

RERA REGISTRATION NO:-UPRERAPRJ#####

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BOOKING BOOKLET

residential project "MAHAGUN" ("Project") being developed by M/s Aura Infra Biz LLP ("Company").

2.

The said Project is being developed over the land more particularly mentioned in Annexure-B ("Project Land") and as per the plans, approved by the Greater Noida Industrial Development Authority (GNIDA) 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 the Applicant as per details mentioned in Annexure-C. The Company reserves the right to make minor changes or alterations in the layout plans, building plans, designs, and specifications, as may be required by any Authority(ies) or as deemed necessary by the Company for the overall betterment of the Project, without any additional cost to the Applicant. However, any major changes or alterations affecting the Apartment's area or configuration will be made only with the Applicant's prior consent and in compliance with Applicable Laws.

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 represents and warrants that all information provided in this Application is true, complete, and accurate. The Applicant is legally competent to make and submit the present Application for the allotment of the Apartment and there is no legal or contractual impediment or restriction on the Applicant making this Application, the payment tendered hereunder and/or perform all obligations as stipulated 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 Apartment and the Project 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 to the Project and the Project Land and with the full knowledge and understanding of all Applicable Laws/notification and applicable rules in general, including but not limited to the Apartment Act, and the RERA,
9. The Applicant acknowledges and understands that the submission of this signed Application and/or the receipt of the amounts paid by the Applicant, by the Company shall not constitute a right to allotment of an Apartment in favour of the Applicant. The Applicant further understands that this Application neither constitutes any binding contract/ agreement to sell the Apartment 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 Apartment in my/our favour. The Applicant 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 Agreement for Sale 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 Apartment 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 accepts this Application to allot the Apartment, the Applicant agrees that the Agreement for Sale shall be executed by the Applicant in accordance with the provisions of RERA within 30 (thirty) days from the date when the Applicant has paid 10% (ten percent) of the price consideration as per the payment plan mentioned in Annexure C is paid by the Applicant.
12. The Applicant understands that once submitted, this Application cannot be revoked/withdrawn by the applicant. The Company reserves the right to accept or reject this Application and/or cancel the allotment of the Apartment prior to the execution of Agreement for Sale at its own

discretion. In such an event, the Company shall forfeit the Application Money paid by the Applicant to the Company. If the Applicant does not execute the Agreement for Sale within the time stipulated by the Company for this purpose, then the entire Earnest Money shall be forfeited by the Company; and I/we shall be left with no right, interest, claim or lien on the said proposed Apartment or its booking or otherwise on the Company in any other manner whatsoever

13. The Applicant hereby agrees and acknowledges that the rights of the Applicant will be restricted to the Apartment and Common Areas/ Limited Common Areas in the Project only, as provided in RERA and the Apartment Act. The Applicant shall not have any right, title and interest in the Independent Areas, within the meaning of the Apartment Act, 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/dispose off 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 the Apartment Act and the RERA shall be entitled to construct modify/redevelop the Independent Areas from time to time.

14.

The Applicant understands that in addition to the sale consideration as set out in the payment plan at **Annexure-C**, the Applicant shall also be liable to pay all the charges demanded by the Company as well as any introduction of new taxes, charges, fees, levies and/or revisions/enhancements in the statutory charges, 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** hereof. It is clarified that if there is any change in Applicable Laws, after the date of this Application that affects the Company's ability to perform its obligations or increases the cost of performance, the Company shall be entitled to recover such additional costs from the Applicant.

15. The Applicant shall pay the sale consideration and other charges of the Apartment on the basis of "Carpet Area" which has been elaborately defined and explained in **Annexure B** as per RERA. The sale consideration (per square feet) of the Apartment is firm, save and except as provided herein.
16. The Applicant agrees to pay the maintenance charges for the upkeep and maintenance of the common areas and facilities in the Project, as determined by the Company or the Apartment Owner's Association. The Applicant shall also comply with the rules and regulations set by the maintenance agency or the Apartment Owner's Association.
17. The Applicant further understands 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 the building plans and related approvals of the Project accordingly and in compliance with Applicable Laws.
18. The Applicant confirms that all correspondence with the Applicant should be done by the Company 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 all the Applicants regarding the contents therein.
19. The Applicant shall not assign or transfer their rights or obligations under this Application without the prior written consent of the Company.
20. The Applicant, if resident outside India being non-resident/person of Indian origin/overseas citizen of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under the Agreement for Sub Lease. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

21. The Company accepts no responsibility in regard to matters specified above. The Applicant shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant subsequent to the signing of Agreement for Sub Lease, it shall be the sole responsibility of the Applicant to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Applicant and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Applicant only.

22. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Applicant 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 said apartment 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 said Apartment. 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 compliance 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 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 Apartment. Any delay, shortfall in or denial of any payment to the Company shall be to the risk and consequences 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 to take the original executed Sub-Lease Deed. The Applicant shall be responsible and liable for making all payments to the persons whom he/she/they has/have borrowed the money and shall indemnify and keep indemnified against all claims made against the Company or the Apartment by such persons.

23. The Applicant acknowledges and agrees to comply with all applicable laws and regulations pertaining to the prevention of money laundering and the prohibition of benami transactions. The Applicant expressly agree that:

- (a) No transaction under this Application shall involve benami property as defined under the Benami Transactions (Prohibition) Act, 1988 and its subsequent amendments.
 - (b) The Applicant shall adhere to the provisions of the Prevention of Money Laundering Act, 2002 ("PMLA"), including but not limited to, maintaining proper records, providing necessary disclosures, and cooperating with relevant authorities in case of any investigation or inquiry under the PMLA.
 - (c) In the event that any Party is found to have engaged in benami transactions or money laundering activities, such actions shall constitute a material breach of Agreement for Sub Lease. The affected Party reserves the right to terminate the allotment and the Agreement for Sub Lease immediately and seek appropriate legal remedies, including indemnification for any losses, damages, or penalties incurred due to such violations.
24. The Applicant agrees that any funds received or utilized in connection with this transaction are not derived from or used for any illicit or illegal activities. In case of any suspicion or knowledge of such activities, Applicant shall immediately report the same to the relevant authorities and notify the Company.
25. The Applicant agrees to keep confidential all information, documents, and communications received from the Company in connection with this Application and the Agreement for Sale and shall not disclose the same to any third party without the prior written consent of the Company
26. 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.
27. The Applicant hereby confirms that it has made the payment of the Application Money (the money tendered with this Application Form) towards the Flat, details whereof are as under:

Payment Type	Bank Name	Amount (Rs.)	Branch	Cheque No. /DD No. /RTGS / NEFT Transaction ID

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The Applicant has clearly understood and agreed that this Application Form will be processed by the 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)

IN CASE OF INDIVIDUAL

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.			
Residential Status: Resident [] Non Resident [] Person of Indian Origin []			

Nationality, Passport No.Date of Issue.....

