

**APPLICATION FORM**

Date :  
 Customer Code No :  
 Sales Order No:

To,  
**Land Kart Builders Pvt. Ltd.**  
 Registered Office :  
 Plot No. SC 02/A-1, Sector 150, Noida,  
 Gautam Buddh Nagar, Uttar Pradesh – 201310

Dear Sir,

I/We, the said "Applicant/s" as mentioned in **Annexure A**, say and declare as follows that:

1. The Applicant/s is aware that M/s. Land Kart Builders Private Limited (hereinafter referred to as "Promoter") is seized and possessed of approx. 83,970 sq. mtrs (equivalent to 20.74 acres) bearing new Plot No. SC-02/A1 Sector 150, NOIDA, District Gautambudh Nagar, Uttar Pradesh (hereinafter referred to as "**said Larger Property**").
2. The Promoter has also informed the Applicant/s that the Larger Property is part of the Sports City, leased for 90 years from 19 December 2014 by New Okhla Industrial Area Development Authority ("**NOIDA**") in favour of Lotus Greens Constructions Pvt. Ltd.
3. Lotus Greens Constructions Pvt. Ltd. has thereafter sub-leased the said Larger Property in favour of the said Promoter as detailed in Annexure D. The said Sub-Lease Deed is confirmed by NOIDA for the purpose of construction and development of residential group housing complex in the name of "**Eureka Park**" on the said Larger Property.
4. The Applicant/s are aware of the rules, regulations and bye laws of the Sports City Complex developed by NOIDA. Further, the Applicant/s agrees and understands that the residential group housing complex and its residents shall be bound by such regulations of the NOIDA.
5. The Applicant/s hereby applies for booking of a residential unit for such Consideration as specified in **Annexure B** and for pro rata sub-lease share of undivided proportionate title in the common areas (hereinafter referred to as said "**Unit**") on pieces and parcels of the said Land as described in the First Schedule ("**said Land**"), which is part of the Larger Property and developed as the Phase II Project. The floor plan of the said Unit is annexed hereto and marked as **Annexure B-1**.
6. The Phase II Project shall contain such buildings constructed/ to be constructed on the said Land as mentioned in the Second Schedule ("**Phase II Project**").
7. The Applicant/s have demanded from the Promoter and the Promoter has given inspection to the Applicant/s of all available approvals, including the approved layout plan and/ or building plan, the sanctioned plans, specifications of the common areas applicable to the said Unit which have been displayed by the Promoter at its offices. The list of such approvals, permissions are listed out in **Annexure C**.
8. The Applicant/s have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot the said Unit to the Applicant/s on the basis of such terms and conditions as contained herein. A brief title note of the said Land is annexed as **Annexure D**.
9. At the time of submitting and executing this booking application form by the Applicant/s to the Promoter, the Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule agreed between the parties and other payment related terms and conditions including but not limited

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to interest payable on delayed payments as mentioned in Annexure B. The detailed payment schedule and list of other charges is provided as **Annexure E**.

- 10. The Promoter is constructing and providing certain common area, amenities, facilities and specifications (hereinafter referred to as the said "**Amenities**") for use and enjoyment of the Applicant/s of Phase II Project, which shall be used jointly by all the purchasers of the Larger Property. The list of Amenities applicable for the said Unit, in the said Phase II Project and the stage wise schedule of development is provided in **Annexure F**.
- 11. By signing this Application form, the Applicant/s do hereby accept and agree to abide by the terms & conditions as stipulated in **Annexure G** (General terms & conditions).
- 12. The Applicant/s confirms that they have chosen to invest in the said Unit after exploring all other options of similar properties available with other Promoters/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the said Unit is suitable for their requirement and therefore has voluntarily approached the Promoter for allotment of the said Unit in the Phase II Project on sub lease basis.
- 13. The Applicant hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/their knowledge and nothing relevant has been concealed or suppressed. The Applicant/s also undertakes to inform the Promoter of any future changes related to the information and details in this Application Form.
- 14. The Applicant has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

**FIRST SCHEDULE - THE SAID LAND OF THE PHASE II PROJECT**

All that pieces and parcels of land admeasuring [\*\*] acres/ [\*\*\*] sq. mtrs, (including area of [\*\*\*] sq. mtrs. referred as "Building Area") or thereabouts situated at the plot no. Plot No. SC 02/A-1, Sector 150, Noida, Gautam Buddh Nagar, Uttar Pradesh – 201310 and bounded as follows:

On or towards North: [\*\*\*]  
 On or towards South: [\*\*\*]  
 On or towards East: [\*\*\*]  
 On or towards West: [\*\*\*]

**SECOND SCHEDULE – STRUCTURE/S IN PHASE II PROJECT**

Tower type	Floor	Stilt	Basement

\*\*\*\*\*

Signature of the First/Sole Applicant	Signature of the Joint /Second Applicant

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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Place:

Check - list for Sales Officer:

1. Application Money: Demand Draft/Pay Order/ Cheque.
2. Name of the Applicant(s) and the Application number behind the Demand Draft/Pay Order/Cheque and all supporting documents, authorization/ POA to be duly attested at the place/location, where the Applicant(s) is residing.
3. PAN No. & copy of PAN Card / Undertaking.
4. Aadhar Card No & copy of Aadhar Card.
5. Certified copy of certificate of incorporation and Form DIR-12 (latest).
6. Email ID and Contact numbers viz work/home/Mobile No./any other no. of the Applicant(s)/ Second Applicant.
7. Proof of Residence – Any 2 documents 1 with photo identity (Aadhar Card/Ration Card/ Electricity Bill/ BSNL Phone Bill/ Driving License/ Voter's Identity Card/Passport)
8. If the Applicant(s)/ Joint Applicant is a Non-Resident Indian (NRI)/ Person of Indian Origin (PIO)/ Overseas Citizen of India (OCI), true copy of their valid passport & documents evidencing NRI/PIO/OCI status along with Account details of NRE/NRI / NRO.
9. Other entities, i.e. a body corporate incorporated in India or partnership firm or Hindu Undivided Family (HUF) or any other association of persons (AOP) recognized as a legal entity under any law in India (Certified copy of certificate of incorporation or certified copy of registration certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card). Also certified copy of Memorandum of Association (MOA), Board Resolution authorising purchase of Unit, Power of Attorney of the authorized signatory is to be submitted along with the Application Form).
10. For partnership firm, a certified copy of partnership deed along with authority in favour of partner to sign application/documents, signed by all partners along with copy of PAN Card.
11. For Trust, a certified copy of the Trust Deed, resolution/necessary permissions required under applicable laws along with copy of PAN Card.
12. Signatures of all the Applicant(s) on all pages of the Application Form and across the Photo attached to the Application.

