

**Application For Booking Of Commercial Space/Shop/Unit In The Project
“Mahagun Mmillennia”, Situated At
Plot – C -7, Crossing Republic, Dundahera, Ghaziabad, Uttar Pradesh**

To,

Mahagun Housing & Construction Pvt Ltd

A-19, Sector 63, Noida-201301

Dear Sir,

1. I/We (also referred to as the "**Applicant**") whose particulars are mentioned in **Annexure-A** herein below am/are pleased to apply for a Commercial Space/Shop/Unit ("**Shop**") in the aforesaid Project ("**Application**") being developed by M/s Mahagun Housing & Construction Pvt Ltd ("**Company**").
2. The said Project is being developed over the land as mentioned in **Annexure-B** and as per the plans, approved by Ghaziabad Development Authority ("**GDA**") in accordance with, but not limited to the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 ("**Apartment Act**"), the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") and other applicable rules and regulations as mentioned in **Annexure-B** ("**Disclosure**") and in accordance with the payment plan opted by me/us as per details mentioned in **Annexure-C**.
3. The Applicant has annexed to this Application all the applicable documents as requested for in **Annexure-D**.
4. The Applicant acknowledges and understands that the Company may seek additional documents and/or information necessary for the compliance under Applicable Laws or to validate/substantiate any information provided in the Application, which shall be provided by the Applicant upon demand by the Company.
5. The Applicant is legally competent to make and submit the present Application for the aforesaid Shop and there is no legal or contractual impediment or restriction on the Applicant making this Application or the payment tendered hereunder.
6. The Applicant has executed the Application as per the instructions provided in **Annexure-E**.
7. The Applicant agrees and shall comply with the indicative terms and conditions provided in **Annexure-F**.
8. The Applicant represents and acknowledges that the Applicant has inspected and understood the contents, meanings and implications of the Disclosure as applicable to the Shop and the Project/Building and is submitting this Application after being fully satisfied with the terms and conditions of the annexures as mentioned above and about the rights, title and interest of the Company in relation thereto and with the full knowledge and understanding of all Applicable Laws/notification and applicable rules in general, including but not limited to UP-RERA..
9. The Applicant acknowledges and understands that the submission of this signed Application and/or the receipt of the amounts paid by me/us, by the Company shall not constitute a right to allotment of a Shop in favour of the Applicant. I/We further understand that this Application neither constitutes any binding contract/ agreement to sell the Shop nor the receipt of the amounts paid with this Application by me/us would amount to any acceptance of this Application and shall not bind the Company to allot the Shop in my/our favour. 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 time the Sale Deed is executed between me/us and the Company.
10. The Applicant acknowledges that only upon execution of the Agreement for Sale between the Applicant and the Company, the allotment of the Shop become final and binding on the Applicant and the Company, in accordance with the terms and conditions contained therein.
11. In the event of the Company accepting this Application to allot the Shop, I/we agree that the Agreement for Sale shall be executed by me/us in accordance with the provisions of RERA, within 30 (thirty) days or as may be applicable, from the date on which the payment of more than 10% of the price consideration is completed by the Applicant.
12. In case the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking amount, Brokerage paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money, if any, paid by the Allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Shop or at the end of one year from the date of cancellation / withdrawal by the Allottee, whichever is earlier and the Applicant shall be left with no right, interest, claim or lien on the said proposed Shop or its booking or otherwise on the Company in any other manner whatsoever.

Signature of First Applicant.....

Signature of Co-applicant(s).....

FOR DRAFT PURPOSE ONLY

1. The Applicant hereby agrees and acknowledges that the rights of the Applicant will be restricted to his/her Shop and Common Areas/ Limited Common Areas only, as provided in RERA. The Applicant shall not have any right, title and interest in the Independent Areas, , even though such Independent Areas may form a part of the common layout plan which is sanctioned for the Project. The Company shall be entitled to develop the Independent Areas in such manner as may be deemed fit by the Company and sell/transfer/assign/encumber/lease the same in any manner as may be deemed fit by the Company. The Company, at its sole discretion, and in accordance with Applicable Laws, including but not limited to RERA shall be entitled to construct modify/redevelop the Independent Areas from time to time.
2. I/We understand that in addition to consideration as set out in the payment plan at **Annexure-C**, I/we shall also be liable to pay all the charges demanded by the Company as well as any introduction of new taxes, charges, fees, levies, including payment of proportionate compensation charges, if any, payable by the GDA to the owners from whom the land for the development of the Project has been acquired by it and/or revision/enhancement in the statutory charges or GST or any other statutory taxes, fees, charges, etc. at any time in future, as may be applicable, within the timelines stipulated for the payment of the same as mentioned in **Annexure-C**.
3. I/We shall pay the basic price and other charges of the Shop on the basis of "Carpet Area" which has been elaborately defined and explained in **Annexure-B**. The basic rate (per square feet) of the Shop is firm save and except as provided herein.
4. I/We further understand that if there is any change of policy of the government by way of circular, notification, legislation, etc., resulting in enhancement of 'Floor Area Ratio' of the Project, the Company shall have the right to suitably amend in the building plans and related approvals of the Project accordingly and in compliance with Applicable Laws.
5. I/We confirm that all correspondence to me/us should be made in the name of the first applicant mentioned below and any notices /letters/email sent by the Company to the above first applicant shall be valid intimation to me/ us regarding the contents therein. In case of any change in my/our residential address, I/we shall immediately inform the company in writing.
6. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Agreement for Sale. However, in case of any contradiction or inconsistency between the terms and conditions herein and the terms and conditions as may be specified in the Agreement for Sale, the terms and conditions specified in the said Agreement for Sale shall take precedence over the terms and conditions as set out herein.

I/We hereby enclose a Cheque/Demand Draft No. _____ dated _____
drawn on _____ Bank, Branch at _____
Rs. _____ (Rupees _____) for an amount of _____

I/We have clearly understood and agreed that this Application Form will be processed by Company only after realization of Application Money of Rs. _____/- (Rupees _____ Only) as mentioned above and as specified in the payment schedule more particularly mentioned in Annexure-C.

ANNEXURE-A
DETAILS OF THE APPLICANT

Photograph
(Sole/First Applicant)

1. SOLE / FIRST APPLICANT

Salutation	First Name	Middle Name	Surname
Name:			
Father's / Husband's / Karta's / Director's / Partner's / Trustee's Name			
Marital Status If married, name of the spouse			
Anniversary Date			
Date of Birth			
Profession Designation			
Company's/Firm's Registration No. Passport No. (copy enclosed)			
Residential Status: Resident ☐ Non Resident ☐ Person of Indian Origin ☐ Nationality Aadhar No.			
Applicant Type: Individual ☐ HUF ☐ Firm ☐ Company ☐ Trust ☐ Other ☐ (specify.....)			
Income Tax Permanent Account No			
Present Office Address Telephone Email			
Present Residential Address Telephone Email			

Address for Correspondence

.....

Telephone

Email

Mobile No

Fax No

Signature of First Applicant.....

Signature of Co-applicant(s).....

Photograph
(Sole/First Applicant)

2 SECOND APPLICANT

Salutation	First Name	Middle Name	Surname
Name:.....			
Father's / Husband's / Karta's / Director's / Partner's / Trustee's Name			
Marital Status If married, name of the spouse			
Anniversary Date			
Date of Birth			
Profession Designation			
Company's/Firm's Registration No.....			
Passport No..... (copy enclosed)			
Residential Status: Resident [] Non Resident [] Person of Indian Origin []			
Nationality.....,			
Aadhar No.....			
Applicant Type: Individual [] HUF [] Firm [] Company [] Trust [] Other [] (specify.....)			
Income Tax Permanent Account No			
Present Office Address			
.....			
Telephone			
Email			

Present Residential Address
Telephone
Email
Address for Correspondence
.....
Telephone
Email
Mobile No
Fax No

Signature of First Applicant.....

Signature of Co-applicant(s).....

Photograph (Sole/First Applicant)
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3. THIRD APPLICANT

Salutation	First Name	Middle Name	Surname
Name:.....			
Father's / Husband's / Karta's / Director's / Partner's / Trustee's Name			
.....			
Marital Status		If married, name of the spouse	
Anniversary Date			
Date of Birth			
Profession		Designation	
Company's / Firm's Registration No.			
Passport No. (copy enclosed)			
Residential Status: Resident [] Non Resident [] Person of Indian Origin []			
Nationality,			
Aadhar No.			
Applicant Type: Individual [] HUF [] Firm [] Company [] Trust [] Other [] (specify.....)			
Income Tax Permanent Account No			

Present Office Address Telephone Email
Present Residential Address Telephone Email
Address for Correspondence Telephone Email Mobile No Fax No

Signature of First Applicant.....