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

**ANNEXURE-A DETAILS OF
THE APPLICANT**

Photograph (Second Applicant)

2. SECOND CO-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.			
.....			
Residential Status: Resident [] Non Resident [] Person of Indian Origin []			

Nationality, Passport No.Date of Issue.....

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

**ANNEXURE-A DETAILS OF
THE APPLICANT**

Photograph (Third Applicant)

3.

THIRD CO-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.			
Residential Status: Resident [] Non Resident [] Person of Indian Origin []			
Nationality, Passport No.Date of Issue.....			

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 ..

Notes - For additional co-applicant(s) use separate sheet

IN CASE OF COMPANY / PARTNERSHIP FIRM / HUF

Name	
Date of Incorporation / Formation	
PAN / CIN / LPPIN	
Registered Office Address	
Name of Authorized Representative /Partner/Karta/Trustee	

*M/s a partnership firm
duly registered under the
Indian Partnership Act 1932,

through its partner authorised by resolution

dated.....Shri/Smt.....

(Copy of the resolution signed by all Partners required). PAN/TIN:Registration
No.....

OR

**M/s a Company registered under the

Companies Act, 1956, having its corporate identification no.....and having its
registered office at.....through

its duly authorised signatory

Shri/Smt.....authorised by
Board resolution

dated. (copy of Board Resolution along with a certified copy of Memorandum & Articles
of Association required). PAN:.....

(**Delete whichever is not applicable)

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.

APPLICANT(S) WHETHER PIO / NRI / OCI	
<p>(i) <i>Whether the Applicant(s) is NRI?</i></p> <p><i>Whether the Co - Applicant(s) is NRI?</i></p> <p>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</p>	<p>Yes / No</p> <p>Yes / No</p> <p>(Tick as applicable)</p> <p>(Signature/s of Applicant(s))</p>

<p>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.</p>	
<p>(ii) <i>Whether the Applicant(s) is PIO?</i></p> <p>Whether the Co - Applicant(s) is PIO?</p> <p>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.</p>	<p>Yes / No Yes / No (Tick as applicable)</p> <p>(Signature/s of Applicant(s))</p>
<p>(iii) <i>Whether the Applicant(s) is OCI?</i></p> <p>Whether the Co - Applicant(s) is OCI?</p> <p>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</p>	<p>Yes / No Yes / No (Tick as applicable)</p> <p>(Signature/s of Applicant(s))</p>

shall keep Company informed about any change in the above status.	
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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.

ANNEXURE-B

DISCLOSURE

I. DETAILS OF THE PROJECT LAND AND LAYOUT

1. Description of the Project land:

- (i) That, the consortium member i.e., Grand Realtech Limited and its associate companies (hereinafter collectively referred to as “Consortium”) had applied to GNIDA for allotment of Plot No. GH-04, Sector-12, Greater Noida (West), District- Gautam Buddha Nagar, Uttar Pradesh, admeasuring approx. 60,000 Square Meters (hereinafter referred to as “Larger Plot”), under the Scheme No. BRS01/2014-15.
- (ii) That, GNIDA allotted the Larger Plot, i.e., Plot No. GH-04, Sector- 12, Greater Noida (West) admeasuring 60,000 Square Meters to the Consortium vide the Allotment Letter dated 07.08.2014, bearing No. PROP/BRS-01/2014-15/1587, on the terms and conditions mentioned therein.
- (iii) That, the Larger Plot was later sub-divided into 2 (two) plots, i.e., Plot No GH-04A and GH- 04B, each admeasuring 30,000 Square Meter respectively , vide letter dated 26/04/2016 bearing No. PROP/BRS-01/2014-15/2016/561, issued by GNIDA.
- (iv) That, Plot No GH-04A, Sector- 12, Greater Noida (West), Gautam Budh Nagar, Uttar Pradesh, admeasuring 30,000 Sq. Mtrs. (hereinafter referred to as “Project Land”) was leased by GNIDA, in favour of Lotus SRS Buildtech Private Limited (“Land Owner”), vide the lease deed dated 28th April, 2016, bearing document No. 20344, in Book No. 1, Volume No. 10907 on pages 331 to 374, duly registered in the office of Sub Registrar Sadar, Gautam Buddha Nagar on 29th April, 2016 (“Lease Deed”), on the terms and conditions mentioned therein.
- (v) That, the Land Owner took the possession of the Project Land on 20th May, 2016, vide the Possession Letter dated 20th May, 2016 bearing No. Prop/BRS/2016/710.
- (vi) Pursuant to the said Lease Deed, The Land Owner was seized and possessed of or otherwise well and sufficiently entitled to and had the absolute and exclusive right to the Project Land, and was in exclusive physical possession, use, occupation and enjoyment of Project Land and had full power and authority to deal with the Project Land in the manner as it may deem fit, subject to the terms of the said Lease Deed.
- (vii) The Floor Area Ratio (“FAR”) currently available on the Project Land as per the Applicable Law / Zoning Plan of GNIDA, is 3.5 (“Project FAR”). The Project Land also has the provision of 5% Green Building FAR, Future FAR & Transit Oriented Development (TOD)/Metro FAR etc. which may be consumed at any later stage by the Company in future expansion forming part of the project.
- (viii) The Applicant acknowledges that the Company is within its sole discretion and authority to carry out further construction / expansion in the left-out area based on the future FAR in the Project in accordance with the sanction plans. The Company agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the RERA Act, 2016 and other laws as applicable. The drawings and the plans of the Project have been displayed at the site office of the Project, at the marketing & sale office and on the official website of the Company and also the website of UPRERA Authority.
- (ix) By virtue of the Joint Development Agreement dated [●] executed between the Land Owner and the Company [●] (hereinafter called the “JDA”), all the development rights in relation to the Project Land including but not limited to the possession and

enjoyment of the Project Land, right to construct, develop, market and sell the Project on the Project Land and such other rights as specified in the said JDA has been granted by the Land Owners to the Company. These rights include full and exclusive authority to the Company to plan, design, and construct residential and/or commercial buildings, infrastructure, and amenities on the Project Land in accordance with approved plans and Applicable Laws. The Company is authorized to enter and enjoy the Project Land, undertake construction activities, and perform all necessary actions for the Project's development. Furthermore, the Company holds the exclusive right to market and promote the Project, utilizing various channels to attract potential buyers and investors, and to sell and allot Apartments within the Project including entering agreements for sale, executing sale deeds/lease deeds, and transferring ownership in compliance with the terms of the JDA and Applicable Laws. The Company may engage third-party contractors, consultants, architects, engineers, and professionals as needed for Project development, marketing, and sales activities. The Company has the financial authority to manage all aspects related to Project development and sales, including collection of payments, fund management, and resource allocation.