Date

Name &amp; Signature of the Sales Officer

(Confirming receipt of all the documents)

**ACKNOWLEDGEMENT SLIP**

Received Application No. \_\_\_\_\_

Name of the Sole / First Applicant: Mr/Mrs/Ms/Master \_\_\_\_\_

Demand Draft/ Pay Order No. \_\_\_\_\_ Dated \_\_\_/\_\_\_/\_\_\_\_\_ drawn on \_\_\_\_\_ Bank  
\_\_\_\_\_ Branch

Date: \_\_\_/\_\_\_/\_\_\_

Name &amp; Signature of Sales Person

\_\_\_\_\_

**ANNEXURE A**

SOLE/ FIRST APPLICANT

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FIRST APPLICANT			
1.	Name	:	
2.	Son of / Daughter of / Wife of	:	
3.	Date of Birth	:	
4.	Marital Status:	:	Single _____ Married _____
5.	Wedding Anniversary	:	
6.	Gender	:	Male _____ Female _____ Other _____
7.	Nationality	:	
8.	Occupation	:	
9.	IT PAN No (Mandatory)	:	
10.	Aadhar No.	:	
11.	Residential Status <sup>#</sup>	:	Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____
12.	Phone	:	(Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	Email ID	:	_____@_____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14.	Correspondence Address	:	
15.	Permanent Address	:	_____ Tick if same as Correspondence address
16.	Employment Type	:	Salaried / self employed
17.	Profession/ Job Title	:	
18.	Company Name & Address	:	
19.	Prior investment in the Tata Housing / Tata Value Homes/ LG projects	:	Yes : _____ No : _____ If yes, Unit no., Project name and location :

## SECOND/ JOINT APPLICANT

1.	Name	:	
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2.	<b>Son of / Daughter of / Wife of</b>	:	
3.	<b>Date of Birth</b>	:	
4.	<b>Marital Status:</b>	:	Single _____ Married _____
5.	<b>Wedding Anniversary</b>	:	
6.	<b>Gender</b>	:	Male _____ Female _____ Other _____
7.	<b>Nationality</b>	:	
8.	<b>Occupation</b>	:	
9.	<b>IT PAN No (Mandatory)</b>	:	
10.	<b>Aadhar No.</b>	:	
11.	<b>Residential Status*</b>	:	Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____
12.	<b>Phone</b>	:	(Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	<b>Email ID</b>	:	_____@_____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14.	<b>Correspondence Address</b>	:	
15.	<b>Permanent Address</b>	:	_____ Tick if same as Correspondence address
16.	<b>Employment Type</b>	:	Salaried / self employed
17.	<b>Profession/ Job Title</b>	:	
18.	<b>Company Name &amp; Address</b>	:	
19.	<b>Prior investment in the Tata Housing / Tata Value Homes/ LG projects</b>	:	Yes : _____ No : _____ If yes, Unit no., Project name and location :

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Sr. no.		COMPANY AS AN APPLICANT	
1.	Name of Company Public/Private/Limited/Listed	:	
2.	Date of incorporation	:	
3.	Correspondence Address	:	
4.	Registered Address	:	Tick if same as correspondence address
5.	Name of the authorised contact person	:	
6.	Phone Fax	:	(Work) (Mobile)
7.	Email	:	_____@_____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
8.	Company PAN Card (Mandatory)	:	
9.	Corporate Identification Number (CIN)	:	
10.	Director Identification Number (DIN)	:	
11.	Prior investment in the Tata Housing / Tata Value Homes / LG projects	:	Yes : _____ No : _____ If yes, Unit no., Project name and location :

The Applicant/s shall mean and include his/her/their/heirs, executors, administrators, successors and legal representatives. In case of joint Applicant/s all communications shall be sent by the Promoter to the Applicant whose name appears first and at the address as given in the Application Form which shall for all intents and purposes be considered as properly served on all the Applicant/s.

**In case of more than one joint applicant, please use extra the sheet enclosed herewith at the end of the docket.**

**Bank account details for refund [in case of non-allotment of the Unit]**

**Name of account holder:** \_\_\_\_\_

**Bank account number:** \_\_\_\_\_

**Bank name:** \_\_\_\_\_

**Branch location:** \_\_\_\_\_

**City:** \_\_\_\_\_

**MICR Code:** \_\_\_\_\_

**IFSC Code:** \_\_\_\_\_

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## ANNEXURE – B

1.	<b>Details of the Unit</b>	<b>Unit No.</b>	
2.	<b>Building Name / Number</b>		
3.	<b>Floor Plan of the Unit</b>	<b>Annexure B1</b>	
4.	<b>Carpet Area of the Unit<sup>1</sup> (in sq. mtr and sq. ft)</b>		
5.	<b>Exclusive Balcony / Verandah Area<sup>2</sup> (in sq. mtr and sq. ft) [if applicable]</b>		
6.	<b>Exclusive Open Terrace Area<sup>3</sup> (in sq. mtr and sq. ft) [if applicable]</b>		
7.	<b>Car Parking Spaces</b>	Location	Number
		Dependent <input type="checkbox"/>	Independent <input type="checkbox"/>
		<i>[Please mention the number of covered car park(s). Mention '0' where not applicable.]</i>	
8.	<b>Source of Funds</b>	Self-Finance: Loan Required:	
9.	<b>Source of Booking</b>	Direct <input type="checkbox"/> Channel Partner <input type="checkbox"/> Sub Source:	
10.	<b>Real Estate Agent name (if applicable) and RERA Registration no<sup>#</sup></b>	a) Name of Entity:- _____ _____	
		b) Seal	
		c) RERA Registration Number _____, validity upto _____	
		d) State of registration :-	
11.	<b>Whether Applicant is an Employee of Tata or LG Group</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> (Tick as applicable) If Yes, provide a copy of the I-card/proof of identity	
12.	<b>Consideration of the said Unit</b>	Rs.	
13.	<b>Construction Linked / Any Scheme</b>		
14.	<b>Details of such Scheme (if any)</b>		
15.	<b>Benefit/ Discount provided (if any)</b>		
16.	<b>Date of Possession<sup>##</sup></b>		
17.	<b>Payment Schedule</b>	Annexure E	
18.	<b>Deposit, outgoings and other charges</b>	Annexure E	
19.	<b>Initial token amount / Application Money</b>		
20.	<b>Details of payment of Initial token amount</b>		
21.	<b>Payments to be made in favour of</b>		
22.	<b>Interest for delayed payments</b>	As per applicable law	
23.	<b>Holding Charges of the said Unit</b>	Rs 2/- per square feet of carpet area	

<sup>1</sup>Area measurement is approximate and subject to variation.

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<sup>1</sup>"Carpet Area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.

<sup>2</sup>"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Applicant/s.

<sup>3</sup>"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Applicant/s.

<sup>#</sup> The Promoter shall not be liable to the Applicant/s for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner,

<sup>\*\*</sup>Subject to terms and conditions mentioned in the Application Form/ Agreement.

**ANNEXURE – B1**

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**FLOOR PLAN OF THE SAID UNIT**

**ANNEXURE C**

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**List of Permissions and Approvals for the Unit**

<b>Sr. No.</b>	<b>List of approvals</b>	<b>Date</b>
1.	Approval of Building Plans from Noida	24 October, 2016
2.	NOC for height clearance from Airport Authority of India	20 January, 2017
3.	Details and sanction for supply of#	
	a) civic and infrastructure facilities such as, electricity	To be applied for as per development plan
	b) Sewer and sanitation	Approval received from State Level Environment Impact Assessment Authority, Uttar Pradesh bearing ref. 1233/ Parya/ SEAC/ 2901/ 2014/ AD(H) dated 28 October, 2015
	c) municipal water,	Approval received from NOIDA bearing memo NOIDA/ PO/ water tax/136/ 2015 dated 25 June 2015
	d) fire-fighting facilities,	Approval of Fire Fighting Scheme from Commissioner, Municipal Corporation Noida dated 25 October, 2016
	e) Renewable energy	Indian Green Building Council ( IGBC) Registration application vide letter dated 8, August, 2016
	f) external access roads of the Project	NOIDA
4.	RERA Registration Number and all RERA details	Web link: <a href="http://www.up-rera.in">http://www.up-rera.in</a>

#The Promoter has clarified to the Applicant/s that the Phase II Project may not have the necessary civic and infrastructure facilities in place as on the date of booking or at handing over of possession of the said Unit, as the same is to be provided by the concerned government or local authority or body. The Applicant/s agrees that since this is beyond the control and scope of the Promoter, they shall not to hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.

