-110065.

h. Complex: The entire project having Flats/Units of different types and dimensions in various Blocks/Towers also having spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc

i. Force Majeure Clause: Means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.
- Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- Strikes or lock outs, industrial dispute.
- Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- War and hostilities, riots, bandh, act of terrorism or civil commotion.

The promulgation or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/ said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or any other Quasi Judicial Body or for any other reason whatsoever.

j. Layout and Plans: The Architectural Drawing of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular Flat/Unit.

k. Payment Plans: The mode of payment towards the captioned booking of Flats/Units having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

l. Maintenance Charges: Means the charges to be paid by the Allottee(s) / owner(s) for the maintenance and upkeep of the said Complex/said buildings as per the maintenance agreement with the Company or with the Maintenance Agency at prescribed rates on the super saleable area of the said Flat/Unit.

m. Project: Means "ACE DIVINO", built at Plot No. GH-14A, area measuring 42,165 sq. mtrs., Sector-1, Greater Noida, U.P.

n. RWA: Means the Resident Welfare Association of the Flat/Unit owners which shall be duly formed after providing possessions of majority of flats/units in the said project. The Company/Promoter shall get the association registered, in case the same is not registered by the flat owners themselves and in such a case all the residents shall be required to become a member of the said RWA so formed and nominate among themselves. The President, Vice-president, General Secretary and Treasurer etc., shall be elected by the members of RWA amongst themselves as required under the law.

o. Taxes: Shall means present and future taxes and levies/notified by the authorities, Central/State Governments and recoverable from Flat(s)/Unit(s) owners.

p. TDS: Shall mean Tax Deduction at Source as per Income Tax Act, 1961(as amended).

q. RERA: Means The Real Estate (Regulation and Development) Act 2016 and rules framed thereunder as applicable to Uttar Pradesh.

- A. Whereas **Greater Noida Industrial Development Authority** through a sealed two bid tender system awarded/allotted a Plot No. GH-14, Sector-01, Greater Noida to the Consortium consisting of (i) M/s Starcity Real Estates Pvt. Ltd. (Lead Member), (ii) M/s Starcity Buildcon Pvt. Ltd. (Relevant Member), (iii) M/s Crystal shape Developers Pvt. Ltd. (Relevant Member) and (iv) M/s ATS Infrastructure Limited (Relevant Member), vide its reservation/acceptance letter No. Prop/BRS-01/2014-15/1440 dated 07.07.2014 and Allotment Letter No. Prop/BRS-01/2014-15/1470 dated 15.07.2014.
- B. And whereas according to the undertaking dated 28.07.2014, given by the said consortium, **Greater Noida Industrial Development Authority** sub-divided the said plot as (1) Plot No. GH-14A, measuring 43000 sq. mtrs., (2) Plot No. GH-14B, admeasuring 33000sq. mtrs. And (3) Plot No. GH-14, measuring 33400 sq. mtrs., situated at Sector-01, Greater Noida.
- C. And whereas **Greater Noida Industrial Development Authority (Lessor)** executed a Lease Deed dated 31.07.2014 in favour of **M/s Starcity Real Estates Pvt. Ltd. (Lessee)** in respect of above said Plot No. GH-14A, land area 42,165 sq. mtrs. Sector-01, Greater Noida to develop and market the Builders Residential/Group Housing project on said plot. The said Lease Deed is duly registered in the office of Sub-Registrar, Gautam Budh Nagar, U.P., as Document No. 25056, in Book No. I, Volume no. 16516, at pages No. 349 to 386, on 31.07.2014.
- D. And whereas the Company is developing and constructing residential Units/Flats of various sizes and dimensions in the Group Housing Residential Project known as "**ACE DIVINO**", built at Plot No. GH-14A, Sector-1, Greater Noida, U.P. (herein after referred as 'Project') after getting the building plan duly approved from the Greater Noida Industrial Development Authority (hereinafter referred as GNIDA). As per the stipulations of said Lease Deed, the Company is entitled to allot the flat(s)/Unit(s) on lease hold basis to the intending Applicant send all the terms and conditions of said Lease Deed shall also be applicable to the intending Applicant. The location of the Flat/Unit is delineated in the layout plan.