2. Description of Encumbrances (if any) on the Project and the Project Land: As per Schedule II of this Application.

II. APPROVALS

The Company commits to full compliance with all Applicable Laws, regulations, and statutory requirements throughout the Project's lifecycle, securing necessary approvals, permits, and licenses as required.

1. Floor Plan: As per Schedule-III
2. Layout Plan: As per Schedule-IV
3. Building Permit from GNIDA: Letter bearing no. SM-25-SEP-2023:19316 dated 30/04/2024
- 4.

No Objection Certificate ("NOC") from Fire Department:UPFS/2023/99223/GBN/Gautam Budh Nagar/23646/JDdated 30/10/2023

5. Environment clearance from the State Environment Impact Assessment Authority, Uttar Pradesh: Letter bearing no.____ dated: _____.
6. Consent to establish from State Pollution Control Board, Uttar Pradesh: Letter bearing no. 202411UPPCB/Greater Noida/CTE/Greater Noida/2024dated _08/05/2024
7. NOC from Airports Authority of India: Letter bearing no. AAI/RHQ/NR/ATM/NOC/2022/960/2655-58__ dated 5/9/2023

III. DETAILS OF THE PROJECT. \)

1. Details of specifications of Apartment: As per Schedule-I

2. Registration details of the Project under the RERA.

(a) Registration no. of the Project: UPRERAPRJ _____

(b) Validity period: ___/___/_____

IV. DETAILS OF APARTMENT.

Particulars	Details
Block/Building/Tower No.	
Apartment No.	
Floor	
Type	
Carpet Area in Sq. ft. /Sq.mt.	
Built-up Area in Sq. ft. /Sq.mt.	
Balcony Area in Sq. ft. /Sq.mt.	
Super Area in Sq. ft. /Sq.mt.	
Terrace Area in Sq. ft. /Sq.mt. (if any)	
Parking (nos.)	

ANNEXURE-C

SALE CONSIDERATION AND PAYMENT PLAN

A. Components of the Total Sale Consideration & Payment Plan are as follows:

SUMMARY OF TOTAL SALE CONSIDERATION INCLUDING GST

		Basic Sale Price	Sale Consideration
Components of Unit Cost			
GST	Rate Applicable%	
	Amount Payable		
Grand Total Including GST (Rs.)			

NOTE:

- (i) The total cost as mentioned above is inclusive of car parking, Lease rent and power backup as mentioned in specification SCHEDULE-I
- (ii) In addition to above, the Applicant will be entitled to membership of Club for which no additional charges will be levied.

B. Car Parking Space

Usage Rights of Single Covered Parking	_____Nos.
Usage Rights of one back to back Covered Parking	_____Nos

C.

Other Charges (One time Possession Charges) to be paid by the Applicant at the time of offer of possession, over and above the Total Sale Consideration

Particulars	Amount
Interest Free Maintenance Security Deposit	Rs.-/- per sq. ft. on carpet area of the Apartment

Replenishment Fund		Rs./- per sq. ft. on carpet area of the Apartment
Additional Power backup (Rs. _____/- per KVA)		Additional KVA..... Rs /-
Power backup Meter / Electricity Meter Charges		Rs./-
IGL Charges		As per vendor on actual basis
FTTH Charges		As per vendor on actual basis
Administrative Charges		Rs......./-
Electricity, Water and Sewerage Connection Charges		As per department on actual basis
Advance Club usage Charges for 24 months		Rs./-
GST (As applicable)		As applicable

Plan I CLP (CONSTRUCTION LINKED PAYMENT PLAN)

Particulars	Date	Total Sale Consideration	
		%	Amount (Rs.)
Token Amount			
On Booking			

Plan II (Down Payment Plan)

Particulars	Date	Total Sale Consideration	
		%	Amount (Rs.)
Token Amount			
Booking Amount			

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Plan III(Customised Payment Plan)

Particulars	Date	Total Sale Consideration	
		%	Amount (Rs.)

MODE OF BOOKING

Direct or Channel Partner: _____

Name of the Company's sale's representative _____

Name, contact number, stamp and signature of Channel Partner (if applicable):

(RERA Registration No. _____, Valid upto _____)

FINANCE FROM BANK/FINANCIAL INSTITUTION:

YES / NO If yes, Preferred Financial Institution: _____

Notes:

1. Any additional GST, or any other statutory tax, labor cess , fee, charges , as applicable shall be payable over and above the price consideration stated above.
2. Stamp duty, registration charges, legal charges and 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.
4. If any other demand is made by any Authority in respect of the Project/Apartment 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 apartments within the residential area of the Project shall be payable by the Applicant.
5. It is the responsibility of the applicant(s) to pay TDS as per section 194IA of the Income Tax Act on each payment against the demand raised (excluding GST) in case of value of the property is Rs. 50 Lakh or above. After deposit of Tax, the certificate of deduction of tax at source form no. 16B, in original duly signed by the applicant(s) should be submitted to the company. The applicant(s) must mention the name, address and PAN No. of the company (will also be mentioned on the demand raised as per the payment plan) as stated below in Form no. 26QB:

Company Name - Aura Infrabiz LLP Permanent Account Number (PAN) BTFA6211H

RERA Collection A/c No. M/S AURA INFRABIZ LLP COLLECTION A/C FOR
_____ Payable

at par.

6. In the event, the Developer is required to refund any amounts in terms of this Application Form, the Developer may

refund such amounts in the below Bank account. I agree to update the Developer of any change in the Bank account details immediately in writing and shall not hold the Developer liable in case of my/our failure in this regard.

Name of Account Holder	Bank Account Number	Bank Name & Branch	MICR Code	IFSC Code

**ANNEXURE-D APPLICABLE
DOCUMENTS**

Documents to be submitted with the Booking Booklet by the Applicant

For Applicant being Individuals / Residents of India

- 1) Copy of PAN Card – Self Attested (for each Applicant)
- 2) Copy of Aadhar Card – Self Attested (for each Applicant)
- 3) Copy of Passport – Self Attested (for each Applicant)
- 4) Residence proof (Driver's License/Ration Card/Passport/Voters Id/AADHAAR) – Self Attested (for each Applicant)
- 5) Specimen signatures duly verified by bank (in original)
- 6) Passport-size photographs [insert number] (for each Applicant)

For Applicant being public / private limited company.