**ANNEXURE D**

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## NOTE ON THE TITLE OF THE SAID LAND

### A. Flow of Title

- New Okhla Industrial Area Development Authority ("**NOIDA**") invited tender bids for allotment of sport city plot no.SC-02 Sector 150 admeasuring approx. 12,00,000 sq. mtrs (equivalent to 296 acres), ("**Sports City Plot**") for the **Sports City Project**. The tender was awarded under allotment-cum-reservation letter no. NOIDA/Commercial/2014/1498 dated 10 September, 2014 to Lotus Greens Constructions Pvt. Ltd. In furtherance to the Allotment Letter an area admeasuring 160 acres out of the Sports City Plot was sub-divided, being plot no.SC-02A Sector 150 (hereinafter referred to as the '**Allotted Plot**').
- NOIDA demised the said Allotted Plot on lease for a period of 90 years commencing from 19 December 2014 in favour of Lotus Greens Constructions Pvt. Ltd. as lessee thereof, by and under Lease Deed dated 19 December 2014, ('**December Lease Deed**') duly registered in the Office of the Sub-Registrar II, vide Book No.1, Document No.6486, Page No. 275 to 310 at Serial No.11297 dated 19 December 2014 and Lease Deed dated 8 May 2015, ('**May Lease Deed**') duly registered in the Office of the Sub-Registrar II, vide Book No.1, Document No.6710, Page No. 1 to 36 at Serial No.3176 dated 11 May 2015(together hereinafter referred to as the said "**Lease Deeds**").
- Lotus Greens Constructions Pvt. Ltd obtained permission from NOIDA under Letter No. NOIDA/Commercial/2016/471 dated 6 June 2016, for sub-lease in favour of the Promoter herein (a 100% subsidiary of Lotus Greens Constructions Pvt. Ltd), an area of approx. 83,970 sq. mtrs (equivalent to **20.74 acres**) being part of the said Allotted Plot, bearing new Plot No. SC-02/A1 Sector 150, NOIDA, District Gautambudh Nagar, Uttar Pradesh (hereinafter referred to as the '**said Larger Property**').
- Pursuant to the aforesaid permission, Lotus Greens Constructions Pvt. Ltd. sub-leased the said Larger Property by and under a Sub-Lease dated 15 June, 2016 duly registered in the office of Sub-Registrar II, Noida, vide Book No.1, Document No.7881 Page No. 301 to 350, at Serial No. 6336 dated 17 June, 2016 (hereinafter referred to as said "**Sub-Lease Deed**') to the said Promoter. The said Sub-Lease Deed is confirmed by NOIDA under Letter No. NOIDA/Commercial/2016/566 dated 8 July 2016 and taken on record, for the purpose of construction and development of residential group housing complex forming part of the overall development of the Sports City.
- The Promoter (as mentioned herein) has applied for RERA registration of the Phase II Project and received the same from UPRERA on 5 August, 2017.
- Thereafter, Tata Value Homes Pvt. Ltd. acquired 51% shareholding in the Promoter company on the 18 July, 2019 post receiving 2/3 consent of existing customers, UPRERA Authority and the NOIDA Authority.

### B. Encumbrance:

- The Noida Authority, being the Owner of the Group Housing Plot has the first charge over the Group Housing Plot for recovery of any unpaid and outstanding dues in favour of NOIDA. The Project Land admeasuring 83,970 sq. meters situated at Plot No.SC -02/A1, Sector 150, Noida has been mortgaged in favour of Aditya Birla Finance Limited through its trustee, Axis Trustee Services Limited for project finance.

### C. Litigations – No litigation on Land as on date of registration under RERA.

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**ANNEXURE E**  
**PAYMENT SCHEDULE AND OTHER CHARGES APPLICABLE ON THE SAID UNIT**

- NOTE :** 1. All construction related dues need to be completed within 45 days from the date of the Application Form
2. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter
3. In the event the Applicant/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest as per applicable law from the date such amounts fall due till realization of payments by the Promoter.
4. Sanction Letter cannot be submitted to cover any portion of payment of 19.9% and this should be paid by the Applicant/s from his own sources only.
5. The amounts mentioned in herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Local body tax, lease rentals, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Consideration and/or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicants/s.
6. The Applicant/s shall pay all charges and expenses with respect to formation and assignment of sub lease to the Association and Apex Association (as the case may be), including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Share Money, Legal Charges, Society formation and consultancy retainer fees etc. at actuals including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sub lease, as the case may be, at any time on or before the execution and registration of the Agreement for Sub Lease.
7. The Applicants/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Applicant's failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
8. Amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant/s at actuals.
9. The charges and deposits towards maintenance mentioned herein above is at an estimated rate and indicative and the actual maintenance charges shall be calculated at the prevalent rates at the time of offer of possession.

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## ANNEXURE F

## • PART A –SPECIFICATIONS FOR THE SAID UNIT

	List of Amenities and Specifications	Description**
1.	Flooring in rooms	Vitrified tiles
2.	Flooring in toilets	Antiskid ceramic tiles
3.	Internal paint	Acrylic Distemper paint/OBD
4.	External paint	Weather shield paint
5.	Kitchen	Stainless steel wash basin
6.	Main door	Solid core flush door
7.	Toilets	Provision of geyser
8.	All Rooms	Concealed wiring, branded modular switches
9.	Wiring	TV and telephone point provision in living and bed room
10.	Common areas	DG back up
11.	Smart home features	Standard Features Video Door Phone Gas Leak Detector (Kitchen Area) Lighting Control ON/OFF Motion Sensors in Toilets
12.	Fire detection system	Within the Unit
13.	Intercom	Provided

\*\*Or equivalent. Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Promoter, shall not be held liable in any manner whatsoever, for the same. Shade and pattern variation is a property of natural stone. Though all efforts shall be made during laying of stone pieces, to minimize perceptible variation in shade and pattern, the Promoter shall not be held liable in any manner whatsoever for the same.

## • PART B – AMENITIES AND FACILITIES IN THE LARGER PROPERTY

(to be shared by all phases of the Larger Property)

	List of Amenities and Specifications for the Project	Description/ Location	Stage wise time schedule of completion
1.	Landscape areas	Spread across different location of the project	Same as Possession Date of the Unit
2.	Jogging/ Walking Track	Spread across different location of the project	Same as Possession Date of the Larger Property
3.	Skateboarding/ Multipurpose track in landscape areas	Along landscape features / podium	Same as Possession Date of the Larger Property