Project as per RERA Guidelines

**INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF RESIDENTIAL FLAT/UNIT IN "ACE DIVINO",
BUILT AT PLOT NO. GH-14A, SECTOR-1, GREATER NOIDA, U.P.**

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, which upon execution, shall supersede the terms and conditions set out in this application.

1. That the Applicant has applied for registration of booking of a residential Flat/Unit in the above scheme/project being developed by M/s Starcity Real Estates Pvt. Ltd.
2. The final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject the application without assigning any reason thereof.
3. That the Application is to be accompanied with the registration amount/earnest money payable shall be 10% of the cost of Flat/Unit as per payment plan by A/c payee cheque or demand draft or UTR favoring of M/s Starcity Real Estates Pvt. Ltd., payable at New Delhi/NCR, no outstation cheque/draft shall be accepted. However, if the amount paid by the Applicant is less than 10% of the cost of Flat/Unit then this application shall not be accepted for the provisional allotment. The schedule of installments as opted in the Application Form/Allotment Letter shall be final and binding on the Applicant. In case, re-issuance of Allotment Letter is required and requested by the Allottee or bank/financial institution, the same shall attract a fee of Rs.10,000/- as administrative charges excluding service tax and shall be payable by the Applicant.
4. That the Applicant shall execute an Allotment Letter with the company along with all the required documents necessary for the same as per schedule of Payment Plan, at the Corporate Office or Site Office of the company within seven (7) working days from the date of receiving of next 10% cost of Flat/Unit (i.e. another 10% of cost of Flat/Unit except the amount which has been paid at the time of booking of said flat). If the Applicant fails to execute and deliver the Allotment Letter to the company within said stipulated period then the Allotment of the Applicant shall be treated as cancelled and 10% cost of Flat/Unit as constituting the earnest money along with any other amounts of non-refundable nature, paid by the Applicant shall be forfeited by the Company. After deduction of said amount the balance amount (if any) without interest shall be refunded to the Applicant.
5. That the sanctioned plans, layout plan and specifications of the entire Project as drawn by the Company are in accordance with the approved plans and are subject to change if deemed necessary by the Company due to architectural and structural reasons or as may be required by the regulatory authorities of GNIDA, the Company may make suitable additions/alterations in the layout plans. Such alterations may include changes in the Area, Floor, Tower & number of the flat/Unit, the location and increase/decrease in the number of car parking slots allotted to the Applicant with prior permissions of concerned authority and Two-Third Allottee(s)/Residents members at that time. In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Company on aforesaid reasons, shall be final and binding on the Applicant. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein or as directed by RERA.
6. That the Applicant is aware of and has acknowledge that the building plans are sanctioned by Greater Noida Industrial Development Authority and agrees to that the company may make minor changes, modifications, layout/elevation/design/alteration in open spaces area or parking spaces etc. for architectural and structural reasons, including compoundable FAR, as may be deemed necessary or may be required to be done by the Company during construction and at the time of delivery of Project. The necessary intimation of same shall be sent to applicant for such minor changes /modifications
7. As per the prevailing building bye laws of the GNIDA, the FAR (Floor Area Ratio) of the "ACE DIVINO", presently is 3.5 of the residential plot area, which comprises of permissible numbers of the Flats/Units and thereafter the company has right to purchase the additional FAR of the Residential Plot Area from GNIDA and further company may use additional 5% FAR as per the norms of the Green Building by Laws. Accordingly the numbers of the proposed dwelling/Flats and population density may be increased. Furthermore, consent to increase in permissible FAR the company shall have exclusive right to construct additional floors within such permissible FAR with prior written consent of 2/3rd allottees at time of seeking approval for such additional FAR.
8. That in case the cost/ value of Flat/Unit booked is Rs.50,00,000/- (Rupees Fifty Lac 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 Central Govt. as it has been mandated through an