Signature of Co-applicant(s).....

INFORMATION IN REGARD TO DETAILS OF DEPENDANTS OF APPLICANT(S)

(Applicable in case of Individuals Only)

DETAILS OF DEPENDANTS OF FIRST APPLICANT					
S.No.	RELATIONSHIP	NAME	AGE	CONTACT NO.	AADHAR NO.

DETAILS OF DEPENDANTS OF SECOND APPLICANT					
S.No.	RELATIONSHIP	NAME	AGE	CONTACT NO.	AADHAR NO.

DETAILS OF DEPENDANTS OF THIRD APPLICANT					
S.No.	RELATIONSHIP	NAME	AGE	CONTACT NO.	AADHAR NO.

Signature of First Applicant.....

Signature of Co-applicant(s).....

FOR DRAFT PURPOSE

In case of joint Applicant(s), all correspondence/communication shall be sent to the First Applicant and at the correspondence address of the First Applicant which shall be deemed as delivered and served upon all the joint Applicants. No separate communication shall be sent to the joint Applicant(s). The First Applicant shall inform the Company in writing of any change in the mailing / correspondence address mentioned herein failing which all demands, notices etc. by the Company shall be mailed at the address given in this Application and shall be deemed to have been delivered to and received by the first and all joint Applicant(s).

In case there is any change in information provided, the Company must be immediately notified.

ADDITIONAL INFORMATION OF THE BANK ACCOUNT THROUGH WHICH PAYMENT IS MADE:

Details of the Bank (Name, Branch, Address, Swift Code)	Account No.

Bank account details for refund of (in case of non-allotment of the Shop)

Name of Account Holder: _____

Bank Account Number: _____

Bank Name: _____

Branch Location: _____

City: _____

MICR Code: _____

IFSC Code: _____

Signature of First Applicant.....

Signature of Co-applicant(s).....

FOR DRAFT PURPOSE ONLY

APPLICANT(S) WHETHER NRI / POI / OCI		
(i) <i>Whether the Applicant(s) is NRI?</i> <i>Whether the Co - Applicant(s) is NRI?</i> I / We hereby declare that and confirm that I am/ We are a Non Resident Indian and I /We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and Company shall not be liable for the same in any manner whatsoever. We shall keep Company informed about any change in the above status.		Yes / No Yes / No (Tick as applicable) (Signature/s of Applicant(s))
(ii) <i>Whether the Applicant(s) is PIO?</i> <i>Whether the Co - Applicant(s) is PIO?</i> I / We hereby declare that and confirm that I am/ We are a Person of Indian Origin and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and Company shall not be liable for the same in any manner whatsoever. We shall keep Company informed about any change in the above status.		Yes / No Yes / No (Tick as applicable) (Signature/s of Applicant(s))
(iii) <i>Whether the Applicant(s) is OCI?</i> <i>Whether the Co - Applicant(s) is OCI?</i> I / We hereby declare that and confirm that I am/ We are a Overseas Citizen of India (OCI) and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and the Company shall not be liable for the same in any manner whatsoever. We shall keep Company informed about any change in the above status.		Yes / No Yes / No (Tick as applicable) (Signature/s of Applicant(s))

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing material has been concealed or withheld by me/us there from. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Signature of First Applicant.....

Signature of Co-applicant(s).....

FOR DRAFT PURPOSE ONLY

ANNEXURE-B
DISCLOSURE

I. DETAILS OF THE PROJECT LAND AND LAYOUT

1. Description of the Project land:

M/s Gaursons India Private Limited sold land admeasuring 7621.85 sq mtr being plot no. C-7, Crossing Republik, Ghaziabad to M/s Sparsh Builders Private Limited vide duly registered sale deed dated 27.08.2020 duly registered at Bahi no. 17467 at pages 55-104 at serial no. 4096 dated 28.08.2020 with Sub Registrar, Sadar I Ghaziabad for the proposed development of the project. M/s Sparsh Builders Pvt. Limited is the owner of the free hold rights in the plot no. C-7, Crossing Republik, Ghaziabad admeasuring 7621.85 Sq. mtr and competent to grant development rights over the plot no. C-7, Crossing Republik, Ghaziabad.

By a Joint Development Agreement executed on 28-01-2021 and registered in the office of the Sub Registrar, Sadar-I, Ghaziabad (hereinafter called the "Agreement") between Sparsh Builders Pvt. Ltd having its registered office at 51/47, Naya Ganj, Kanpur-208001 and M/s Mahagun Housing & Construction Pvt Ltd. having its registered office at C-227, Vivek Vihar, Delhi-110095, Mahagun Housing & Construction Pvt. Ltd. has been granted Development Rights and carry out the construction of the project on the said plot no. C-7, Crossing Republik, Ghaziabad admeasuring 7621.85 Sq. mtr. ("Said Land"). The said land has been demised for the purpose of developing and constructing commercial activities on the terms and conditions, as specified in the said Joint Development Agreement. The Joint Development Agreement is registered with the Sub Registrar, Sadar-I Ghaziabad, as Document No.792, Book No. 1 Zild No. 17839 on pages 201 to 290 on 28-01-2021..

II. DETAILS OF THE PROJECT.

1. Registration details under the RERA.
 - (a) Registration no. of the Project: _____
 - (b) Validity period: _____
2. Layout plan : (As per Schedule-I)

III. APPROVALS /CLEARANCES

1. Building Permit from the Ghaziabad Development Authority: _____
2. Provisional No-objection certificate ("NOC") from Fire Department: _____
3. Environment clearance from Ministry of Environment, Forest and Climate Change : _____
4. NOC from Airports Authority of India: Letter bearing no. _____

IV. DETAILS OF SHOP

Details of the Shop:

Particulars	Details
Shop:	
Floor	
Carpet Area in sq.ft./sq.m.	
Reference Super Area in sq. ft./sq.m	
Specification of the Shop	As per Schedule-II

Signature of First Applicant.....

Signature of Co-applicant(s).....

FOR DRAFT PURPOSE ONLY

ANNEXURE-C

SALE CONSIDERATION AND PAYMENT DETAILS

I Components of the Total Sale consideration & Payment Plan are as follow:

A. SUMMARY OF TOTAL SALE CONSIDERATION INCLUDING GST

		Basic Cost	PLC	Total
Components of Unit Cost				
GST	Rate Applicable	12%	12%	
	Amount Payable			
Total Sale Consideration including GST (Rs.)				

NOTE: The total Sale Consideration as mentioned above is inclusive of lease rent, 100% power back up, BEC/FFC, Electricity Meter Charges, Administrative charges, IGL charges, FTTH charges.

B. Other Charges (One time Charges at the time of Possession)

Particulars	Amount
Interest Free Maintenance Security Deposit	Rs. ____/- per sq. ft. on carpet area Amount - Rs. ____/-
Sinking Fund	Rs. ____/- per sq. ft. on carpet area Amount - Rs. ____/-
12 Months Advance Monthly Maintenance Charges	Rs. ____/- per sq. ft. on carpet area Amount - Rs. ____/-
Electricity, Water and Sewage Connection Charges	As per Actual

II PAYMENT PLAN

Plan - I (Down Payment Plan)

Particulars	Date	Total Cost	
		%	Amount (Rs.)
At the time of Booking		10%	
Amount due Within ____ days from the date of Booking		80%	
Amount due on offer of Possession		10%	

Signature of First Applicant.....

Signature of Co-applicant(s).....

FOR DRAFT PURPOSE ONLY

Plan - II (Customized Payment Plan)

Particulars	Date	Total Cost	
		%	Amount (Rs.)

Notes:

1. Any other statutory tax, fee, charges as applicable shall be payable over and above the price consideration stated above.
2. Stamp duty, registration charges, legal charges and any other incidental charges shall be extra as per applicable regulations.
3. Any other costs, interest, charges and expenses required to be paid by the Applicant in terms of this Application and Agreement for Sale; and
4. If any other demand is made by any Authority in respect of the Project/Shop for which the Company may be held responsible and/or liable, the share of all such demands in the proportion that the Carpet Area bears to the Total Carpet Area of all the Shops within the Project shall be payable by the Applicant.
5. The Allottee hereby agrees and acknowledges that the basic sale price has been derived after incorporating the benefit arising out of additional input credit due to applicability in Goods and Services Tax Act. The Allottee acknowledges and confirms that the basic price of the Commercial Space/ Shop/ Unit has been reduced to pass on the proportionate benefit of the input tax credit available to the Builder/Promoter under the Goods and Services Tax Act. The Allottee further undertakes not to raise any dispute or claims on this account with the builder/promoter before any other Forum/Authority/Tribunal/Court/Government Agencies. The Allottee has seen, understood and is satisfied with the explanation, calculation & working of the proportionate benefit of the input tax credit being passed on to him by reducing the basic sale price as agreed between the Allottee and the Builder/Promoter.