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4.	Tennis court/ Tennis Centre <sup>1</sup>	Open court	Same as Possession Date of the Larger Property
5.	Badminton court	Open court	Same as Possession Date of the Larger Property
6.	Basketball court	Open court	Same as Possession Date of the Larger Property
7.	Convenient shopping center	Ground floor structure	Same as Possession Date of the Unit
8.	Swimming pool, kid's pool and pool deck area	Open, adjacent to Community Building	Same as Possession Date of the Unit
9.	Multipurpose Party Lawns	Open, adjacent to Community Building	Same as Possession Date of the Unit
10.	Provision for driver rooms and driver toilets	Spread across different location of the project	Same as Possession Date of the Larger Property
11.	Meeting areas and Kids' play area	Open, spread across different location of the project	Same as Possession Date of the Larger Property
12.	Fire Suppression System	Extinguisher in lift lobby Sprinklers in the common areas and in the Unit	Same as Possession Date of the Unit
13.	Power back up (partial) <sup>##</sup>	Specific and maximum load specified for 2BHK (2KV) and 3BHK (3KV)	Same as Possession Date of the Unit
14.	Provision for FTTH	Inside the Larger Property	Same as Possession Date of the Larger Property
15.	Rain water harvesting	Inside the Larger Property	Same as Possession Date of the Larger Property
16.	Solar water heater	(Heated water supply in kitchen only)	Same as Possession Date of the Larger Property
17.	External Solar Lighting at specific places	Inside the Larger Property	Same as Possession Date of the Larger Property
18.	Community Building and Sports Block (Club House)	Community Building and Sports Block (Club House)	Same as Possession Date of the Unit
	Steam and Sauna		
	Gymnasium		
	Audio Visual Room/ Mini Theatre <sup>2</sup>		
	Library		
	Restaurant and Kitchen <sup>2</sup>		
	Table tennis Room		
	Indoor games room (Cards room etc)		
	Squash Court		
	Pool Room		
Wellness areas – Spa,			

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	yoga and meditation room		
	Multipurpose Hall		
19.	Other Amenities		
	Public Announcement System in specific areas	Inside the Larger Property	Same as Possession Date of the Larger Property
	Boom Barriers at specific places <sup>3</sup>	Inside the Larger Property	Same as Possession Date of the Larger Property
	CCTV for common areas	Inside the Larger Property	Same as Possession Date of the Larger Property
	Sewage Treatment Plant	Inside the Larger Property Mention location	Same as Possession Date of the Larger Property
	WTP	Inside the Larger Property	Same as Possession Date of the Larger Property
	Wi-Fi enabled Gazebos <sup>4</sup>	Open common areas	Same as Possession Date of the Larger Property
20.	<b>Landscape Features</b>		
	Gazebos at selected locations	Inside the Larger Property	Same as Possession Date of the Larger Property
	Solar charging pods at selected locations	Within the Gazebos Inside the Larger Property	Same as Possession Date of the Larger Property

<sup>1</sup>Tennis Centre is as per the Master Plan and Area Chart Sanction of the Sports City Sector 150 dated 17 January, 2017 issued by the Architecture and Town Planning Department, NOIDA and is part of the common sports facility of the Sports City and all the residents and occupants of the Sports City, including the residents of the Phase II Project shall be entitled to use the Tennis Centre.

<sup>2</sup>To be maintained and operated by third party operators subject to approvals and permissions.

<sup>3</sup>All the residents and occupants of the Sports City shall have free ingress and egress to the Phase 1 Project, with respect to the Tennis Centre.

<sup>4</sup>The usage costs of the Wi-Fi services are to be borne by the Applicant/s as part of maintenance expenses.

<sup>\*\*</sup>2 KVA (Mandatory) power back up for 2BHK and 3KVA (Mandatory) Power Back up for 3BHK. The usage costs of power back up are to be borne by the Applicant/s as part of maintenance expenses.

**• PART D – ARCHITECTURAL AND DESIGN STANDARDS OF THE PHASE II PROJECT**

1.	The Building is Designed as per the IS code Seismic Zone-IV
2.	The CFL/Light Fixtures Shall be provided in the common areas.
3.	Adequate Lighting shall be provided on internal roads, basements and in landscape areas.
4.	The Towers are designed as framed structure with Columns, Beams and shear wall.

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**ANNEXURE G  
GENERAL TERMS AND CONDITIONS**

**1. ELIGIBILITY FOR APPLICATION**

- (i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required to be eligible to apply. Joint application by natural persons are only permitted.
- (ii) Applicant/s is/are required to keep the Promoter promptly informed of any changes of their residence status in writing supported by necessary document. Applicant/s have to provide his/her / their/its e-mail Id and contact number to the customer care team of the Promoter with reference of customer ID mentioned in this Application Form.
- (iii) The Applicant/s, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other statutory provisions as laid down and notified by the Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment/s for acquisitions of immovable property in India. In case of NRI, PIO and OCI, refunds if any, shall, be made in Indian Rupees and the necessary permissions shall be obtained by such NRI or PIO or OCI at their costs. In case any such permission is refused or subsequently found lacking by any statutory authority, the amount paid towards booking and further consideration will be returned without interest by the Promoter (excluding taxes), subject to deduction of Rs.10,000/- (Rupees Ten Thousand only) as an administrative charges, only if the cancellation is prior to the issuance of the allotment letter and Promoter will not be liable in any manner on such account.
- (iv) The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from the appropriate authorities for the purchase of the Unit and the Promoter shall not be responsible for the same. The Applicant/s shall keep the Promoter informed about the status of the requisite permissions. The allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and taxes shall stand forfeited and further consideration will be returned by the Promoter as per rules without

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interest. Further, the allotment shall stand cancelled forthwith and the Promoter will not be liable in any manner on such account. The Applicant/s shall cease to have any right, title and / or interest in the Unit.

## 2. APPLICATION FOR ALLOTMENT

- (i) The Applicant/s has/ have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of a Unit in the Phase II Project to be developed on the said Land by the Promoter.
- (ii) The term Applicant/s shall mean and include his/ her/ their/ heirs, executors, administrators, successors and legal representatives.
- (iii) The Applicant/s hereby undertakes that he/she/it shall abide by all the laws, rules and regulations and terms and conditions of the concerned authorities and/or of the State Government, the Local Bodies and/or other authorities applicable to the said Land and/ or the Phase II Project.

## 3. APPLICATION PROCEDURE

- (i) The completed Application Form shall be duly signed by the Applicant/s and submitted together with the Cheque / Demand Draft / Pay Order/authorized Electronic transfer in favour of such account as mentioned in Annexure B for the amount of Application Money as shown in the Payment Schedule annexed hereto as **Annexure "E"**. The Promoter or its authorized personnel are authorized to acknowledge receipt of the Demand Draft Bank Draft/ Pay Order by signing the acknowledgment slip. The payment from NRI/PIO shall be received either by RTGS or NRE/NRI/NRO account cheque only. There will be no other acknowledgement for receipt of the Application Form and the Application money paid.
- (ii) If any of the Cheques submitted by the Applicant/s to the Promoter is dishonoured for any reasons, then the Promoter shall intimate the Applicant/s of the dishonour of the Cheque and the Applicant/s would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of **Rs. 5000/- (Rupees Five Thousand only)**( for each dis-honour). In the event the said Demand Draft is not tendered within 7 (seven) days, then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Applicant/s comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque
- (iii) Allotment shall be done as per the procedure of the Promoter. The Applicant/s shall be referred to as **"Allottee(s)"** when the unit is allotted by the Promoter vide the Allotment Letter.

## 4. WITHDRAWAL OF APPLICATION AND CANCELLATION

- (i) The Applicant/s may withdraw their Application prior to the allotment of the Unit and may get a full refund of the Application Money without any interest and without deduction of any cancellation or administrative charge within 45 (forty five) days of receipt of communication of withdrawal by the Applicant/s, subject to the terms mentioned herein. Taxes, cess, levies, charges etc. paid on such Application Money shall not be refunded back to the Applicant/s.
- (ii) However, if the Applicant/s has online expressed interest/ applied for purchase of the said Unit and has made payment online in respect of the same and thereafter is desirous to withdraw/cancel such expression of interest or booking before the allotment, then in such event the Promoter shall not be liable to refund to such Applicant/s such administrative fees of Rs. 30,000/- paid by him/her/them/it online and the same shall stand forfeited. Upon cancellation, the Promoter further reserves its right to sub lease the said Unit to a third party and the Applicant/s waives his right to make any claim in this regard.