amendment in the Income Tax Act, 1961, by inserting 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/ Company/ 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 Central Govt. The credit of the same shall be reflected in the account of the said applicant once he/ she submits the proof of payment of "TDS on purchase of property" and issue to the Builder/ Company/ seller; TDS Certificate in Form-16B. Therefore, it is mandatory for the applicant to have a valid Permanent Account Number (PAN). For further details applicant may visit "www.incometaxindia.gov.in". Applicant is further requested to mention on the challan for payment of "TDS on purchase of property" and address of the company.

- That the Applicant agrees that he shall pay the sale price of the residential Flat/Unit and other charges on the basis of super Saleable area of the Flat/Unit, which comprises of the built up area/covered area of the Flat/Unit including area under periphery walls and columns, the area of balconies/verandas, cupboards, windows projects etc. proportionate share of common areas within the building like staircase, munties, lift wells, lift room, machinery room, common lobbies and passages on all floors and the proportionate share of common service areas in the complex like community facilities, security rooms, maintenance staff rooms, electric sub-station, pump rooms, underground/overhead water tanks, covered and uncovered shafts etc., if there is any increase/decrease in the final super area, then necessary adjustment will be made in the price of the Flat/Unit based on original rate at which the Flat/Unit was allotted.
- That it is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/ demand loan for the construction of the above said Project from the Banks/Financial Institutions after mortgaging the Unit/Flat of the said complex, however the Sub-Lease Deed in respect of the said Unit/Flat in favour of Allottee will be executed and registered free from all encumbrances at the time of registration of the same, relating to flat qua Builder.
- That the amenities like roads, electricity, sewers & water supply, same shall be provided by the Greater Noida concerned upto the boundary of the said Project. The Company will carry out all the above mentioned amenities within boundary of the said Project only i.e. internal development of the Project (including roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting etc. as mentioned in the Brochure. The delay in providing the above said facilities on the part of the Greater Noida shall not be considered as delay on the part of Company.
- That the Applicant and its family members have a right to visit and inspect the premises during the course of construction but while deriving this right the Company shall not be held liable for any loss/cost/damages/hurt/accident or any other loss/expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Applicant or any of its family members accompanying him.
- That the Applicant & Co-Applicant (if any) will have equal share in the Flat/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, if availed a loan or as per the rules of succession. Similarly in a divorce cases 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 loan is availed.

The interest over the delayed payment shall be charged, the dispute/unforeseen event whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum upto two months thereafter the Company has the right to cancel the said booking/allotment and the Applicant shall have no claim or right whatsoever except to claim for the refunds of amount as deposited, and in such cancelation there will be deduction of 10% of the cost of the Flat/Unit. For the refund in said cases as stated above, consent of both the Applicants shall be necessary otherwise the remaining amount shall be refunded in equal shares between all the Applicants without any interest.

- That all Taxes and statutory levies presently payable in relation to Land comprised in "ACE DIVINO" have been included in the price of the Flat/Unit. However in the event of any further increase and/or any fresh tax, service tax, trade tax/sales tax, VAT, GST, farmer's compensation, cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Applicant on pro rata basis. Any charges on account of external electrification as demanded by Greater Noida Power Authority or any competent authority(s) shall also be additionally payable by the Applicant.
- That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Applicant to

make the payment on or before the due dates as per opted payment plan. If any installments as per payment schedule is not paid within due date, the Company will charge 12% interest per annum on the delayed payment from the due date for the period of delay. Further, if the payment remains in arrears for more than 45 days from the due date for such payment or two consecutive demands whichever is earlier, then allotment shall automatically stand cancelled at the sole discretion of the Company and the amount deposited by the Applicant as earnest money 10% of the cost of Flat/Unit will stand forfeited, and after deduction of over dues interest amounts received from housing finance companies/banks against the said allotment and brokerage charges or any other charges, the balance amount, if any, shall be refundable without any interest, after 30 days of cancellation of allotment. However, the Company may at its sole discretion, condone the delay in payment exceeding 45 days by charging interest 12% p.a. and restore the allotment in case the allotted Flat/Unit has not been allotted to someone else. Alternative Flat/Unit, if available may also be offered in lieu but the company is not bound to do so.