- 1) A Copy of PAN Card of the Applicant (Attested)
- 2) A Copy of PAN Card and Aadhar Card of the Signing Authority - Self Attested
- 3) Copy of Certificate of Incorporation
- 4) Copy of Memorandum & Articles of Association (MOU) duly signed by the Signing Authorities
- 5) Board Resolution authorizing the signatory of the Application Form to purchase the Apartment on behalf of the Applicant
- 6) Certified (Latest) List of Directors
- 7) Address proof of the Applicant– Duly attested
- 8) Residence proof of Signing Authority (Driver's License/Ration Card/Passport/Voters Id/AADHAAR) – Self Attested
- 9) Specimen signatures duly verified by bank of the Signing Authority (in original)
- 10) Passport-size photographs of the Signing Authority [insert number]

For Applicant being a Proprietorship Firm

- 1) Copy of PAN Card of Proprietor – Self Attested
- 2) Copy of Aadhar Card of Proprietor – Self Attested
- 3) Copy of Passport of Proprietor – Self Attested
- 4) Residence proof of Proprietor (Driver's License/Ration Card/Passport/Voters Id/AADHAAR) – Self Attested
- 5) Specimen signatures duly verified by bank of Proprietor (in original)
- 6) Passport-size photographs of Proprietor [insert number].

For Applicant being a Partnership Firm

- 1) A Copy of PAN Card of the Partnership Firm – attested by all the Partners
- 2) A Copy of PAN Card and Aadhar Card of Signing Authority - Self Attested
- 3) Address proof of Partnership Firm – Duly attested
- 4) Residence proof of Signing Authority (Driver's License/Ration Card/Passport/Voters Id/AADHAAR) – Self Attested
- 5) Specimen signatures duly verified by bank (in original)
- 6) Passport-size photographs all Partners
- 7) A Copy of Firm Registration certificate , Partnership Deed , Authority letter from the other Partners of the Partnership Firm to authorize the Partner who will be signing on the firm's behalf
- 8) Passport-size photographs (for Partner authorized to sign on behalf of the Firm)

For NRI / Foreign National of Indian Origin/ PIO

- 1) A Copy of Individual's Passport/Copy of Person of Indian Origin (PIO) card
- 2) 2 Passport-size photographs (Per Applicant)
- 3) All cheque payments should be received from the NRE/NRO/FCNR account of the customer only, or via foreign remittance.
Payment from third party accounts will not be acceptable

For HUF

- 1) List of HUF Family Members, NOC by Other members,
 - 2) HUF Copy of PAN Card (Karta) With Stamp,
 - 3) Specimen signatures duly verified by bank mentioning Karta with HUF Stamp (In Original),
 - 4) Residence Proof of Karta
 - 5) Passport-size photographs of Karta
-

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. The Applicant confirm that the Applicant or the Applicant's authorized signatory has read and understood the above instructions and each and every clause of the Application and the Applicant or the Applicant's authorized signatory now execute this Application being fully conscious of its 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.

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. All capitalized items not defined in this Clause shall have the meanings assigned to them in the other parts of this Application when defined for use in bold letters and enclosed within quotes (“”).
 - (i) **“Agreement for Sale/ Sub lease”** shall mean and refer to an agreement entered into between the Company and the Applicant upon allotment of the Apartment by the Company in favour of the Application and within 30 (thirty) days from the date on which the payment of 10% of the Total Sale Consideration is paid by the Applicant.
 - (ii) **"Apartment"** shall mean and refer to the apartment to be allotted by the Company to the Applicant and agreed to be purchased by the Applicant in the Project as per details specified in **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**;
 - (iii) **"Apartment Act"** shall mean the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
 - (iv) **"Applicant"** shall mean the person(s) applying for allotment of the Apartment whose

particulars are set out in this Application and who has appended his/her/their signature in acknowledgment of having agreed to the terms and conditions of this Application;

- (v) "**Application**" shall mean and refer to this Application executed by the Applicant including all its annexures and schedules as are contained herein and attached hereto for the request for allotment of the Apartment with the related obligations/rights of the Parties;
- (vi) "**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, Apartment or the transaction between the Parties as contemplated herein, including but not limited to the Apartment Act and the RERA;
- (vii) "**Applicable Interest Rate**" shall mean the interest at the rate equal to MCLR (Marginal cost of lending rate) on home loan of State Bank of India + 1% or any other rate of interest as may be prescribed under Applicable Laws;
- (viii) "**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 Authorities in relation to the Project/Apartment/Application, as more particularly described at **Annexure-B**;
- (ix) "**Apartment Owner's Association**" shall mean and refer to an association of apartment owners of the Project as more particularly defined under Section 3(e) of the Apartment Act with respect to the Project.
- (x) "**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 Greater Noida Industrial Development Authority (GNIDA) 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, Uttar Pradesh Real Estate Regulatory Authority, duly constituted under the RERA or any other government/ local bodies;
- (xi) "**Basic Sales Price**" or "**BSP**" shall have the meaning ascribed to such term under **Article III** of this Application;
- (xii) "**Booking Amount**" shall mean 10% (ten percent) of the Total Sale Consideration to be paid by the Applicant as per the payment plan agreed under **Annexure C** hereof and for the security for the due performance of the Applicant in relation to this Application;
- (xiii) "**Carpet Area**" means the net usable floor area of the Apartment, 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 Apartment and as more particularly defined under RERA;

- (xiv) "**Car Parking Space(s)**" shall mean and refer to the car parking space(s) designated for the exclusive use of the Applicant in the Project by the Company;
- (xv) "**Completion Date**" shall be date on which the Company contemplates to complete the construction of the Project;
- (xvi) "**Common Areas**" includes:
 - (ii) the entire Project Land;

- (iii) the stair cases, lifts, staircase and lift lobbies, fire escapes and common entrance and exits of the buildings in the Project;
- (iv) the basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (v) 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
- (vi) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy, WTP, STP areas;
- (vii) All the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (viii) all community facilities provided as per Approvals in the Project; and
- (ix) all other portion of the Project necessary or convenient for its common maintenance, safety etc., and are in common use (excluding the Limited Common Areas in the Project).
- (xvii) "**Completion/Part Completion**" shall mean the full/ part-completion of the development and construction of the respective tower/ block/project in which the subject Apartment is located, according to the provisions of Applicable Laws;
- (xviii) "**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 Sub-Lease Deed for the transfer of leasehold rights in the Apartment in favour of the Applicant upon Completion/Part Completion of the Apartment and clearance of all dues in terms hereof to the Company;
- (xix) "**Declaration**" shall have the meaning ascribed to such term in **Article II** of this Application;