## 5. CONSIDERATION AND OTHER PAYMENTS

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- (i) The Applicant/s agree/s that 10% (ten percent) of the Consideration shall be treated as "Booking Amount". Time is the essence for payment of the amounts herein and the Applicant/s agrees to pay the Consideration and such amounts as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee, other charges, outgoings, taxes, levies etc. on or before the due date or as and when demanded by the Promoter.
- (ii) The Consideration and all other expenses, charges, deposits, amounts, lease rents, maintenance charges, club house membership fees, all other outstanding amounts as mentioned in the Application form and Tripartite Lease Deed etc. upon payment of which the Applicant(s) shall be entitled to have right, title and interest in the said Unit. The Consideration is escalation-free, save and except the charges stated herein and escalations/increases/impositions due to increase carpet area of the unit, increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ local bodies/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ local bodies/Government.
- (iii) The amounts mentioned in Annexure E are exclusive of all taxes, charges, levies, cess etc., applicable on transfer and sale of Unit to the Applicant/s and applicable on the construction, project cost, work contracts on the said Larger Property, including but not limited to Education cess, Labour cess, surcharge, etc. Land under construction tax, Local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities), and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Consideration and/or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicants/s.
- (iv) It is clarified that the individual electricity connection/ meter charges, water / storm water connection charges, sewerage connection charges, FTTH/ FTTF/ FTTB Infrastructure Charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in securities of water, electricity etc., any new infrastructure augmentation charges and increase thereof for bulk supply of electrical energy and all / any other charges as mentioned under this Application Form are not included in the Consideration of the said Unit and the actual/ proportionate amount shall be additionally payable by the Applicant on or before the offer of possession of the said Unit.
- (v) The Applicant/s shall also pay to the Promoter on or before the execution and registration of the Agreement to Sub Lease, all such amounts for meeting all legal costs, charges and expenses, including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Share Money, Legal Charges, Society formation and consultancy retainer fees etc. in connection with formation of the Association and the Apex Association (as the case may be), for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sub lease, as the case may be.
- (vi) All overdue payments shall attract interest as per applicable law from the due date till the date of receipt of amounts or realization of the cheque by the Promoter, whichever is later. The rate of interest shall be in accordance with the applicable law and shall be specified in the demand letter addressed to the Applicant/s.
- (vii) The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and shall continue to appear as outstanding against the Unit. The Promoter shall accept payments towards your booking from the account(s) of the Applicant/s and/ or Joint Applicant/s only. It is clarified that payments received from any third parties / non-applicants will be returned to the remitter and such payment shall continue to appear as outstanding against the Unit. Payments will be

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accepted from Joint/Co-applicant(s) accounts, demand draft payment from the bank where the Applicant/s has taken a loan for the said Unit, guardian as per the application status making a payment on behalf of a minor's booking. The Promoter shall not accept payments from third parties under the following criterion :

- i. Payments made by Applicant(s)'s family member/ friend (parents, spouse, siblings etc.);
  - ii. Payments made by a company on behalf of the Applicant/s (where such Applicant/s is a shareholder of such company);
  - iii. Individual making payment on behalf of the company being the Applicant/s(in case of company booking);
  - iv. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Applicant/s account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Applicant/s.
- (viii) The Applicant/s is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Applicant/s has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Applicant/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- (ix) The Applicant/s undertakes to execute and register the Agreement to Sub Lease and Sub Lease Deed (if applicable) with respect of the said Unit in the format provided by the Promoter under applicable law within such timelines as mentioned in the intimation letter issued by the Promoter. In the event the Applicant/s fails to duly execute and register the Agreement to Sub Lease as aforesaid within the stipulated period as mentioned in the intimation letter, physical possession of the said Unit to the Applicant/s may be withheld by Promoter and penalty if any payable under the relevant laws for delay in completion of the execution and/or registration of Agreement to Sub Lease and the Sub Lease Deed (if applicable) shall be payable by the Applicant/s till the registration of the Sub Lease Deed is completed. Without prejudice to any other rights that the Promoter may have in that behalf, the Promoter shall also have the right to cancel the allotment and booking in case the Applicant/s and forfeit the Booking Amount or such amounts paid till date, whichever is higher. The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein.
- (x) The Applicant(s) shall pay all cost, charges and expenses with respect to formation of the Association and sub-leasing of undivided proportionate title in the common areas to the Association and Apex Association (as the case may be), subject to terms and conditions as laid down by NOIDA. These charges and expenses shall include but not limit to professional costs of the attorney-at-Law/Advocates of the Promoter, share money, legal charges, proportionate stamp duty, registration charges and other expenses for sub-leasing of undivided proportionate title in the common areas, society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of lease, as the case may be.
- (xi) It is irrevocably by the Applicant/s that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous instalments. Thereafter, towards the interest levied on the previous pending instalment (if any) and, thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment due and then on the current instalment amount. The Applicant/s shall be entitled to cancel the allotment any time after issuance of the Allotment letter and shall accordingly inform the Promoter in writing, subject to forfeiture of such amounts as mentioned herein.
- (xii) Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, on the Applicant/s committing default in payment of any outstanding amount on the due date due and payable by the Applicant/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Applicant/s committing breach of the terms

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and conditions of this Application Form and Agreement to Sub Lease, then without prejudice to the rights and remedies of the Promoter, the Promoter shall at his sole discretion, be entitled to terminate this Application /Agreement. Provided that, the Promoter shall give notice of thirty days in writing to the Applicant/s, by Registered Post AD at the address provided by the Applicant/s and mail at the e-mail address provided by the Applicant/s of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Application/Agreement. If the Applicant/s fails to rectify the breach or breaches mentioned by the Promoter within the time period specified in the notice then at the expiry of such notice period, the Promoter shall be entitled to terminate this Application /Agreement.

(xiii) Upon cancellation of the allotment and/or termination of the Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Applicant/s till the date of cancellation without interest subject to forfeiture of the following amounts as detailed hereunder, :

- a) Booking Amount or the actual amount paid, whichever is higher, subject to a maximum of 10% of the Consideration. Taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Applicant/s;
- b) Total interest accrued on account of the delay/default in payment of any Instalment/s and other charges as per the payment plan calculated till the date of payment;
- c) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Applicant/s under this Application/ Agreement;
- d) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST or any other tax of any nature;
- e) All amounts or amounts equivalent to any subvention cost (if the Applicant/s has opted for any scheme, benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Applicant by the Promoter in respect of the booking of the Applicant/s irrespective of whether such benefits have been utilized by the Applicant/s until the date of cancellation of the said Unit;
- f) All amounts (including taxes) paid or payable as brokerage fee to any broker, channel partner, institution etc. by the Promoter in respect of the booking of the Applicant/s.
- g) All outgoing, deposit and other charges as specified in Annexure E paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Association/ Apex Association (as may be applicable).
- h) Administrative charges, mediation fees and/ or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit.

(xiv) The Applicant/s further agrees that the Promoter shall refund the balance amounts either by way of (i) personal hand delivery of cheque(s) to the Applicant/s, or (ii) courier of cheque(s) to the Applicant/s at the aforementioned address mentioned in this Form or in the Agreement to Sub Lease, or (iii) by any other means as the Promoter may deem fit. In the event the Applicant/s is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first applicant (as per the Application Form) /lender (in case the Applicant/s has procured a loan from a bank/ financial institution), as the case may be.