16. That the time is essence with respect to the Applicant's obligation to pay the 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 to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant under the Allotment Letter. It is clearly agreed and understood by the Applicant, it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant as per the schedule of Payments or obligations to be performed by the Applicant. However the Company 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 Flat/Unit will be handed over by the company after making all payments, outstanding/dues, penalties etc. along with interest (if any) by the Applicant to the satisfaction of the company.
17. That a written intimation for completion of Flat/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 Flat/Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer Deed etc., the installation of sanitary-ware, wash basin, kitchen, sink, hardware accessories and final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 45 to 60 days for an individual Flat/Unit, the Applicant may get these final installations in his own presence, if desire so.
18. That in case, the Applicant reaches in last of "Fit Out Period", where the scope of 45 to 60 days for final touch does not remain left which is stated above, in such condition, the monthly maintenance charges shall commence in accordance to the date given in the letter of "Offer of Possession".
19. (a) The Company shall Endeavour to complete the construction of the Flat/Unit within a specified period in the Allotment Letter to be entered into, subject to timely payment of installments and other charges when due or demanded by the Company, same shall be payable by the Applicant. The Company on obtaining completion certificate/certificate of occupancy from Greater Noida Industrial Development Authority shall hand over the Flat/Unit to the Applicant after clearing all the dues according to the terms and conditions of the Allotment Letter in respect of said flat and it will be obligatory on the part of Applicant to take the physical Possession of said flat within two months from the date of issuance of offer for Possession or completion certificate/certificate of occupancy whichever is later.
 (b) The Applicant agrees that the development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the Company like 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 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 Company including force majeure and in such an event the Company shall be entitled to reasonable extension of time for which the Applicant shall not be entitled for any claim or compensation of any nature whatsoever for the period of delay on the part of company.
20. That the possession of the said Flat/Unit is likely to be delivered by the Company to the Applicant from the date of foundation of Tower/Block **within 48 months**, with a grace period of ± 6 months thereof. In case of delay in construction of the said Flat/Unit beyond this date plus grace period which is not due to reason explained in clause no. 19(b) above, the company agrees to pay the penalty interest from the date of default @12% P.A for the period of delay only. Vice-versa the penal interest @12% P.A, on delay in

taking the possession of said flat shall also be applicable on the Applicant and payable by the Applicant, if the Applicant does not processed with the requisite compliance as per the letter "Offer of Possession". The said penalty shall commence from the date of expiry of Fit-out Period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & conditions of the Company shall be entitled and entertained. Further in case of bank loan the due amount will be refunded to the bank and balance amount will be refunded to the Applicant after deductions of interest paid to the Bank.

21. That the car parking will be available inside the complex. The Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces as allotted to the Applicant. One car parking in the Double Basement or Big Parking Slot in Double Basement, is mandatory, and the company has reserved limited open car parking space on ground floor for certain Units/Flats, same will be allotted to the allottees/owners of ground floors on first come first serve basis. No car/vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the complex to the Residents Welfare Association of the complex. The R.W.A. or owner/allottee/occupier of the Unit/Flat shall not have any right on un-allotted parking spaces.
22. That single point electric connection shall be provided for the complex from the PVVNL/ NPCL/or any authority electricity Board approved by Govt. at that time and the electricity will be distributed through separate meters to the Applicant through pre-paid systems.
23. That if the Applicant requires more than 2 KVA Power back up facility, then 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 additional Power back up facility, and no request for power back-up facility shall be entertained later on. Per unit charges of the power back-up (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 be final as once opted in this booking application.