- (xx) "**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;
- (xxi) "**FEMA**" shall mean the Foreign Exchange Management Act, 1999 or any amendment thereof;
- (xxii) "**Force Majeure Event**" shall mean war, flood, drought, fire, cyclone, earthquake or any

other calamity caused by nature or due to any action/order/restraint/injunction of any Authority due to any reason other than those attributable to the Company or any event or circumstances beyond the control of the Company affecting the regular development of the Project/Apartment and any event or circumstance similar or analogous to the foregoing;

- (xxiii) "**Holding Charges**" shall have the meaning ascribed to such term under **Article V** of this Application;
- (xxiv) "**Independent Areas**" means those areas in the Project which have been declared as per the Declaration but not included as part of the Common Areas and can be sold by the Company without the interference of Applicant and/or Apartment Owner's Association;
- (xxv) "**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 apartment in the Project as reserved for use of a certain apartment or apartments to the exclusion of the other apartments.
- (xxvi) "**Maintenance Charges**" shall have the meaning ascribed to such term under Article VI of this Application;
- (xxvii) "**Maintenance Deposit**" or "**IFMSD**" shall mean the interest-free maintenance security deposit payable by the Applicant towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Applicant in terms of the Project Maintenance Agreement ;
- (xxviii) "**Maintenance Service Agency**" or "**MSA**" shall mean the agency/ body/ firm/ company employed for maintenance and upkeep/ security of the Project;
- (xxix) "**Maintenance Agreement**" shall mean an agreement to be executed between the Applicant and the MSA in the standard format approved by the Company which shall be applicable and binding for all the apartment owners and occupants of the Project, for the maintenance and upkeep of the Project as a whole;
- (xxx) "**Payment Plan**" shall mean the payment plan selected by the Applicant for the payment of the Total Sale Consideration and other charges for the Apartment as more particularly described in **Annexure-C** of this Application;
- (xxxi) "**PLC**" or "**Preferential Location Charges**" shall mean the charges to be paid by the Applicant in case the Apartment is allotted to the Applicant is preferentially located.
- (xxxii) "**Possession Notice**" shall have the meaning ascribed to such term under **Article V** of this Application;
- (xxxiii) "**Possession Notice Expiry Date**" shall mean the date on which the 30 (thirty) days period following the issuance of the Possession Notice expires;
- (xxxiv) "**Project**" shall mean and refer to the project '**Mahagun _____**' being developed by the Company over the Project Land;

- (xxxv) "**Project Land**" shall mean land as detailed out in **Annexure-B**;
- (xxxvi) "**RBI**" shall mean the Reserve Bank of India;
- (xxxvii) "**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;
- (xxxviii) "**Real Estate Regulatory Authority**" shall mean Uttar Pradesh Real Estate Regulatory Authority constituted under RERA
- (xxxix) "**Sub-lease Deed**" shall mean a document duly executed and registered before the Sub – Registrar/ Registering Authority authorized by the respective State Govt for granting Registration/ sub-lease of the Apartment by the Company in favour of the Applicant for the purposes of transferring: (a) all the rights, and interests in the Apartment; and (b) the proportionate undivided interest of the Applicant in the Common Areas of the Project
- (xl) "**Statutory Charges**" shall mean and include the charges as mentioned in **Annexure-C**;
- (xli) "**Replenishment Fund**" shall mean a fund established by the Company from the deposit payable by the Applicant(s) for the purpose of replacing plants & machinery and other facilities and amenities within the Project including any other capital expenditure to be incurred within the Project / building in the Project in which Apartment is situated, post Completion.
- (xlii) "**Taxes**" shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to VAT, service tax, 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/Apartment/Application/Total Sale Consideration hereunder including even after the sale and handing over of possession of the Apartment, which shall additionally be payable and which are not included in the BSP and any other charges payable by the Applicant as per this Application and/or Agreement for Sale;
- (xlili) "**Total Sale Consideration**" shall have the meaning set forth in **Article III**; and
- (xliv) "**Transfer of Allotment**" shall have the meaning ascribed to such term under **Article XI** of this Application.

ARTICLE-II

PROJECT AND THE APARTMENT

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 residential / commercial areas along with required amenities/ facilities/ civil infrastructure/ development works as described in [●]. 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 [●].

2. The Apartment shall be located within the residential area in the Project as clearly delineated in the map attached as [●]. The details pertaining to the Apartment 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 Apartment and intimate the same to the Applicant subject to the fulfillment of all the representations, warranties, undertakings, covenants contained herein and/or under the Agreement for Sale including 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 Apartment/Project including applicable interest on delayed payments. In case the Apartment is not allotted to the Applicant on account of the Company rejecting this Application, then the Application Money 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.

The Company shall have the sole and exclusive right to allot the Car Parking Space to the Applicant and at such terms and conditions as it may consider necessary. The Applicant shall only have the limited right to use the Car Parking Space(s). The Car Parking Space(s) will be appropriately ground-marked at the time of handing over possession of the Apartment and shall

only be used to park vehicles meant for private use of the Applicant and for no other purpose. The Applicant hereby acknowledges that the said conditions with respect to Apartment is permanent in nature and shall not amended/deviated in any manner whatsoever.

4. The right, title and interest of the Applicant in the Project (including undivided and proportionate interest in the Common Areas of the Project) shall be as specified by the Company in the deed of declaration and the amended declaration (if applicable) to be submitted by the Company (in compliance with the Apartment Act) with the concerned Authority under the Apartment Act which shall inter – alia define, limit and govern such right, title and interest of the Applicant and which will be conclusive and binding on the Applicant ("**Declaration**"). The Applicant shall use the Common Areas subject to the terms and conditions which shall be more specifically described by the Company in its Declaration and subject to the bye-laws of the Apartment Owner's Association, Maintenance Agreement and provisions of the Apartment Act and the RERA.
5. The Applicant understands that the Company, as part of the Project shall construct a place for community/recreational activities which may be referred to as a 'club' or any other name that the Company may deem fit . The Applicant specifically agrees that the Applicant shall take/avail of the membership of the club and the Applicant further agrees that in such event the Applicant shall be liable to pay for the club refurbishment charges, membership charges, annual/periodic charges, usage charges and any other charges as may be decided by the Company or any other entity designated to operate, maintain and manage such club/recreational facility and the Applicant shall pay such usage charges/annual charges/periodic charges on demand. The Applicant shall be obliged to adhere to the rules, guidelines and policies for the usage of the club/recreational facility as may be applicable from time to time.
6. It is expressly stated and understood by the Applicants that the Project developed/proposed to be developed on the Project Land comprises phases consisting of multiple towers. However, the Company has obtained sanctions building plans from GNIDA for Phase 1 in the Project proposed to be developed on land forming part of the Project Plot and is more particularly delineated in the map. The remaining Phases and its towers will be developed in the future on the balance part of the Project Plot based on the revised building plan of the Project as per applicable FAR of the Project. These Phases has been shown and approved by the Authority as furture development/expansion in the sanctioned building plans. The Sub-Lessee will not have any claims or disputes of any kind regarding this future development. It is clarified that the proposed Phases to be developed in the future, will be an integral part of the Project and will share all the common areas and facilities of the Project with Phase I.
7. The Phase 1 of the Project comprising of [] towers in the Project along with other common area and facilities of the Project has been registered by the company under the provisions of the Real Estate (Regulation & development) Act, 2016 and the rule and regulations made thereunder with the Uttar Pradesh Real Estate Regulatory Authority

(UPRERA) vide Registration No. _____. It is further clarified that the proposed Phases to be developed by the Company in the future will be registered by the Company as the ____phase(s) of the Project.