(xv) Upon the cancellation and/or termination of the allotment of the Unit, the Applicant/s shall not have any right, title and/ or interest with respect to the Unit and the Promoter shall be at liberty to sell or otherwise deal with the Unit with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Applicant/s waives his right to raise any objection or dispute in this regard.

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(xvi) Any Application containing false or misleading information and/or documents is liable to be summarily rejected and the allotment shall stand cancelled. Upon such cancellation, the installments paid will be refunded without any interest subject to forfeiture as stated herein.

## 6. POSSESSION AND COMPENSATION

- (i) The Promoter shall endeavor to give possession of the said Unit to the Applicant/s on or before the date specified in Annexure B ("**Date of Possession**"). Further, the Promoter shall endeavor to give possession of the said Amenities to the Applicant/s on or before the date specified in Annexure B ("**Time Schedule of Completion**"). The Date of Possession and Time Schedule of Completion shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure circumstances and reasons beyond the control of the Promoter.
- (ii) In the event the possession is delayed beyond the date as agreed hereinabove inter alia for any reason, the Promoter shall be entitled to extension of 12 [twelve] months ("**Extended Duration**") for handover of possession and completion of construction.
- (iii) In the event of any delay in handing over possession of the said Unit and the said Amenities to the Applicant/s on the Date of Possession and Time Schedule of Completion, respectively and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the said Unit and the said Amenities due to force majeure reasons, the Promoter shall intimate the Applicant/s in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Unit shall be handed over the Applicant/s ("**Revised Possession Date**") and the said Amenities ("**Revised Time Schedule of Completion**") shall be completed. In the event, the Applicant/s is desirous of cancelling the booking of the Unit, prior to the date of application of the Occupation Certificate in respect of the said Unit, then the Applicant/s shall intimate the Promoter his/ her/ their non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within fifteen (15) days from the date of receipt of such intimation from the Promoter, failing which it will be deemed that the Applicant/s has/ have accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Applicant/s.
- (iv) Further, in the event if the Promoter is unable to file for the Occupation Certificate on or before the Possession Date or the Revised Possession Date (as applicable), subject to reasonable extension of time, then on demand in writing by the Applicant/s, the Promoter shall refund with simple interest as per applicable law from the date of receipt of installment of amounts paid towards the Consideration only (excluding interest amounts (if any), stamp duty, registration fee, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the said Unit from the Applicant/s. However, taxes, levies, cess, interest amounts (if any) paid by the Applicant/s and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.
- (v) In the event the Applicant/s does not intend to withdraw from the booking in the Project and/or is not agreeable and accepted the revised timelines, then in such an event, the Applicant/s shall be entitled to seek simple interest as per applicable law for every month of delay, as compensation, post expiry of the Extended Duration and such time period affected by Force Majeure conditions till the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Unit ("**OC Date**"). The Promoter shall pay such compensation on the installments paid towards the Consideration only (excluding interest amounts (if any), stamp duty, registration fee, GST, TDS, deposits, charges etc. paid to the Promoter and/or authorities, as the case may be) for the said Unit, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance amounts payable at the time of handing over the possession of the said Unit. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the OC Date for any reason

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whatsoever, irrespective of the Applicant/s not taking possession of the said Unit. Such compensation shall be payable directly to the Applicant/s named herein, if he continues his booking on the OC Date.

- (vi) Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Revised Possession Date and Revised Time Schedule of Completion shall extended
- (a) on account of any force majeure events and/ or
  - (b) due to non-compliance of the terms and conditions by the Applicant/s. "Force Majeure" shall include :-
    - i. flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the said Project and/ or
    - ii. war, civil commotion or act of God ;
    - iii. any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (vii) Additionally, the compensation for delay shall not be paid in the following events :
- (a) For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
  - (b) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Applicant/s during inspection of the said Unit, and/or
  - (c) For the period if the Applicant/s commit/s any default and/ or breach of the terms and conditions contained herein, and/or
  - (d) For the period of delay incurred due to additional work to be completed on the request of the Applicant/s for certain additional features, upgrades, in the said Unit, in addition to the standard Unit, and/or
  - (e) For the period of inordinate delay incurred due to NOIDA or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF) for construction, grant of occupation/completion certificate and/ or
  - (f) For the period from the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Unit till the actual handover of possession of the said Unit.
- (vii) In case the Promoter is forced to discontinue the construction of the said Unit and/ or Phase II Project (entire or part) due to force majeure reasons and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Applicant/s without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.
- (viii) The Unit shall be considered as ready for use and occupation on the date of receipt of OC or any other certificate required for occupation from the competent authorities. The Promoter, after obtaining the OC, shall issue the Offer of Possession letter to the Applicant/s requesting to make payments as per the Agreement and take possession within such date as mentioned in the Offer of Possession letter. The Applicant/s shall before taking over the possession of the said Unit, clear all outstanding dues, keep deposited with the Promoter, amounts mentioned in Annexure E and also pay the applicable GST, Value Added Tax, service tax and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the said Unit (if applicable), by time to time to the Promoter, for construction and sale of the said Unit.
- (ix) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 45 (forty five) days after the date of Offer of Possession letter, regardless of whether the Applicant/s takes such possession (for fit outs) or not. Such date shall be referred to as "**CAM Commencement Date**". In such cases that the unit/s are sold after the Date of Offer of Possession, the CAM charges or the Unit shall commence from the date of which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days.

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- (x) The Promoter, upon receiving payments made by the Applicant/s as per this Agreement shall offer in writing the possession of the Unit, to the Applicant/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such written communication. The Applicant/s shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Applicant/s.
- (xi) The Applicant/s are aware that the Promoter has proposed to develop inter alia a club house with certain other amenities and facilities etc. (club house/ community building) in the said Larger Property subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and the Applicant/s has agreed to avail membership of this club house, by paying such membership fees and also all such other charges as may be stipulated by Promoter in Annexure E. Entry to the club house will be allowed and the facilities may be allowed to be used on terms and conditions as may be stipulated by the Promoter or Maintenance Agency, from time to time.
- (xii) In the event the Applicant/s fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Applicant/s. The maintenance charges and the defect liability period shall commence from the CAM Commencement Date. In addition to payment of interest for delayed payments, the Applicant/s shall be liable to pay Holding Charges as specified in Annexure B from expiry of CAM Commencement Date till the Applicant/s takes actual possession of the Unit. The Applicant/s agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Applicant/s for the possession of the said Unit. Under such circumstances it shall be deemed that the Applicant/s has taken possession of the said Unit. During the period of the said delay by the Applicant/s, the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Applicant/s in relation to its deterioration in physical condition.