Signature of First Applicant.....

Signature of Co-applicant(s).....

FOR DRAFT PURPOSE ONLY

ANNEXURE-D
APPLICABLE DOCUMENTS

1. Booking amount cheque/ demand draft.
2. PAN No. and copy of PAN Card.
3. For Company: Copy of Certificate of Incorporation, Memorandum and Articles of Association and certified copy of Board Resolution authorizing the person executing the Application.
4. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners and written authorization in favour of the person/partner executing the Application.
5. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR Account.
6. For NRI: Copy of passport and payment through his/her/their own NRE/NRO Account / FCNR Account.
7. One photograph of each Applicant.
8. Address/ Identity Proof: Photocopy of Passport/ Electoral Identity Card/ Ration Card/ Driving License/ Aadhaar Card etc.
9. Specimen signatures & photograph duly verified by bankers (in original).

All documents submitted with this Application must be self - attested

ANNEXURE-E
INSTRUCTIONS

1. The Applicant or the Applicant's authorized signatory (in case of a company/ firm/ HUF/ trust) duly authorized to execute this Application must manually sign by putting his/ her full signature at the bottom of each page of this Application including all its attached Annexures and Schedule(s) which should also bear the organization stamp in case the Applicant is other than an individual.
2. No alteration, erasure, correction, addition, deletion, cancellation and/or modification etc., should be made to any provision of this Application or to any of its attached Annexures.
3. A recent passport-size color photograph of the Applicant/ authorized signatory must be affixed in the space provided and manually signed across such that a portion of the signature appears on the photograph and the rest on the paper it is affixed on. In case of more than one Applicant, each such Applicant must do likewise.
4. I/ We confirm that I/ we have read and understood the above instructions and each and every clause of the Application and its Annexures, Schedules and I/we now execute the Application being fully conscious of my/our rights and obligations and the limitations of the Company in respect of the Project and hereby undertake to faithfully abide by all the terms and conditions of the Application.

Signature of First Applicant.....

Signature of Co-applicant(s).....

FOR DRAFT PURPOSE ONLY

**ANNEXURE-F
TERMS AND CONDITIONS**

**ARTICLE I
DEFINITIONS**

1. In this Application, capitalized words and expressions shall have the meanings as ascribed to them hereunder unless otherwise repugnant or contrary to the subject, context or meaning thereof, and words and expressions that are not specifically defined hereunder shall carry the meanings as the intent of the provision and context in which they are used, may ordinarily demand or as otherwise may be consistent, congruent and coherent with the manifest intent, purpose and meaning of this Application and not otherwise.
- (i) **"Agreement for Sale"** shall mean and refer to an agreement entered into between the Company and the Applicant and to be executed by the Applicant with the Company.
 - (ii) **"Applicant"** shall mean the person(s) applying for allotment of the Shop whose particulars are set out in this Application and who has appended his/her/their signature in acknowledgement of having agreed to the terms and conditions of this Application;
 - (iii) **"Application"** shall mean and refer to this Application executed by the Applicant including all its annexures as are contained herein and attached hereto for the allotment of the Shop with the related obligations/rights of the Parties;
 - (iv) **"Applicable Laws"** shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any person authorized to act under any Authority from time to time in relation to the Project/Building/ Shop or the transaction between the Parties as contemplated herein, including but not limited to UP-RERA.;
 - (v) **"Applicable Interest Rate"** shall mean interest which shall be the State Bank of India highest Marginal Cost of Funds based Lending Rate plus two percent applicable at the time of execution of Agreement for Sale;
 - (vi) **"Approvals"** shall mean and include any registration, permission, permit, license, clearance, sanction, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or as may be necessary and required to be obtained from the concerned Authorities in relation to the Project/Building/ Shop/Application, as more particularly described at **Annexure-B**;
 - (vii) **"Authority(ies)"** shall mean and include any government body, statutory body, judicial or quasi-judicial authority, tribunal, Airport Authority of India, fire department, mining department, courts, tax authorities, Development Authorities like Ghaziabad Development Authority (GDA) as applicable and/ or any other statutory authority having jurisdiction over the Project / Project Land, The Reserve Bank of India, any authority under the Foreign Exchange Management Act, 1999, state electricity boards, its tribunal, the Real Estate Regulatory Authority, duly constituted under the RERA and the Rules and Regulations made thereunder or any other government/ local bodies;
 - (viii) **"Basic Sales Price"** or **"BSP"** shall have the meaning ascribed to such term under **Article III** and **Annexure-C** of this Application;
 - (ix) **"Building"** means the commercial building namely "Mahagun Mmilleunia" in the said Project, as mentioned in this Application in which the said Shop may be located;
 - (x) **"Carpet Area"** means the net usable floor area of the Shop, 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 Shop;
 - (xi) **"Completion Date"** shall be date on which the Company contemplates to complete the Construction of the Shop;

Signature of First Applicant.....

Signature of Co-applicant(s).....

FOR DRAFT PURPOSE ONLY

- (xii) **"Common Areas"** includes:
- (a) The stair cases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
 - (b) The common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (c) The premises for the lodging of persons employed for the management of the Project including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (d) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (e) The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (f) All community and commercial facilities as provided in the real estate project;
 - (g) All other portion of the Project necessary or convenient for its maintenance, safety etc., and in common use.
- (xiii) **"Company"** means M/s Mahagun Housing & Construction Pvt Ltd , a company registered under the Companies Act, 1956 and having its registered office at – _____ and corporate office at A-19, Sector 63, Noida, U.P. -201301 (CIN No. _____).
- (xiv) **"Completion/Part Completion"** shall mean the full/ part-completion of the development and construction of the respective building/project in which the subject Shop is located, according to the provisions of Applicable Laws;
- (xv) **"Conveyance Charges"** shall mean the stamp duty and the registration charges as per provisions of the Applicable Laws and all incidental and legal costs and expenses for preparation and execution of the Lease Deed for the transfer of ownership of the Shop in favour of the Applicant upon Completion/Part Completion of the Shop and clearance of all dues in terms hereof to the Company;
- (xvi) **"Declaration"** shall have the meaning ascribed to such term in **Article II** of this Application;
- (xvii) **"Disclosure"** shall mean the disclosure set forth in **Annexure-B** of this Application, in accordance with Applicable Laws, including but not limited to the RERA and the Apartment Act;
- (xviii) **"Earnest Money"** shall mean 10% (ten percent) of the Total Sale Consideration to be deposited by the Applicant as security for the due performance of the Applicant in relation to this Application;
- (xix) **"FEMA"** shall mean the Foreign Exchange Management Act, 1999 or any amendment thereof;
- (xx) **"Force Majeure Event"** shall mean war, flood, drought, fire, cyclone, earthquake, lockdown imposed by State/ Central Government due to any reasons, Stay order passed by any Court/ Forum/ Tribunal Commission or any other calamity caused by nature affecting the regular development of the Project or due to any action / order /restraint / injunction of any competent authority due to any reasons other than those attributable to the Company or/and any event or circumstance beyond the control of Company and/or similar or analogous to the foregoing;
- (xxi) **"Holding Charges"** shall have the meaning ascribed to such term under **Article V** of this Application;
- (xxii) **"Independent Areas"** means those areas which have been declared but not included as common areas for joint use of shops and may be sold by the promoter without the interference of other Shop owners
- (xxiii) **"Limited Common Areas"** means those Common Areas and facilities which are designated in writing by the Company before the allotment, sale, or other transfer of any Shop in the Project as reserved for use of a certain Shop or Shops to the exclusion of the other Shops. the allotment, sale or other transfer of any Shop in the Project as reserved for use of a certain Shop or Shops to the exclusion of the other Shops;

Signature of First Applicant.....

Signature of Co-applicant(s).....