ARTICLE-III

TOTAL SALE CONSIDERATION

1. The Basic Sale Price of the Apartment is as mentioned in **Annexure-C** and the Applicant undertakes to pay the same as per the payment plan selected by the Applicant in **Annexure-C**.
2. In addition to the Total Sale Consideration, 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**. The Applicant hereby agrees that the Applicant shall pay the Total Sale Consideration of the said Apartment as per the agreed payment plan/schedule annexed as **Annexure-C** with this Application. The Company shall issue the demand as per the timelines mentioned in the agreed payment plan or as per the completion of any milestone.
3. It is clarified that any Statutory charges payable by the Company to the Authorities directly or indirectly in relation to Project / Apartment, including electricity, disposal of garbage, water, sewer, road, and other facilities in the Project and/or Apartment shall be proportionately paid by the Applicant separately as per the demand raised by the Company.
4. The Total Sale Consideration above includes Taxes (consisting of tax paid or payable by the Company by way of GST and other Taxes which may be levied, in connection with the Said Land and/or construction of the Project payable by the Company, by whatever name called) up to the date of handing over the possession of the Apartment to the Applicant and the Project to the association of Applicants or the competent authority, as the case may be, after obtaining the Completion / Part Completion certificate;

Provided that in case there is any change/modification/increase in the Taxes (including but not limited to any development charges, infrastructure charges, lease rent and / or any increase in charges / taxes / levies etc., are levied on the Company in relation to the Project/Said Land/Apartment and/or the transaction contemplated hereunder) before the expiry of the scheduled date of completion of the Project as per registration with the Real Estate Regulatory Authority, which shall include the extension of registration, if any, granted to the said Project (or

any part thereof) by the Real Estate Regulatory Authority, as per the Act, the subsequent amount payable by the Applicant to the Company shall be increased/reduced based on such change/modification.

The Company shall provide to the Applicant the details of the Taxes paid or demanded along with the acts / rules / notifications / demand letter / notice together with dates from which such taxes / levies etc. have been imposed or become effective.

The Applicant shall make payments as and when demanded by the Company and / or as per the Payment Plan agreed hereunder

Provided further that if there is any increase in the Taxes after the expiry of the scheduled date of completion of the Project as per registration with the Real Estate Regulatory Authority, which shall include the extension of registration, if any, granted to the said Project (or any part thereof) by the Real Estate Regulatory Authority, as per the Act, the same shall not be charged from the Applicant.

5. Any tax/levies, labour cess, farmer compensation, lease rent, or any other demands levies including but not limited to any development charges, infrastructure charges etc. are levied on the Company and/or its successors with respect to the Project and/or any taxes/levies/development charges/infrastructure charges etc. becomes retrospectively applicable in relation of the Project and/or the Apartment and the Company is required to pay such taxes/ development charges/infrastructure charges etc. 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 Apartment and the Applicant further agrees that even after the execution of Sub-Lease Deed, for such demands, the Company shall have the lien on the Apartment to the extent of the amount not paid by the Applicant.

6. The timely payment of the amounts specified in **Annexure-C** and in various Articles of this Application, is an integral pre-requisite 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 Apartment in terms hereof, the default payment shall attract interest at Applicable

Interest Rate as defined here in above from the date when such amounts become due for payment until the date of receipt by the Company.

7. The Total Sale Consideration is escalation-free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of in the land premium, lease rent, rate of Taxes (including additional Taxes, and charges), and / or development charges/fee payable to the Authority and/or any other increase in charges and/or any other cost, charges, demand, additional farmer's compensation, labour cess etc. which may be levied or imposed by the Authority (including any Court or Tribunal) from time to time. The Company undertakes and agrees that while raising a demand on the Applicant for increase in such charges by the Authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant. Provided that if there is any new imposition or increase of any development fee / charges, etc. after the expiry of the scheduled date of completion of the Project as per registration with the Real Estate Regulatory Authority, which shall include the extension of registration, if any, granted to the said Project by the Real Estate Regulatory Authority, as per the Act, the same shall not be charged from the Applicant.
8. The Total Sale Consideration of Apartment includes, recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, etc., more specifically as stated in this Application and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project, including the Limited Common Areas, if any, and excluding the Independent Area.
9. In case the Applicant wishes to finance the purchase of his Apartment 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 payment schedule. The Applicant shall be solely responsible to ensure the disbursement of payment to the Company.
10. The If due to any change in the layout / building plan, the Apartment ceases to be in a preferential location as was otherwise agreed between the Parties in writing, the Company shall refund the preferential location charges, if any paid by the Applicant and such refund

shall be adjusted in the last instalment payable under the Payment Plan without any interest. However, if the Apartment subsequently becomes preferentially located, the Applicant shall pay additional preferential location charges to the Company, in the manner as demanded by the Company.

11. If there is any increase in the Carpet Area, which is not more than 3% (three percent) of the Carpet Area of the Apartment, allotted to Applicant, the Company may demand that from the Applicant as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square foot/square meter as agreed in Annexure-C.
12. 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.
13. 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 Apartment 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 Apartment 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 Apartment. 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 Apartment. 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 Sub-Lease 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 Apartment by such persons.

14. The Applicant hereby agrees that the sale of the Apartment is subject to the occurrence of a Force Majeure condition or happening of events which the Company could not have reasonably prevented or controlled.