**7. TRIPARTITE SUB LEASE**

The Promoter, on receipt of Total Consideration for the Unit as per the terms of this Application and Agreement to Sub Lease from the Allottee/s, shall execute a Tripartite Sub Lease deed for the Land and Sale Deed for the superstructure ("**Tripartite Sub Lease Deed**") and convey the same together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Occupation Certificate/ completion certificate and/or the certificate as the case may be, to the Allottee (s). In case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the offer of possession, the Allottee authorizes the Promoter to withhold registration of the Tripartite Sub Lease deed for the Land and Sale Deed for the superstructure in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

**8. TRANSFER / NOMINATION**

- (i) Subject to the terms of the allotment and norms of NOIDA, the Applicant/s shall not sell, lease, let, sub-let, transfer, assign or part with the Applicant/s's interest or benefit under this Application or part with the possession of the Unit till the Date of Possession and all the amounts payable by the Applicant/s under this booking are paid in full to the Promoter and the Applicant/s is not in breach of any of the terms and conditions of this Application Form. The Promoter may permit such transfer or substitution or nomination on such conditions as it may deem fit and proper and in accordance with the laws, guidelines issued by NOIDA, if any, in this regard. Any sale/transfer of the Unit after this time shall require written approval from the Association of unit owners (and till such time that the Association is formed, the Promoter) and payment of administrative charges as communicated by the Promoter or Association (as the case may be) to ensure that the inherent

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nature of the Project is not compromised by bringing in any member or resident who does not subscribe to the guidelines, bye laws and/or objectives of the Association. Any document for sale/transfer/lease etc. which is entered into by the Allottee(s) with any prospective buyer, without obtaining written approval of the Association (and till such time that the Ultimate Association is formed, the Promoter), shall not be valid and not binding on the Association and / or the Promoter, as the case may be.

- (ii) At any time before the execution of the Agreement with respect of the Unit or handover of possession of the Unit, whichever is earlier, in the event of any nomination / transfer done in favour of the spouse or child, parents or brother or sister of either of the Applicant/s, the existing Applicant/s shall take prior written approval from the Promoter. No administrative charges will be charged for such inter family transfer, other than some actual expenses which the Promoter may inform at the time of such transfer. In this context, the Primary Applicant in any booking and/ or the in case of booking by a single applicant, cannot delete his name from the booking, they are only eligible to add further applicants. Having mentioned the aforesaid, in the event the Primary Applicant in any booking and/ or the in case of booking by a single applicant, still proceeds to delete his name from the booking, the terms and conditions for sell/lease/ transfer as mentioned above in sub clause (i), along with payment of administrative charges shall be applicable. The existing Applicant/s shall be solely responsible for the cost of execution/ registration of such documents to effect such transfer, post approval of the Promoter. However, for such transfer, the permission from all the Joint Allottee/s (if any) are mandatory.
- (iii) In case of swapping/ interchanging between the applicants, same terms and conditions as mentioned hereinabove in sub clause (ii) shall continue. However, the original Primary Applicant in any booking and/ or the in case of booking by a single applicant, cannot delete his name from the booking.

**8. GENERAL**

- (i) It is clarified by the Promoter that any benefit, deferment, waiver, compensation etc. of any pecuniary nature which is agreed and/ or which may arise under this transaction shall be solely for the benefit of the Applicant/s hereto and cannot be transferred, exchanged, adjusted and assigned to any third party, transferee, assignee etc.
- (ii) The Promoter shall confirm the final carpet area that has been allotted to the Applicant/s after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/- three percent. If there is any reduction in the carpet area subject to the variation cap as mentioned above, then in such event the only recourse of the Applicant/s shall be refund by the Promoter of the excess money as per applicable law. If there is any increase in the carpet area allotted to Applicant/s subject to the variation cap as mentioned above, the Applicant/s shall make payment with the next milestone of the Payment Schedule and/ or on or before possession and the Applicant/s shall not be entitled to cancel and terminate this booking on account for this variation. Such monetary adjustment shall be made in proportion to the Consideration.
- (iii) Notwithstanding anything to the contrary mentioned under this Application, it is clarified and agreed by the Applicant(s) that the Applicant(s) shall have ownership rights of the Unit area only and no rights of any kind shall accrue to the Applicant(s) in any part on the Larger Property, institutional area/ blocks, school, sports complex, shops, club etc. which are not part of the said Land Project and against which no amount has been paid by the Applicant(s) to the Promoter and the same shall always remain the property of the Promoter and be dealt in a manner the Promoter may deem fit. The Applicant hereby acknowledges that the Larger Property falls within the Sports City being developed by various entities, as per applicable Scheme, Leases, governmental rules and regulations of NOIDA. The Applicant(s) further acknowledges and agrees that any and all obligations, rights, duties and benefits available to the Applicant(s) (which shall be available only on transfer of Unit) are solely in relation to the Project and not in relation to any other part of the Sports City. The Applicant(s) further acknowledges that he does not have any right in relation to the development/ proposed development in the balance land plot of Sports City and hereby expressly gives his no objection to any development in the

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remainder of the Sports City including on account of an increase in FAR (of the Sports City) or total land available for development, modification of the master plan of said Plot and Sports City due to change in applicable governmental laws, rules and regulations, etc.

- (iv) The Applicant(s) is aware that the Tennis Centre as per the Master Plan and Area Chart Sanction of the Sports City Sector 150 dated 17 January, 2017 issued by the Architecture and Town Planning Department, NOIDA is situated in the said Land wherein the Phase II Project is been constructed. The Applicant(s) is aware that the Tennis Centre is part of the common sports facility of the Sports City and all the residents and occupants of the Sports City, including the residents of the Phase II Project shall be entitled to use the Tennis Centre. Further, all the residents and occupants of the Sports City shall have free ingress and egress to the Phase 1 Project, with respect to the Tennis Centre.
- (v) Subject to the limitation and restrictions in the Lotus Greens Sub-lease Deed, in case the Applicant(s) wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the Unit, the Promoter shall co-operate with the Applicant(s) during the financing process subject to however, the terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Promoter's payment plan will rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per payment plan, shall be ensured by the Applicant(s), failing which, the Applicant(s) shall be governed by the provision contained in clause mentioned herein above. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the said Land is 205585.8sq. mtrs. only and Promoter may utilize any balance Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FAR available as incentive FAR by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FAR which may be available in future on modification to the Development Control Regulations. The Allottee(s) has agreed to sub lease of the said Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FAR or any increased FAR in future and on the understanding that the proposed FAR shall belong to the Promoter only. The Promoter shall at its discretion may utilize such FAR or assign or transfer or sell the same. The Applicant(s) agrees that the Project is a Green Building rated Project, and to maintain the rating, the Applicant(s) agrees to comply with all conditions of Green Building rating from time to time.
- (vi) The Applicants(s) is aware that the Promoter alone is to be considered as or construed to be a promoter under the provisions of any applicable Laws, including the Uttar Pradesh Apartment (Promotion Of Construction, Ownership And Maintenance) Act, 2010, Real Estate (Regulation and Development) Act, 2016, The Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as may be amended, modified or supplemented from time to time. The current development is a Phase II Project proposed to be developed by the Promoter on a part of the entire Larger Property and may be a mixed used development comprising of residential and commercial zones or such approved development, which would be developed in a phased manner at the discretion of the Promoter. The Applicant/s shall have no right in the development, phasing and construction on the Larger Property and / or other phases to be developed on the said Larger Property. The Promoter shall be entitled to modify/ revise/ replace the development and the common area, amenities and facilities on the Larger Property and submit for approval such revised plans and the Applicant/s hereby provides his consent for the same.
- (vii) The Applicant/s is aware that the Promoter shall be carrying out extensive development/ construction activities at any time in future on the said Larger Property and that the Applicant/s has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Promoter or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities.
- (viii) In the event the land adjoining to the said Land is owned/developed by the Promoter (or the Promoter's wholly owned subsidiary, group company or associate company), the Promoter reserves the right to develop the

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same, either by amalgamating the same with the said Land and/or sub-dividing and/or amalgamating the said Land and the adjoining land, as the Promoter may deem fit and proper in accordance with the applicable laws.