FOR DRAFT PURPOSE ONLY

- (xxiv) **"Maintenance Charges"** shall have the meaning ascribed to such term under **Article VI** of this Application;
- (xxv) **"Maintenance Deposit"** or **"IFMSD"** shall mean the interest-free maintenance security deposit payable by the Applicant under this Application/Agreement for Sale towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Applicant in terms of the Maintenance Agreement;
- (xxvi) **"Maintenance Service Agency"** or **"MSA"** shall mean the agency/ body/ firm/ company employed for maintenance and upkeep/ security of the Shop/Building/Project;
- (xxvii) **"Maintenance Agreement"** shall mean an agreement to be executed between the Applicant and the MSA in the standard format prescribed by the MSA/the Company or its appointed agency or nominee, which is applicable and binding for all the Shop owners and occupants of the Project/Building, for the maintenance and upkeep of the Project/Building as a whole;
- (xxviii) **"Payment Plan"** shall mean the payment plan selected by the Applicant for the Shop as more particularly described in **Annexure-C** of this Application;
- (xxix) **"Possession Notice"** shall have the meaning ascribed to such term under **Article V** of this Application;
- (xxx) **"Possession Notice Expiry Date"** shall mean the date on which the 30 (thirty) days period following the issuance of the Possession Notice, as more particularly described in **Article V** of this Application, shall expire;
- (xxxi) **"Project"** shall mean and refer to the project 'Mahagun Mmillemmia' being developed by the Company over the Project Land;
- (xxxii) **"Project Land"** shall mean land as detailed out in **Annexure-B**;
- (xxxiii) **"RBI"** shall mean the Reserve Bank of India;
- (xxxiv) **"RERA"** shall mean Real Estate (Regulation and Development) Act, 2016 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
- (xxxv) **"Real Estate Regulatory Authority"** shall mean the authority duly constituted under Section 20 of the RERA, by the appropriate government
- (xxxvi) **"Shop"** shall mean and refer to the shop to be allotted and purchased by the Applicant in the Project as per details specified in the **Annexure-B** for the permitted use under Applicable Laws in accordance with the terms and conditions of this Application, the Agreement for Sale and the Disclosure at **Annexure-B**;
- (xxxvii) **"Sale Deed"** shall mean a document duly executed and registered before the Sub-Registrar/ Registering Authority authorized by the respective State Govt for granting Registration/ Sale Deed of the Shop by the Company in favour of the Applicant for the purposes of transferring: (a) all the rights, title and interests in the Shop; and (b) the proportionate undivided interest of the Applicant in the Common Areas to the Applicant;
- (xxxviii) **"Statutory Charges"** shall mean and include the charges mentioned in **Annexure-C**;
- (xxxix) **"Taxes"** shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to GST, property tax, fees and other applicable taxes presently and/ or imposed by the Authorities at any time in the future (including with retrospective effect, if any) in respect of the Project/Shop /consideration hereunder including even after the sale, and handing over of possession of the Shop, which shall additionally be payable and which are not included in the BSP and any other charges;
- (xl) **"Total Sales Consideration"** shall have the meaning set forth in **Article III**;
- (xli) **"Transfer"** shall have the meaning ascribed to such term under **Article X** of this Application.

Signature of First Applicant.....

Signature of Co-applicant(s).....

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ARTICLE-II

PROJECT AND THE SHOP

1. The Company is developing the Project over the Project Land. The Approvals obtained for the Project are as provided in **Annexure-B**. The Project would comprise of retail outlet, restaurants, multiplex and such other commercial uses as permissible along with required amenities/ facilities/ civil infrastructure/ development works as described in **Annexure-B**. Further, the details of the Project Land along with its location with clear demarcation of the Project Land dedicated for the Project is provided in **Annexure-B**.
2. The Shop shall be located within the Project as clearly delineated in the map attached as **Annexure-B**. The details pertaining to the Shop are more particularly described in the Disclosure attached as **Annexure-B** to this Application.
3. In terms hereof, as per request of the Applicant, the Company may in its sole and absolute discretion make allotment to the Applicant of the Shop and intimate the same to the Applicant later subject to the fulfillment of all the representations, warranties, undertakings, covenants contained herein by the Applicant and the full and timely payment of the amounts specified in **Annexure-C** and in various articles of this Application, Taxes and any other costs and expenses relating to the Shop/Project including Applicable Interest on delayed payments. In case the Shop is not allotted to the Applicant on account of the Company rejecting this Application, then the amount paid along with this Application will be refunded to the Applicant within 60 (sixty) days of the rejection of the Application by the Company, without any interest/compensation or any other liability for any consequences thereof, for which Applicant has no objection whatsoever. Notwithstanding anything contained herein, the Applicant is aware that there is a possibility that no allotment shall be made to the Applicant by the Company and the amounts paid by the Applicant shall be refunded by the Company as mentioned hereinbefore.

ARTICLE-III

TOTAL SALES CONSIDERATION

1. The Basic Sales Price of the Shop is as mentioned in **Annexure-C** ("BSP") and the Applicant undertakes to pay the same alongwith Taxes as applicable as per the payment plan opted/selected by the Applicant in **Annexure-C**.
2. In addition to the BSP, the Applicant undertakes to pay, upon the Company having provided a prior written intimation of 30 (thirty) days, without demur, protest or delay, the other charges as per **Annexure-C**.
3. It is clarified that any other statutory deposits, demands and/or charges made/payable by the Company to the Authorities in relation to agreements, development, Shop, electricity, disposal of garbage, water, sewer, road, and other facilities in the Project and/or Shop shall be paid by the Applicant separately as per the demand raised by the Company.
4. It is hereby agreed that at any time after the execution of the Agreement for Sale(which includes the times even after the execution of the Sale Deed of the Shop), any tax/levies including but not limited to any development charges, infrastructure charges, corner charge etc. are levied on the Company and/or its successors with respect to the Project and/or any taxes/levies becomes retrospectively applicable in relation of the Project and, or the Shop and the Company is required pay such taxes to the Authorities, then such taxes/ levies, development charges, infrastructure charges, etc. shall constitute a part of the Statutory Charges, and the Company shall have the right to demand such charges/taxes/levies/demands from the Applicant for making payment thereof to the Authorities, by providing a 15 (Fifteen) days prior written notice, and the Applicant agrees to make payment of the same. The Applicant hereby agrees that the demand when made for the payment of the said amounts shall constitute an unpaid part of the Total Sale Consideration of the Shop and Applicant further agrees that even after the execution of the Sale Deed for such demands, the Company shall have the lien on the Shop to extent of the amount not paid by the Applicant. It is further agreed that the Applicant shall be required to pay the above-mentioned amounts in the following manner:

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- (a) A sum equivalent to the proportionate share of the total tax/ levy/ charge applicable to the Project, as the Carpet Area of the Shop bears to the total Common Areas, Independent Areas, exclusive balcony or verandah area and exclusive open terrace area, where such tax/ levy/ charge is levied on the Project as a whole; or
- (b) A sum equivalent to the incidence of such tax/ levy/ charge applicable to the Shop, in case such levy/ tax/ charge is levied directly on the basis of the Carpet Area of the Shop, and/or on the basis of the total cost of the Shop.
5. The timely payment of the amounts specified in **Annexure-C** and in various Articles of this Application, is an integral prerequisite under this Application and the Agreement for Sale.. In the event the Applicant defaults in the timely payment of any amounts payable in respect of the Shop in terms hereof, the default payment shall attract interest at Applicable Interest Rate as defined hereinabove from the date when such amounts become due for payment until the date of receipt by the Company. Notwithstanding the Applicable Interest Rate, in the event any payment is delayed beyond a period of 60 (Sixty) days from its due date, the same shall be deemed to be a breach of this Application and the Agreement for Sale and an Event of Default as described hereinafter.
6. The Total Sale Consideration is escalation-free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges and/or any other cost/charges/compensation which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments.
7. In case the Applicant wishes to finance the purchase of his Shop in the project through loan from a bank/ financial institution, the responsibility of getting the loan sanctioned and disbursed, as per the payment schedule will rest exclusively on the Applicant. The Company shall only facilitate the process. The Applicant shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed/opted payment schedule. The Applicant shall be solely responsible to ensure the disbursement of payment to the Company. The Applicant shall be solely bound to comply the terms of the financing agency and the Applicant shall indemnify the Company from all consequences accruing on account of having financed the shop. In case the Applicant opts for a loan arrangement with any bank/financial institution for the purpose of purchase of said Shop, the conveyance of the said Shop in favour of the Applicant shall be executed only upon the Company receiving 'No Objection Certificate' from such bank/financial institution.
8. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Shop, allotted to Applicant, the Company may demand amount for such increase in area from the Applicant as per the next milestone of the Payment Plan as provided in **Annexure-C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Annexure-C.
9. All payments shall be made by demand draft/banker's cheque/cheque payable at Delhi/ NCR or through RTGS/ NEFT based on details provided by the Company from time to time. No cash payments or any post-dated payment instruments shall be acceptable.
10. The Company shall not be responsible to the Applicant or towards any third party that might have made payments/remittances to the Company on behalf of the Applicant in respect of the Shop and the Applicant shall remain solely and absolutely responsible for ensuring and making all the payments due. Such third party shall not have any right whatsoever in the Shop even if any payment has been made by such third party. The Applicant shall remain solely, absolutely and directly responsible for any third party payment that the Company may receive against the Shop. The Company is not privy to any understanding between the Applicant and the third party making payment on behalf of the Applicant and the Applicant shall be responsible for all compliances with Applicable Laws in this regard. Notwithstanding the source of any payment, the Company shall issue the payment receipts only in favour of the Applicant and notwithstanding any such arrangement, under all circumstances, the Applicant is and shall remain solely and absolutely responsible for ensuring and making all the payments due even in the case of any bank/ financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said Shop. Any delay, shortfall in or denial of any payment to the Company shall be to the risk and consequence of the Applicant in terms hereof. In addition, the Company shall not be liable, responsible or accountable to any bank/financial institution for the refund of any monies advanced on behalf of the Applicant and the responsibility of the Company under any such tripartite agreement shall, subject to performance of the terms hereof by the Applicant, be limited to facilitating the concerned bank/ financial institution/ company to take the original executed Sale Deed. The Applicant shall be responsible and liable for making all payments to the persons from whom he has borrowed the money and shall indemnify and keep the Company indemnified against all claims made against the Company or the Shop by such persons.
11. The Applicant hereby agrees that the sale of the Shop is subject to the occurrence of any *Force Majeure* condition; or due to happening of events, which the Company could not have reasonably prevented or controlled.