ARTICLE-IV
CHANGE IN AREA OF APARTMENT/ DETAILS OF
PROJECT

1. The Company shall develop and complete the Project in accordance with the sanctioned plans and layout plans as approved by the competent authorities.
2. If there are any additions or alterations to the sanctioned plans, layout plans, specifications, or the nature of fixtures, fittings, and amenities described therein in relation to the Apartment, or if there are any structural changes, including but not limited to additions to the area, changes in height, removal of part of a building, or changes to the structure (such as the construction/removal/cutting into any wall, partition, column, beam, joist, floor including a mezzanine floor, or any other support), or changes to or closing of any required means of access, ingress, or egress, or changes to fixtures or equipment, the Company shall obtain the prior consent of the Applicant. Such changes shall be carried out in accordance with Applicable Laws, including but not limited to the relevant building bye-laws.
3. For any other alterations or additions to the sanctioned plans, layout plans, and specifications of the buildings or the common areas within the Project, the Company shall obtain the prior written consent of at least two-thirds (2/3) of the Applicants or as prescribed in such building(s) in the Project who have agreed to take apartments in such building, before undertaking any change.
4. The Company may make minor additions, alterations, or changes as may be required by the Applicant or as per the provisions of RERA.
5. It is agreed that after undertaking any change as described in this Article, the Company shall, to the extent necessary, update the information pertaining to the

Project as displayed on the Real Estate Regulatory Authority's website.

6. The Applicant acknowledges and agrees that upon the Company having complied with the procedures set forth in Articles 2, 3, 4, and 5 above, the Applicant shall comply with the revised terms and conditions of the allotment, including the payment of any increase in the Total Sale Consideration of the Apartment as a result of such changes.

ARTICLE-V CONSTRUCTION OF THE APARTMENT

1. The Company shall develop and construct the Apartment based on the approvals, as stated in **Annexure-B** of this Application.
2. Subject to the term in this Application, the Company undertakes to strictly abide by the Approvals, bye-laws, FAR and density norms and provisions prescribed by the Apartment Act and shall make any variation/alteration/modification in such plans, specifications, fittings, fixtures other than in the manner provided under the Act.
- 3.

Subject to the terms and conditions of this Application, timely payment by the Applicant(s) of the Total Sale 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 Apartment and issuance of the Possession Notice of the Apartment 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 as disclosed in RERA registration (**UPRERA#####**). If the Company fails to complete the Apartment by the end of the Completion Date and subject to the occurrence of a Force Majeure Event & extension granted by the Real Estate Regulatory Authority, it shall be liable to pay to the Applicant compensation calculated at the Applicable Interest Rate over the amount received by the Company till the date on which the Apartment is offered for Possession to the Applicant.

4. Subject to Applicant performing all obligations mentioned in the Agreement for Sale, the Company shall issue a written notice within a period of 60(sixty) days from the date of

issuance of occupancy certificate/Part Completion Certificate/Completion Certificate by GNIDA ("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::

- (a) Pay any unpaid amounts of the Total Sale Consideration (if any), as provided under the Payment Schedule or as otherwise applicable under Applicable Laws;
 - (b) Execute the sub-lease deed;
 - (c) Pay all transfer charges, other charges, processing fees, and duties payable to the Authority on execution and registration of the Sub Lease Deed in respect of the Apartment in favour of the Applicant;
 - (d) Pay the registration charges as per Applicable Laws, lease rent (as calculated and notified by the Company at the time of payment), and advocate/deed writing charges for the execution and registration of the Sub-Lease Deed of the Apartment, as intimated by the Company;
 - (e) Pay maintenance charges, IFMSD, etc.;
 - (f) Execute necessary indemnities, undertakings, Maintenance Agreement, and any other documents as may be required or suggested by the Company in respect of the Unit and get the same stamped and registered as required under Applicable Laws with the jurisdictional Sub-Registrar upon payment of applicable stamp duty and other applicable charges directly by the Applicant.
5. The Company shall, after the execution of all such documentation and receipt of all outstanding payments from the Applicant, including all dues payable under this Agreement, permit the Applicant to assume possession of the Apartment. The Applicant, after taking possession or after the Possession Notice Expiry Date, whichever is earlier, shall pay the maintenance charges, as determined by the Company/Association of Applicants/maintenance agency, as the case may be..
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 to take possession by the Possession Notice Expiry Date, the Applicant shall be liable to pay holding charges, as

determined by the Promoter, (in addition to the Maintenance Charges) from the Possession Notice Expiry Date until the actual date of taking possession of the Apartment.

7. If the Applicant fails to take possession of the Apartment for a period of 6 (six) months from the Possession Notice Expiry Date, the Company shall be entitled to cancel the allotment of the Apartment. In such a case, the Promoter will refund all monies paid by the Applicant after deducting the Booking Amount, interest on delayed payments, brokerage, other charges, holding charges, maintenance 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 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 Association 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 Apartment shall be the responsibility of the Applicant.
2. The Applicant shall execute a Project Maintenance Agreement with the Company/MSA simultaneous to the issuance of the Possession Notice by the Company in respect of the Apartment
3. The monthly maintenance charges (including insurance) shall be charged on carpet area ("Maintenance Charges"). The Maintenance Charges shall be payable by the Applicant(s) to Company/MSA and these charges shall commence from the date of taking possession or possession notice expiry date whichever is earlier. The 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
- 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 30/09/2022.

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 on ###/###/####.

4. All common area electricity (CAE), power backup, water charges (Municipal) for running all the common services shall be paid by applicant on equal basis along with club usage/operation & maintenance charges in addition to the maintenance charges mentioned above.
5. 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 the purpose. The fixed KVA load per Apartment ("**Connected Load**") for the power back-up infrastructure as per the sizes of the Apartment shall be as per applicable norms of the relevant power distribution company, and in accordance with Applicable Laws.

6. The Applicant shall be required to pay charges as specified per KVA of Connected Load as and when demanded by the Company/

NPCL as applicable and shall also pay for the monthly electrical usage charges for the power consumed in common area services 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 Apartment would be charged separately by the Company/ MSA.

7. 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 or for multipoint power supply to the Project as the case may be 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 Apartment and the Applicant agrees not to avail any other source of electricity / power for the Apartment. 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 Apartment 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.

8. 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).

9. The Company agrees and acknowledges that after the formation of the Association, the provision of maintenance services by the Company/MSA shall be subject to the consent of the Association, and if the Association chooses to terminate the provision of maintenance services by the Company/ MSA, the Applicant shall execute a fresh project maintenance agreement, with the maintenance agency appointed by the Association.

10. The Company agrees and confirms that it shall be responsible for any structural defects in the Apartment, for a period of 5 (five) years from the date of offer of possession and shall endeavor to rectify such defects within reasonable time.

ARTICLE-VII REPRESENTATIONS/COVENANTS/OBLIGATIONS

1. Applicant Representations, Warranties, Covenants, and Undertakings:

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 follows:

- (i) The Applicant shall comply with all legal requirements for the purchase of the Apartment after the execution of this Application and shall sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings, etc., as may be required by the Company/Association/MSA and/or as required by the Authority and under Applicable Laws.
- (ii) The Company shall have a first lien and charge on the Apartment in respect of compliance with 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 Sub-Lease Deed, as applicable, is executed and registered in favor of the Applicant, this Application shall not confer any right of title/ownership upon the Applicant in respect of the Apartment.