24. That the Applicant shall be required to pay requisite charges as fixed by the Company for the connections of water and sewer of the allotted Flat/Unit and he shall also pay the Power Back-up Charges (if more than 2KVA), Sinking Fund, Administration charges and all other such charges as may be fixed by the Company.
25. That there will be defect liability period of Five (5) years from the date of "Issuance of completion certificate/occupancy certificate". The defect liability shall be limited to the Structural defect only, however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover in force majeure situations such as damage resulting from war, flood, earthquakes etc.. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. The Company shall rectify such defects within a period of thirty (30) days without any further charges. However, in the event of recurring problems with the bought equipments/appliances, the Company shall co-operate with the applicant to sort out the issues.
26. 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 resumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of the applying for the completion certificate only.
27. That subject to the restrictions and limitations in Lease Deed which is executed by Greater Noida Industrial Development Authority, the Applicant may at its option, raise finances or a loan for purchase of the Flat/Unit. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Applicant. In case the Applicant's loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Applicant and in the event of default in payment as per the Payment Plan, the Applicant shall be liable for consequences including cancellation of the allotment.
28. That the Applicant shall comply with legal requirements for purchase of immoveable property wherever applicable, after execution of the Allotment Letter and sign all requisite applications, forms, affidavits, undertakings etc. required from time to time for purchase of said residential Flat/Unit.
29. That on completion of Flat/Unit and receipt of full consideration amount alongwith other charges (if any) payable by the Applicant, a

Tripartite Sub-Lease Deed shall be executed in favour of the Applicant on the format approved by the Greater Noida Industrial Development Authority and the Company. 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, the Applicant 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, Allotment of Parking space and Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Applicant. The stamp duty, registration fee and legal and miscellaneous expenses for registration of Allotment Letter shall be borne by the Applicant only irrespective of its nature whether adjustable or not adjustable in final Sub-Lease Deed.

30. That in case, the Applicant desires for cancellation before the allotment, then 10% of the cost of Flat/Unit as constituting the earnest money, will be forfeited and the balance amount, if any, refunded without any interest after 90 days of cancellation request.
31. That the Flat/Unit shall be used for the residential purpose only, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc., shall not be allowed to the Flat/Unit Owner's Association. They also shall not be permitted to close the verandah, lounges, balconies, common corridors even if particular floors/occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any walls or both faces of external and windows of Flat/Unit, signboard, publicity or advertisements material outside, the Flat/Unit or anywhere in the common areas shall not be permitted to any type of changes inside the Flat/Unit which may cause or likely to cause damage to the safety stability of the structure of the building/tower/block and shall not be permitted as there are hidden RCC Column and RCC shear wall supporting whole the structure.
32. That it is admitted, acknowledged and so recorded by and between the parties that the Applicant in any circumstances will not be allowed to carry out any changes whatsoever in the elevations and / or outer colour scheme. This 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 Company shall have liberty to restore the original elevations and / or outer colour scheme without any formal notice, this shall get be done at the cost and risk of the Applicant.
33. That the Applicant shall pay the maintenance charges as per Super Saleable area, for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Flat/Unit) in the Complex as determined by the Company or its nominated Agency.
34. That at the time of handing over the maintenance of the project to the RWA, the following will be handed over to the RWA, i.e. all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipments with motor rooms, Single Point Distribution system with all liabilities, Gen-sets, security gates with intercoms, lifts rooms at terrace and other areas falling under the common areas as per The Real Estate Regulation and development Act, 2016.

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 Company and all right are reserved with the Company for said areas.