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ARTICLE-IV
CHANGE IN AREA OF SHOP & DETAILS OF PROJECT

1. The Company shall develop and complete the said Project in accordance with the sanctioned plans/layout plans as approved by the competent authorities.
2. If there is any addition/ alteration in the sanctioned plans/ layout plans/ specifications and the nature of fixtures, fittings, and amenities described therein in relation to the Shop, or if there is any structural change including an addition to the area or change in height, or the removal of part of a building (in which the Shop is located), or any change to the structure, such as the construction/ removal/ cutting into of any wall or a part of a wall/ partition/ column/ beam/ joist/ floor (including a mezzanine floor) or any other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures, or equipment, etc. the Company shall take the previous consent of the Applicant and shall ensure that such changes are carried out in accordance with Applicable Laws including but not limited to the relevant building bye-laws.
3. The Company may make such minor additions/ alterations/ changes as may be required by the Applicant or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer, after proper declaration and intimation to the Applicant. It is agreed that, for the purpose of this Article, the term 'minor additions/ alterations' shall exclude: (i) structural change including an addition to the area or change in height; (ii) the removal of part of a building in which the Shop is located; (iii) any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support; (iv) change to or closing of any required means of access ingress or egress; and (v) change to the fixtures or equipment, etc.
4. If due to changes as mentioned in para 2 to 4 above results in any alteration in the Applicant's percentage of undivided interest in the Common Areas, the Company shall take the written consent of all the Shop owners in the Project, including the Applicant, and shall have obtained approval for the same from the Gaziabad Development Authority (GDA).
5. The Applicant acknowledges and agrees that upon the Company having complied with the procedures set forth at Article IV (2), (3), (4) and (5) above, the Applicant shall comply with the revised terms and conditions of the allotment, including payment of any increase in the Total Sale Consideration of the Shop as a result of such changes.
6. It is agreed that after undertaking any change, as described in this Article IV, the Company shall, to the extent necessary, update the information pertaining to the Project as displayed on the Real Estate Regulatory Authority's website.

ARTICLE-V
CONSTRUCTION OF THE SHOP/PROJECT

1. The Company shall develop and construct the Shop/Project based on the approvals, as stated in **Annexure-B** of this Application.
2. Subject to Article IV of this Application, the Company shall ensure that as far as possible, construction of the Shop including all materials, equipment, fittings and fixtures shall substantially be in accordance with the specifications of the Shop as tentatively provided in this Application. Provided however that subject to Applicable Laws, including but not limited to the RERA, the Company shall be entitled to alter such specifications by using available substitute/like/similar materials and/or equipment, fittings or fixtures of the comparable standards. The said specifications are also subject to change due to any direction from any Authority and/or the authorized architect(s)/ authorized engineer(s) in the best interest of the Project. It is clarified that before implementing any such change, the Company shall, comply with the procedure specified in **Article IV** for the implementation of such changes, if applicable.
3. Subject to the terms and conditions of this Application, timely payment by the Applicant(s) of the Total Sales Consideration, and other charges due and payable according to the Payment Plan and except for any delay on account of any Force Majeure Event, the Company estimates completing the construction of the Shop and issuance of the Possession Notice of the Shop in accordance with the stage – wise completion schedule for the Project, as set forth in **Annexure-B** of this Application i.e. on or before the project end date as mentioned in RERA registration certificate or such extended date as extended by RERA from time to time ("Completion Date"). If the Company fails to complete the Shop by the end of the Completion Date, or the Extended Completion Date, if any, granted by the Real Estate Regulatory Authority, it shall be liable to pay to the Applicant

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compensation calculated at the Applicable Interest Rate over the amount received by the Company till the date on which the Shop is offered for Possession to the Applicant.

4. The Company agrees that if it is of the opinion that it will not be able to adhere to the timelines mentioned in the stage-wise completion schedule of the Project, and the registration certificate for the Project under the RERA, it shall submit an application seeking extension of registration of the Project to the Real Estate Regulatory Authority, in accordance with the applicable Regulations.
5. Subject to this Application and the Applicant performing all obligations mentioned herein, express or implied and the Agreement for Sale, once the Shop is developed and ready for handover, the Company shall issue a written notice within a period of 60 days from the date of issuance of Occupancy Certificate by Ghaziabad ("**Possession Notice**") to the Applicant requiring the Applicant to complete the following requirements within 30 (thirty) days of the date of such Possession Notice ("**Possession Notice Expiry Date**") and complete such other documentary requirements as may be necessary and the Company shall, after execution of all such documentation and receipt of all outstanding payments from the Applicant including all dues payable under this Application and the Agreement for Sale, permit the Applicant to assume possession of the Shop simultaneous with:
 - (i) Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;
 - (ii) Payment of the entire Conveyance Charges as demanded by the Company;
 - (iii) Execution of necessary indemnities, undertakings, Project Maintenance Agreement and the like as may be required or determined by the Company in respect of the Shop and in the formats prescribed by the Company and to get the same stamped and registered, if required under Applicable Laws with the jurisdictional Sub Registrar of Assurances on payment of applicable stamp duty and other applicable charges directly by the Applicant.
6. Without prejudice to any other right that may be available to the Company under Applicable Laws or otherwise, in the event the Applicant delays or otherwise fails, subject to any rectification of any defect by the Company, to take over the physical possession of the Shop before the Possession Notice Expiry Date, the same shall be an Event of Default under this Application and Agreement for Sale, and without prejudice to the right of the Company to terminate this Application/ Agreement to Sell or any other right/remedy available to it under Applicable Laws, the Applicant shall be liable to pay to the Company the holding charges @ Rs. ___/- per sq. ft. of Carpet Area of the Shop from Possession Notice Expiry Date till the date of taking over the possession of the Shop by the Applicant ("**Holding Charges**") as the cost of necessary upkeep and maintenance of the Shop in addition to the applicable Maintenance Charges and interest on delayed payments until the actual taking over of the possession by the Applicant. If the Applicant(s) fail(s) to come forward to take possession of the Shop for a period of six (6) months from the Possession Notice Expiry Date, then the Company shall be entitled to cancel the allotment of the Shop and refund all monies paid by the Applicant(s) after deducting the Earnest Money along with the interest on delayed payments, brokerage, other charges, Holding Charges and taxes if any incurred by the Company.