- (ix) The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. It is made clear that the Applicant/s shall have no right to claim partition of the said Unit and/ or common areas/ facilities.
- (x) The Promoter proposes to maintain the Amenities and upkeep of the said Larger Property, until the formation of the Association and/ or Apex Association and/or Apex Associations (as may be applicable), as per the terms of this Agreement, by its nominated Maintenance Agency. The Promoter and/ or the Maintenance Agency shall make provisions for payment of CAM Charges as outgoings to the Association and/ or Apex Association and/or Apex Associations (as may be applicable) for the purposes of maintenance of the Building and Amenities in the Phase II Project and the Larger Property.
- (xi) The Applicant/s hereby agrees and undertakes that he/she/they shall pay the insurance premium of the said Unit and proportionate area of the Phase II Project, from such date as intimated by the Promoter and the same is in addition to Consideration.
- (xii) The Applicant/s have represented and warranted to the Promoter that the Applicant/s is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Unit as and when demanded by the Promoter. The Applicant/s understands and agrees that in the event they apply for a home loan to any Bank/Financial institution, they shall do so at their sole cost, liability, risk and consequences. The Applicant/s further agrees and understands that it shall not be the responsibility or liability of the Promoter to make timely arrangements or facilitate in any manner whatsoever the sanction and disbursement of loan to the Applicant/s. Further, the Promoter shall not have any financial obligation / liability towards such financial institution / bank etc. and the Applicant/s shall always keep the Promoter fully indemnified and harmless against the same and execute any undertaking/ declaration / tripartite agreement as may be required by Promoter in this regard.
- (xiii) The Applicant/s hereby agrees and confirms that if the Promoter so desires, he shall be entitled to create security on the said Larger Property and the said Land together with the buildings being constructed thereon (including the Building) by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof, save and except the Unit allotted herein. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds, save and except the Unit. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment of lease of the Larger Property (or any part thereof) and buildings constructed thereon in favour of the Association or Apex Association in accordance as mentioned in the Agreement. The Applicant/s hereby gives express consent to the Promoter to raise such financial facilities against security of the said Larger Property and the said Land together with the buildings being constructed thereon (including the Building) and mortgage the same with Banks and/ or Financial Institutions as aforesaid, save and except the Unit agreed to be transferred hereunder.
- (xiv) In the event the Applicant/s brings to the notice of the Promoter any structural defect/s within a period stipulated under applicable law, it shall wherever possible be rectified by the Promoter without further charge to the Applicant/s. However, the Parties agree and confirm that the decision of the Promoter's Architect shall be final and binding in deciding whether there is any actual structural defect in the Unit or Building or defective material being used or regarding workmanship, quality or provision of service. The Promoter shall be discharged from their liability as aforesaid in the event the Applicant/s carries out any structural modifications, alterations at its own accord and/or if the Applicant/s makes any changes in the structure, location, use and type of the areas, utilities and specifications and fixtures in the said Unit. Additionally, the Promoter shall not be liable in case of the following :

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- a) Structural defects caused or attributable to the Applicant/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose
  - b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
  - c) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.
  - d) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind including by terrorists etc.
  - e) Structural defects occurring in the Unit or unit that has undergone civil renovations.
- (xv) The Applicant/s along with other unit owners of the said Phase II Project shall join to form and register an Association or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "**Association**") to be known by such name as the Promoter may decide and sign and execute the membership application form and other papers. No objection shall be taken by the Applicant/s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit owners in complying with the above.
- (xvi) The Promoter shall at its discretion, as prescribed under the applicable laws, form an apex Association (being either an Association or society or association or condominium or a limited company, as determined by the Promoter) ("**Apex Association**") for the entire development of the said Larger Property or separate apex Association (being either an Association or society or association or condominium or a limited company) ("**Apex Associations**") for each of residential and commercial zones and/ or such other authorized development zones, as the Promoter may deem fit, for the purposes of effective maintenance and management of the entire Larger Property including for common areas and amenities of the Larger Property at such time and in such a manner as the Promoter may deem fit to be known by such name as the Promoter may decide, within such period as may be prescribed under the applicable laws.
- (xvii) In case during the course of construction and/or after the completion of the Phase II Project, for better planning, further construction on any portion of vacant land becomes possible, the Promoter shall be entitled to take up such further construction and the Applicant/s shall have no objection for the same if not affecting the Unit.
- (xviii) No reimbursement or deduction in the value of Unit shall be considered by the Promoter in case the Applicant/s desire/s (with prior written approval/consent of the Promoter) to do some modification works in the interior of the said Unit.
- (xix) The Promoter shall not be liable to the Applicant/s for any details, information and representations provided such Real Estate Agency /Broker/ Channel Partner, which are incorrect and not provided in this Application/ Agreement.
- (xx) In the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality. Natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- (xxi) The Applicant/s confirm that they have not relied upon the interiors depicted / illustrated in the sample flat or show flat and agree and understand that the same is shown only as a suggested layout without any obligation on the part of the Promoter to provide the same. The Applicant/s further understands and acknowledges that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification for any Unit and/or service and the Applicant/s has not relied on the same for purchase of the said Unit.
- (xxii) The Applicant/s declares and confirms that the monies paid/payable by the Applicant/s under this Application Form towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled

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offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively "**Anti – Money Laundering Regulations**"). The Applicant/s authorizes the Promoter to give his/ their personal information to any statutory authority as may be required from time to time. The Applicant/s further affirms that the information/ details provided herein is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Applicant/s further un-equivocally agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Application Form and Agreement to Sub Lease. Upon such termination the Applicant/s shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter. In the event of such cancellation/termination, the monies paid by the Applicant/s shall be refunded by the Promoter to the Applicant/s subject to the forfeiture clause and in accordance with the terms of this Application Form only after the Applicant/s furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Applicant/s.

- (xxiii) All correspondence will be made with First Applicant at the address for correspondence on the Promoter's record initially indicated in this Application Form. Any change of address will have to be notified in writing to the Promoter at its registered office and acknowledgement obtained for such change. In case there is a joint Applicant/s, all communication shall be sent by the Promoter to the First Applicant and which shall for all purposes be considered as served on all the Applicant/s.
- (xxiv) Upon forwarding the Agreement to Sub Lease to the Applicant/s by the Promoter does not create a binding obligation on the part of the Promoter or the Applicant/s until, firstly, the Applicant/s signs and delivers the Agreement with all the schedules along with the payments due as stipulated in the payment schedule within 30 (thirty) days from the date of receipt by the Applicant/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Applicant/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Applicant/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Applicant/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Applicant/s, application of the Applicant/s shall be treated as cancelled and all sums deposited by the Applicant/s in connection therewith including the booking amount shall be returned to the Applicant/s without any interest or compensation whatsoever, subject to the forfeiture clause as stated in the Application Form or Agreement of Sale.

## 9. JURISDICTION AND ARBITRATION

- (i) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force
- (ii) All disputes or differences relating or arising out of or in connection with the provisional allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
- (iii) If the disputes or differences between the Parties as mentioned above remain un-resolved shall refer the matter to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only a sole arbitrator nominated mutually by both the parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held at New Delhi. The proceedings shall be conducted in English language. Costs and expenses for such arbitration proceedings shall be equally borne by the parties.
- (iv) This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and

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governed according to the laws of India and the Civil Courts at Gautam Budh Nagar shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.

(v) The above clause shall survive the termination and/ or cancellation of this transaction.

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