35. That in case the Applicant desires, transfer of allotment/ownership of Flat/Unit, before registration/possession, a transfer fees as prevailing at the time of desired transfer shall be payable by the Applicant. However first transfer request will be entertained after receipt of 40% amount of the Flat/Unit Sale Price and/or inclusion of name of spouse as Co-Applicant shall be free of any charges but administration charges shall be payable.
36. That it is hereby agreed that the Company/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 complex of the applicant, in case of an unlawful activities or non-compliances of any of the terms of the allotment by the Applicant.
37. That if for any reason, whether within or outside the control of the Company, the whole or part of scheme is abandoned, then no claim will be preferred except that the entire received money shall be refunded with interest @12% P.A. to the Applicant.
38. That in case, the Applicant makes any payment to any of the individual(s) person/Company, except M/s. Starcity Real Estates Pvt. Ltd., against his booked Flat/Unit, then the Applicant will be solely responsible & liable for the said payment.
39. That the structural part of the building may shall be insured by the Company at his own cost against the fire, earthquake etc. The

Company after handing over the possession of any particular Flat/Unit shall in no way be responsible for safety, stability and insurance of the structure. The Applicant will pay all charges/Renewal Premium towards insurance of his/ her Unit either by himself individually or through society collectively, if so formed for maintenance of the building.

40. That it shall be the responsibility of Applicant to inform the company 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 Address didn't intimate) will be deemed to have been receiving by the Applicant and the Company shall not be responsible for any default.
41. That in case of NRI/ Applicant to observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Applicant.
42. That all disputes, differences or disagreement arising out of, in connection with or in relation to the booking of the Flat/Unit, which cannot be amicably settled, shall be decided by a sole Arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996.
43. That the venue of the Arbitration shall be Noida or such other place as may be mutually agreed between the parties and the award of the Arbitrator(s) shall be rendered in English.
44. That the Courts at Noida, shall have jurisdiction in all matters arising out of and / or concerning this agreement or the applicant without any prejudice may file a complaint as per The Real Estate Regulation and development Act, 2016.
45. 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 with sole discretion of the Company.
46. That the Cheque Bouncing Charges is applicable Rs.500/- + Services tax as Applicable.
47. I have read and understood the terms and conditions of Lease Deed, executed in favour of the Company by the Greater Noida Industrial Development Authority, the same shall be abide and binding on me and I am fully satisfied with said terms and conditions, title, interest and rights of the company. It is clear to me that for any changes in the layout plan, my written consent is required as per the Law, I hereby give my free consent to the Company that it can make any type of minor changes in layout/elevation/design/sizes beside alteration in open space etc., my this consent will be presumed as all time written consent for the same.
48. The RERA 2016, shall come into force on such date notified by the Central Govt. with the provisions and Rules framed thereunder as applicable to State of Uttar Pradesh, shall apply on the applicant and the Company. Any amendment/modification/changes made in terms of allotment/letter/agreement shall apply mutatis mutandis upon both the Applicant and the Company accordingly.
49. I have also read and understood the terms and conditions mentioned in the Application Form by taking ample period, if any objection raised regarding the said terms and conditions from my side then I will discuss with the company, If I would not raise any objection about the said terms and conditions by signing this Application Form, it will be presumed that I am agree with the same and I will not raise any objection in future.

Company

M/s Starcity Real Estates Pvt. Ltd.

Signature of the Applicant

Signature of the Co-Applicant

FOR OFFICE USE ONLY

Customer ID No.

Booking ID/S. Order No.

Name of the Applicant

Name of the Co-Applicant

Name of Project

Unit / Flat No.

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 Amount as cheque/draft/UTR.
- (ii) Customers signature on all pages of the Application Form
- (iii) PAN No. & Copy of PAN Card/Undertaking Form No. 60
- (iv) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- (v) For Foreign Nationals of Indian Origin: Passport photocopy/funds from NRE/FCNR A/c
- (vi) For NRI: Copy of Passport & Payment through NRE/NRO A/c

Prepared by..... Checked by..... Approved by.....

COMPANY..... APPLICANT..... CO-APPLICANT.....



Starcity Real Estates Pvt. Ltd.

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