ARTICLE-VI

MAINTENANCE, ELECTRICITY/POWER FOR THE PROJECT

1. The Applicant agrees and understands that the Company either by itself or through a maintenance service agency ("**MSA**") appointed by the Company, shall carry out the maintenance and upkeep of the Common Areas in the Building/Project for a period as may be specified by the Authority or as required under Applicable Laws until the responsibility for such maintenance is required to be handed over to any Maintenance Agency or to any Authority, as the case may be. The Applicant shall be responsible for making the payment of the proportionate Maintenance Charges. It is hereby clarified that the responsibility of up keeping the Shop shall be the responsibility of the Applicant.
2. The Applicant shall execute a Maintenance Agreement with the Company/MSA simultaneous to the issuance of the Possession Notice by the Company in respect of the Shop and any refusal or denial to execute the same shall tantamount to a deliberate breach of this Application and the Agreement for Sale and shall be deemed to be an Event of Default under this Application/ Agreement for Sale. The Applicant undertakes to abide by the terms of the Maintenance Agreement and to make timely payments of all Maintenance Charges from time to time, whether or not the Applicant is in physical occupation of the Shop.
3. The monthly maintenance charges (including insurance) shall be charged on carpet area and shall be payable by the Applicant to the Company/MSA @ Rs. ___/- per sq. ft. of carpet area ("**Maintenance Charges**") and these charges shall commence after the expiry of ___ (thirty) days from the date of issuance of the Possession Notice by the Company irrespective of whether the Applicant takes physical possession of the Shop or not. The

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Applicant accepts that the provision of such maintenance services shall at all times be subject to the timely payment of the Maintenance Charges, including but not limited to the requisite Interest-Free Maintenance Security Deposit ("IFMSD") (including any further contributions to the IFMSD, when necessary). The Applicant shall deposit and shall always keep deposited with the Company /MSA, the IFMSD as specified in **Annexure-C**.

The maintenance charges have been fixed in the context of the prices prevailing as on _____. The enhancement/variation in the maintenance charges shall be subject to the increase in the cost of materials/services used for providing the maintenance services in the complex and the said enhancement/variation would be directly in proportion to the increase in such input cost from time to time.

Maintenance Charges and applicable Price Escalation

- 1) Existing Maintenance charges: Current Maintenance charges as on _____ are Rs. ____ per sq. ft. of carpet area for retail area and Rs. ____ per sq. ft. of carpet area for the office area.
 - 2) Price variation (Increase / decrease) in maintenance charges due to variation in Labour and Petrol/Oil/Lubricants (POL)
- A) Adjustment for variation in wages of Labour:

If during the currency of maintenance period, the minimum wages of labour are increased by the competent authority under the Minimum Wages Act, the maintenance charges shall be revised (increase/decrease) accordingly on quarterly basis.

Variation for labour wages shall be worked out as under.

$$VL = M \times (Y / 100) \times ((Li - Lio) / Lio)$$

Where VL is Variation due to labour wages (i.e. increase or decrease in the amount in Rupees to be paid or recovered)

M: - 100% value of Maintenance charges

Y: - Labour component i.e. 75 % (Seventy five percent) of Maintenance Charge

Li: - Revised minimum wages of un-skilled adult male labour, fixed under any law, statutory rule or order, or applicable in the state where the project is located as applicable on the last date of the quarter previous to the one under consideration.

Lio:- Minimum wages of un-skilled adult male labour, fixed under any law, statutory rule or order, or applicable in the state where the project is located as applicable on 30.09.2018

- B) Adjustment for variation in POL:

$$VF = M \times (Z / 100) \times ((Fi - Fio) / Fio)$$

Where VF is Variation due to cost of Fuel, Oil & Lubricant (i.e. increase or decrease in the amount in Rupees to be paid or recovered)

M: 25 % value of Maintenance charges

Z: Component of Fuel, Oil & Lubricant in percent of the Maintenance Charges (i.e. 25 %)

Fi: All India whole sale price index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India Ministry of Industry and Commerce, New Delhi as applicable on the last date of the quarter previous to the one under consideration.

Fio: All India whole sale price index for Fuel, Oil & Lubricant valid as on 30.09.2018

- 4 Subject to such Approvals from the Authorities as may be necessary in this regard, the Company/MSA may provide an appropriate power backup at the Project for which the Company and/or its agents and/or the MSA, as the case may be, shall have the sole right to decide the capacity and type of the power back up equipment/plant/machinery as may be considered necessary for

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the purpose. The fixed KVA load per Shop ("**Connected Load**") for the power back-up infrastructure as per the sizes of the Shop shall be as per applicable norms of the relevant power distribution company, and in accordance with Applicable Laws.

5. The Applicant shall be required to pay charges as specified per KVA of Connected Load as and when demanded by the Company and shall also pay for the monthly electrical usage charges for the power consumed and power back-up as specified by the Company/MSA from time to time plus applicable Taxes thereon based upon expenditure incurred for fuel, spares and consumables, depreciation and other wear and tear of plant, equipment and machinery, repairs and replacements etc. with appropriate application of the administrative costs of the MSA, and any failure to pay the same shall entitle the Company/MSA to suspend the provision of maintenance services including the power back-up supply. Such power back-up usage charges as per meter installed for the Shop would be charged separately by the Company/ MSA.
6. The Applicant agrees and understands that the Company shall, subject to such Approvals as may be necessary and requirement of relevant discom, enter into an arrangement for bulk power supply to the Project to which the Applicant shall not have any objection and hereby gives its consent to any such arrangement for power including it being an exclusive source of power supply to the Project and the Applicant has agreed that such power supply may be provided by the Company/ MSA. The Applicant agrees that this arrangement could be provided within the Project by the Company directly or through any group company of the Company or through any arrangements that the Company may have with the MSA. The Applicant agrees that such bulk power will be supplied to the Shop and the Applicant agrees not to avail any other source of electricity / power for the Shop. The Applicant hereby confirms and agrees to pay all such electricity usage charges, plus all the applicable Taxes, thereon based upon actual consumption of electricity supplied from such source, to the Company/ MSA as per the meter installed for the Shop and also pay electricity connection & meter charges as specified in **Annexure-C**. Electricity usage charges would be separately charged by the Company/ MSA at such rate determined by the Company / MSA in accordance with the requirements of the relevant discom.
7. The Company/ MSA reserves the right to increase the IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s) agrees to pay such increases within fifteen (15) days of the receipt of a prior written notice from the Company/ its nominee (including MSA).
8. The Applicant shall create an interest free replacement/sinking fund separately by contributing a sum as mentioned in Annexure-C for the Shop. As and when any plant & machinery within the building or the complex including but not limited to generating sets, lifts, fire fighting arrangements, transformers and allied fixtures, electric, sub-station, pumps, or any other plant/ equipment of capital nature etc. require replacement, major repairs or/and upgradation, the cost thereof shall be met out of the sinking fund. In case the funds available in the said sinking fund may not be sufficient to meet the requirement of the occasion, the Company or MSA shall have the sole authority, to decide the necessity of such replacement, up gradation, addition etc. including its timing or cost thereof and the allottee agrees to abide by the same.
9. The Company agrees and confirms that it shall be responsible for any structural defects in the Shop, for a period of five _____ years from the date of handing over of possession and shall endeavor to rectify such defects within reasonable time.

ARTICLE-VII

REPRESENTATIONS/COVENANTS/OBLIGATIONS

1. In addition to the representations, warranties, undertakings and covenants provided by the Applicant elsewhere in this Application, the Applicant further represents, warrants, covenants and undertakes to the Company as under:
 - (i) That the Applicant shall comply with all legal requirements for purchase of the Shop after execution of this Application and shall sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose by the Company/ MSA and/ or as may be required by the Authority and under Applicable Laws.
 - (ii) That the Company shall have a first lien and charge on the Shop in respect of compliance of all the covenants, undertakings and obligations of the Applicant and payment of all sums payable by the Applicant to the Company pursuant to this Application, and the Agreement for Sale until the sale deed, as applicable, is

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executed and registered in favour of the Applicant in terms hereof, this Application shall not confer any right of title/ownership upon the Applicant in respect of the Shop.

- (iii) The Company shall be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit any of the unsold areas, other developments in the Project, Independent Areas etc. and to receive any consideration in respect of the same, in accordance with Applicable Laws.
 - (iv) That the Company has named the Building as 'Mahagun Mmilleunia and which name can be changed at any time and only at the sole discretion and decision of the Company. Further, at all times the word 'Mahagun Mmilleunia' should be used as a part of the name of the Building. The Company shall have a right to display his name at a conspicuous place as the developer of the Project at all times. The trade mark on the word/ style 'Mahagun Mmilleunia' shall always remain with the Company.
 - (v) That in case the Applicant is a non-resident/person of Indian origin/overseas citizen of India governed by provisions of the FEMA and, or, the foreign exchange regulations of the RBI in that regard, then it shall be the responsibility and obligation of such Applicant to obtain all necessary permissions/approvals/sanctions etc., as may be required from the Authorities and comply at all times with all provisions including but not limited to remittances from foreign country(ies) made to the Company. Also all remittances, acquisition/transfer of Shop, any refund, transfer of security etc. shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of RBI or any other applicable law. The Applicant shall be required to provide and deliver to the Company all such permissions/approvals/sanctions/documents etc., as may be necessary or otherwise as may be asked for by the Company. The non-resident/person of Indian origin/overseas citizen of India shall intimate the Company about the change in the status of their status. The Company shall not be liable or responsible for any default or negligence on the part of the Applicant in this regard and the Applicant agrees to keep the Company saved and fully indemnified at all times for any damage, loss, cost, harm or injury caused to it for any reason whatsoever in this regard.
 - (vi) Subject to Article III(4) above, from the date of the Possession Notice and till the time each Shop in the Project is not separately assessed, the Applicant agrees to pay on demand all applicable taxes/ levy/ charge in respect of the Project Land/ the Project/ Shop, as the case may be, in proportion to the Carpet Area of the Shop.
 - (vii) That the Applicant agrees and confirms that the Company shall at all times be entitled to develop, as part of the Project, any additional contiguous land parcels as per necessary Approvals that may be obtained from the Authority and seek changes in the Approvals as per Applicable Laws for such development, in accordance with the procedures laid down in Article IV of this Application.
 - (viii) In the event of death of the Applicant/Co-Applciant, the person on whom the rights of the deceased devolve by law of succession shall, within 30 days of devolution give notice of such devolution to the Company. The person on whom the rights of the deceased shall devolve will be liable to provide to the Company the requisite documents as required under the applicable law and also liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency or any other Government Agency.
- 2 The Company represents, warrants, covenants and undertakes to the Applicant as under:
- (i) The Company is duly constituted, and is validly exists under the applicable laws of India.
 - (ii) All the information provided to the Applicant, in relation to the Shop and the Project, including the information provided in the Disclosure, is true and correct, and to the best knowledge of the Company.
 - (iii) The Company has duly registered the Project with the Real Estate Regulatory Authority and has obtained a registration number for the Project, as described in the Disclosure at **Annexure B** of this Application.

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ARTICLE-VIII

INDEPENDENT AREAS

1. The Applicant hereby agrees and acknowledges that other than the land over which the Project and Common Areas shall be constructed, the Applicant shall not have any right, title and interest in any other component of development i.e. the Independent Areas such as hotel etc. and such spaces are outside the purview of the Project, and shall be considered as 'independent areas' for the purposes of the Apartment Act. The Applicant agrees that such Independent Areas may form part of the common layout being sanctioned for the commercial component of the Project, however, notwithstanding anything, the Applicant shall not have any rights/title and interest in such Independent Areas. The Company shall be entitled to develop the Independent Areas and sell/transfer/assign/encumber/lease the same in such manner as may be deemed fit by the Company. No representation is being made by the Company to the Applicant with respect to the development of Independent Areas. The Applicant is fully satisfied and hereby acknowledges the contents of this clause.

ARTICLE IX

EVENTS OF DEFAULT BY THE APPLICANT

1. The following events/circumstances ("**Event of Default**"), shall be considered as a breach by the Applicant of the covenants, undertakings, obligations, representations, warranties and responsibilities under this Application:
 - (i) Failure to pay the amounts specified in **Annexure-C** and in various Articles of this Application, as may be due and payable to the Company and, or, MSA, and, or the Association in respect of the Shop; or
 - (ii) Failure to execute the Maintenance Agreement in terms hereof; or
 - (iii) Failure to replenish any shortfall in the IFMSD, or failure to pay the increased Maintenance Charges and/or any increase in the amount of the IFMSD on or before the Possession Notice Expiry Date; or
 - (iv) Failure to take the possession of the Shop or to execute the Sale Deed due to any reason, or comply with other terms and conditions as stipulated herein; or
 - (v) Breach of any other representations, warranties, undertakings and covenants as set forth in this Application or any failure to perform, comply and observe any of them.
2. Upon the occurrence of any Event of Default, the Company may, at its sole discretion, and without prejudice to any other right / remedy available under Applicable Laws, call upon the Applicant by way of a written notice to rectify/ cure the Event of Default within a time period of 30 (thirty) days. On the failure of the Applicant to do so and without prejudice to any other right or remedy available to the Company under Applicable Laws or as otherwise envisaged in terms hereof, the Company shall have the right to cancel the allotment of the said Shop under notice to the Applicant. After cancellation, the Shop shall vest with the Company absolutely and the Company shall refund the monies received by the Company from the Applicant(s) till the date of such cancellation, subject to forfeiting the Earnest Money to the Applicant on or before 45 days of cancellation. It is hereby clarified that the Applicant shall not be entitled to any refund of the amounts paid by him or due from him towards Taxes, Maintenance Charges, interest on delayed payment(s), etc. The Company shall thereafter be free to resell and/or deal with the Shop in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money as may be applicable etc. would be refunded to the Applicant(s) by the Company only after realizing such amounts on resale but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the Shop for all its dues payable by the Applicant to the Company.
3. Notwithstanding anything contained in this Application, the Company agrees and acknowledges that nothing contained in this Article shall restrict the rights of the Applicant to approach the Real Estate Regulatory Authority in relation to cancellation of allotment upon the occurrence of an Event of Default.

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ARTICLE-X

INDEMNITY

The Applicant hereby expressly undertakes to indemnify and keep the Company and its respective officers / employees fully indemnified and harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, decrees, orders etc. suffered or incurred by them arising out of, or due to, or in relation to, or caused by or attributable to or in consequence of any breach of any of the terms and conditions of this Application as also due to any of the Applicant's representations or warranties being found to be false or incorrect, or otherwise misleading or misconceived at any point of time or otherwise due to any other act of omission or commission on the part of the Applicant. It is agreed that the Applicant shall be directly, absolutely and exclusively responsible for all costs, expenses, fines, penalties, decrees, awards and the like due to the failure to comply with the obligations stipulated herein or under Applicable Laws.

ARTICLE-XI

TRANSFER OF ALLOTMENT BY THE APPLICANT

The Applicant(s) can not transfer the allotment in favour of any third party for 24 months from the date of execution of Agreement for Sale of said Shop or subject to the receipt of ____% payment by the company (whichever is later). The Company at its sole discretion may allow first transfer of the allotment free of cost after 24 months. However in case of any subsequent transfer the same shall be permissible subject to written approval by Company who may at its sole discretion permit the same on payment of transfer charges of Rs. ____/- per sq. ft. of Carpet Area of the Shop subject to Applicable Laws and notifications/ directions of any Authority. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. Any such transfer or nomination shall be subject to rectification of any breach of this Application by the Applicant, payment of all dues payable to the Company in terms hereof until the date of transfer along with payment of Statutory Charges for the transfer, as applicable, and execution of necessary documentation by the Applicant in the standard format(s) of the Company. The sales consideration and the terms and conditions for the above said transfer between the transferor (to whom the Company had allotted) and the transferee shall be settled between them. The Company shall act as a facilitator not being financially benefited and as such not liable for any consequences of such transfer. The Company shall always have a first right to buy back the said Shop at the declared sales value.

ARTICLE XII

COMPANY'S RIGHT TO MORTGAGE AND ASSIGN

The Applicant hereby authorize(s) and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of his/ their Shop including mortgage of Project Land, subject to the Shop being free of any encumbrances at the time of execution of Sale Deed. The Company /financial institution/bank shall always have the first lien/charge on the Shop for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of construction.

ARTICLE XIII

PERMITTED USE OF THE SHOP

1. The Applicant agrees, confirms, and warrants to the Company as under:

- (i) Upon assuming possession of the Shop, the Applicant may, carry out interior works in the Shop as per the requirement and use; provided no structural alterations or modifications are done to the Shop and no walls or other permanent constructions are broken or new walls or permanent constructions made that changes the internal layout plan of the Shop. Before commencement of interior works, the Applicant shall take prior written consent of the Company /MSA/ and adhere to the directions/ requirements specified by them and subsequently no alternation work should be carried out by the Applicant without obtaining prior written permission from the Company /MSA/. The Applicant shall ensure that no work carried out by him will in any manner affect the Shops of other owners or Common Areas. In the event any damage is caused to other Shops or Common Areas, the Applicant shall solely be responsible for making good such damage at his own risk as to cost and consequences and shall keep the Company indemnified at all times. Any internal works carried out in the Shop shall not cause damage to the Shop, electrical systems, plumbing and fire-fighting system. The operating electrical load of all appliances installed inside the Shop e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided for the Shop and shall not pose any risk or hazard of fire. Any damage

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caused to other Shops and the Common Areas due to such internal works shall be made good at the cost of the Applicant.

- (ii) The Applicant agrees and undertakes that it shall not, display any name, address, signboard, name-plate, neon-light, publicity material, advertisement material, billboards, hoarding, on the external façade of the Shop or anywhere outside the Shop except the place as earmarked for the said Shop.
- (iii) The Applicant shall maintain the Shop in good order and shall ensure timely and proper maintenance of all its walls, partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good condition and maintain the same at costs to be borne entirely by the Applicant.
- (iv) The Applicant agrees and undertakes to use the Shop for commercial purpose and for permitted use under Applicable Laws. The Applicant shall not use the said Shop for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other shops in the building or for any illegal or immoral purpose/activities thereon. The Applicant shall abide by all Applicable Laws and guidelines as may be prescribed by the Authority/ Company/ MSA from time to time.
- (v) The Applicant shall not use the said Shop for any business which is not appropriate to ambience of the Building, i.e. Pan Shop, Cigarette Shop, Meat, Chicken or Fish Shop, automobile repair shop, massage parlour, wine/beer shop or any other business which is declared objectionable at the sole discretion of the Company of MSA. The Applicant shall also not use the said Shop for sale/serving of alcoholic drinks until and unless he is in possession of all necessary licenses and approvals in the regard from the competent authorities. In such case the Applicant shall display such license/approvals at the entrance point of the said Shop and would be properly visible.
- (vi) That the Applicant confirm and agrees that the Shop to be allotted to the applicant shall be used solely and exclusively for the intended purpose, as indicated hereinbelow. In case the Applicant puts the shop to any other usage other than specified below, he will obtain a written prior permission from the Company for the intended change in usage. The Company may at his absolute discretion, permit or refuse the proposed changes in usage after considering all relevant factors including the effect of such change in usage in the overall ambience of the surroundings / shopping complex or any part thereof. This condition will be valid and binding on the applicant / his legal heirs and to his sub-lessees / tenants in case the shop is let out on hire / further sub-lease.

Particulars	Details
Permitted Usage	Retail Space
In case of Trading/Retail Sales – The Nature of Commodity to be Traded	

- (Vi) In particular, the Applicant shall abide by the following:-
 - (a) The Applicant will not install any window shades, awnings, window grills, air conditioning / heating units or any other equipment in the Shop (except at such designated places as may be specified by the Company) without intimating the Company / MSA of the same;
 - (b) Vehicles shall be parked only at designated Car Parking Spaces;
 - (c) The Applicant shall neither encroach upon any of the Common Areas, passages and corridors or obstruct any amenities/services available for common use nor store any article in such areas or block the same in any manner whatsoever;
 - (d) The Applicant shall not do anything that alters or changes the external façade, color scheme and texture of the Shop and shall not put up any structure, (temporary or permanent), to cover any open areas / walk-ways / common and shared with other occupants.

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ARTICLE–XIV NOTICES

1. Any notice, demand or other communication to be served under this Application may be served upon the Applicant or the Company only by registered post with acknowledgement due or Speed Post or courier service or through email at the address provided in the preamble part of this Application for the Applicant and corporate office of the Company as provided in the preamble of this Application, or at such other address as may be notified in writing to the other party. All letters, receipts and or notices etc. issued by the Company and dispatched to the address of the Applicant as mentioned above or any address later notified by the Applicant, shall be a sufficient proof of receipt of the same by all the Applicants and shall fully and effectively discharge the Company of its obligations in this regard.
2. It shall be the responsibility of the Applicant(s) to inform the Company by a Registered A.D. letter or by electronic mail about all subsequent changes, if any, in his/her/their address, email and phone no. failing which all communications and letters posted at the first address will be deemed to have been received by him/her/them.
3. In case of joint allotment, all communication, demand notices etc. shall be sent by the Company to the Applicant, whose name appears first and at the address given by him/her/them/it, which shall for all purposes, be considered as served on all the Applicant(s) and no separate communication shall be sent to the other named Applicant(s). All e-mails sent by the Applicant to the Company on any matter, so as to be binding on the Company are required to be confirmed by a duly signed hard copy, sent by registered post separately.

ARTICLE–XV JURISDICTION

1. The courts at Ghaziabad shall, to the specific exclusion of all other courts, alone have the jurisdiction in all matters arising out of or concerning this Application, regardless of place of execution or subject matter of this Application.
2. The Applicant agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Company, shall be resolved through arbitration which shall be the mode of resolution of disputes, as aforesaid under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be conducted by a sole Arbitrator. For the appointment of the sole arbitrator, the Company shall identify three retired High Court Judges of the Hon'ble High Court of Delhi and intimate in writing to the Applicant, the names of retired High Court Judges, so identified. The Applicant shall within 30 days from the receipt of such written intimation, nominate in writing to the Company, anyone of such retired High Court Judges to be appointed, as the sole Arbitrator. Upon receiving the written intimation from the Applicant as stated hereinbefore, the Company shall appoint the sole arbitrator to adjudicate upon the dispute between the parties. In the event the Applicant fails to nominate in writing as aforesaid, within 30 days from the receipt of written intimation from the Company, then the Company shall have the sole right to nominate and appoint, from within the three names nominated, a sole arbitrator to adjudicate upon the disputes between the parties. The Applicant expressly acknowledges, accepts and agrees that it shall not be entitled to reject the names identified by the Company and rejection if any, by the Applicant of the names, so identified by the Company, shall be deemed to be failure of the Applicant to nominate.
3. That the Applicant(s) is/are aware that The Real Estate (Regulation and Development) Act, 2016 came in to effect from 1st May 2017 and State of Uttar Pradesh has already notified the rules for the states under the provisions of this act on 11th October 2016. There shall be a standard "Agreement for Sale" which has to be executed and registered between Company and Applicant(s) under this Act. Further the Applicant(s) undertake, declare and confirm that he/she/they shall be abide by all the terms and conditions of the allotment and "Agreement to Sale" to be executed and the Applicant(s) shall also bear all the charges/cost/stamp duty of registration and execution of the "Agreement for Sale" or any other agreement to be executed in future. The Applicant(s) shall also undertake that all the taxes, cess, GST, Stamp duty or charges applied by state or central government over purchase and holding of this Shop shall be borne and paid by the Applicant(s). The Applicant understands that as on date the 'Agreement for Sale' has not been notified by State of Uttar Pradesh under the rules framed by State of Uttar Pradesh under the Real Estate (Regulation and Development) Act, 2016. The Applicant agrees and undertakes that as and when the 'Agreement for Sale' will notify by State of Uttar Pradesh, the Applicant shall sign and execute the new Agreement for Sale with the Company as and when called by the Company in compliance of rules and regulations framed by State of Uttar Pradesh under Real Estate (Regulation and Development) Act, 2016.

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DECLARATION:

The Applicant has made this Application after being fully satisfied with the Project. The Company has given access to the Applicant to all the documents, including the Approvals, mentioned in the Disclosure in **Annexure-B** to satisfy the Applicant with respect to the various queries made by the Applicant in relation to the Shop and the Project. The Applicant has/have fully satisfied itself/themselves and has/have understood the obligations and limitations in respect thereof. The Applicant has conducted its own diligence and investigation in respect of the Shop and the Project, and has *inter – alia* reviewed the information pertaining to the Project available on the website of the Real Estate Regulatory Authority, and it is only after the conduct of its own due diligence and investigation in respect of the Shop and the Project, that the Applicant is making this Application. The Applicant hereby acknowledges and confirms that the Company would be fully entitled to forfeit the Earnest Money in accordance with the terms of this Application and upon happening of any Event of Default in complying with this Application.

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CUSTOMER'S REQUEST

To,

M/s Mahagun Housing & Construction Pvt Ltd
A-19, Sector 63, Noida-201301

Sub: Application for Booking of Shop No Floor in Mahagun Millennium

Sir,

I wish to inform that I have applied for booking the above said shop in your project Mahagun Millennium. The said request for the booking has been made through M/S (Name of Agent) having RERA Registration No. its office at The above said booking agent has explained to me the terms and conditions of sale in all respects and I agree to abide by the same. I have further remitted an amount of Rs. by way of an account payee cheque no: dated drawn on Branch in your favour towards the said request for booking.

Thanking you,

(Name of customer)

Agent's Confirmation & Signature

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Made of Booking: Direct/ Agent.....
Location booked..... Date of Booking.....
Discount offered..... Authorised by.....
Booklet filled by..... Date.....
Booklet checked by..... Date.....
Booklet approved by..... Date.....
Final approval by..... Date.....

Signature of First Applicant.....

Signature of Co-applicant(s).....