- (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, 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) The Company has named the Project as 'Mahagun _____' and reserves the right to change the name at its sole discretion. The name 'Mahagun _____' should always be used as part of the Project's name, and the Company shall have the right to display its name conspicuously as the developer of the Project. The trademark on the name/style 'Mahagun _____' shall always remain with the Company.
- (v) The Applicant shall become a member of the Association formed by the apartment owners in the Project. The Applicant shall be required to pay periodic membership/subscription charges as demanded by the Association, and sign and execute any application for membership and other necessary documents. The Applicant shall observe and perform all the rules and regulations of the Association as specified under its bye-laws.
- (vi) If the Applicant is a non-resident/person of Indian origin/overseas citizen of India governed by the provisions of FEMA and/or the foreign exchange regulations of the RBI, it shall be the Applicant's responsibility to obtain all necessary permissions/approvals/sanctions and comply with all provisions, including remittances made to the Company. All transactions related to the Apartment shall be in accordance with FEMA, statutory enactments, or amendments thereof, and the rules and regulations of the RBI or any other applicable law. The Applicant shall provide the Company with all necessary permissions/approvals/sanctions/documents as required. The Company shall not be liable for any default or negligence on the Applicant's part and the Applicant agrees to indemnify the Company against any damage, loss, cost, harm, or injury caused.
- (vii) Subject to the terms hereof, from the date of the Possession Notice and until each Apartment in the Project is separately assessed, the Applicant agrees to pay on demand all applicable taxes, levies, or charges in respect of the Project Land, Project, or Apartment, in proportion to the Carpet Area of the Apartment.
- (viii) The Applicant agrees and confirms that the Company is entitled to develop any additional contiguous land parcels as part of the Project, as per necessary Approvals from the Authority, and seek changes in Approvals as per Applicable Laws for such development, following the procedures laid down in Article IV of this Application.
- (ix) In the event of the death of the Applicant/Co-Applicant, the person on whom the rights of the deceased devolve by law of succession shall, within 30 days, notify the Company of such devolution. The successor shall be required to provide requisite documents as required under applicable law and be liable for

outstanding maintenance and other amounts due to the Maintenance Agency or any other Government Agency.

2. Company Representations, Warranties, Covenants, and Undertakings:

The Company represents, warrants, covenants, and undertakes to the Applicant as follows:

- (i) The Company is duly constituted and is validly existing under the laws of India.
- (ii) All information provided to the Applicant regarding the Apartment and the Project, including the information in the Disclosure, is true and correct to the best knowledge of the Company.
- (iii) The Company has duly registered the Project with the Real Estate Regulatory Authority and obtained a registration number for the Project, as described in the Disclosure at Annexure B of this Application.
- (iv) The Company has obtained suitable insurance coverage for its title over the Project Land and the construction of the Project, in accordance with Applicable Laws, including RERA.
- (v) The Company shall comply with the applicable disclosure requirements under RERA, including uploading accurate information about the Project on the website of the Real Estate Regulatory Authority.

ARTICLE—VIII INDEPENDENT AREAS

The Applicant hereby agrees and acknowledges that other than the Project 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 commercial, offices, retail spaces, restaurant, etc. as more particularly described in Annexure [●] hereof 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 Project, however, notwithstanding anything contained herein and/or otherwise, 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 and is informed and agrees that his ownership and rights are limited to the specific

Apartment, and Common Areas, and they have no claim or interest in the Independent Areas, which the Company can manage and dispose of independently.

ARTICLE IX CANCELLATION OF THE APPLICAION

1. The Application is only for provisional booking of an Apartment in the Project. This Application does not convey in favour of Applicant(s) any right, title or interest of whatsoever nature unless and until the Sub Lease Deed is executed in favour of the Applicant(s).
2. The booking shall be confirmed by the Company only when the Applicant(s) pay the Booking Amount with applicable taxes. If the Applicant(s) fails to pay this Booking Amount within the time stipulated by the Company in this regard, the Application shall be rejected by the Company. Upon the Company being satisfied with the Application made by the Applicant, it shall issue a provisional allotment letter in favour of the Applicant confirming the provisional allotment of the Apartment on the terms and conditions as stipulated thereto.
3. After payment of the Booking Amount and subject to the compliance of the terms of the Application and the allotment letter, the Applicant(s) shall get the Agreement for Sale executed from the Company, failing which the provisional booking shall be cancelled. However, it is clarified that execution of the Agreement for Sale shall not confer any claim/right to the Applicant(s) until all the terms and conditions of the Agreement for Sale are fulfilled and complied by the Applicant(s) and the execution of the Sub-Lease Deed for the said Apartment is executed in favour of the Applicant
4. Upon cancellation, all rights, interests, and claims of the Applicant in relation to the Project shall be null and void. The Applicant shall have no further claim against the Company, and the Company shall be free to deal with the Apartment at its sole discretion.

ARTICLE X 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) In case the applicant fails to make payments made by the Company as per the payment plan annexed hereto, despite having been issued notice in that regard the applicant shall be liable to pay applicable interest to the Company on the unpaid amount unless provided otherwise under the Rules. The Company must not be in default to take this benefit.

- (ii) In case of default by the applicant under the conditions listed above continues for a period beyond 3 (three) consecutive months after notice from the Company in this regard, the Company, without prejudice to any other right or remedy available to Company under applicable laws or otherwise envisaged in terms hereof, may cancel the allotment of the apartment and refund the money paid to him by the applicant by deducting the booking amount, and amount financed by the bank/financial institution to the applicant for the purchase of apartment/unit along with interest and the interest liabilities and this application shall there upon stand terminated. The Company must not be in default to take this benefit.

Provided that the Company shall intimate the applicant about such termination at least thirty days prior to such termination. 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 payments etc. The Company thereafter shall be free to resell and/or deal with the apartment in any manner whatsoever at its sole discretion. The amounts if any paid over and above the booking amount as may be applicable would be refunded to the applicants 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 apartment for all its dues payable by the applicant to the Company.

2. 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.

ARTICLE-XI 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—XII

TRANSFER OF ALLOTMENT BY THE APPLICANT

The Applicant(s) cannot transfer the allotment and/or its rights, interests and obligations under Agreement for Sub Lease in favour of a third party without the prior written permission from the Company. It is however clarified that the permission to transfer the allotment and/or Applicant's rights, interests and obligations under Agreement for Sub Lease may be granted by the Company subject to completion of (i) _____ months from the date of execution of this Agreement; and (ii) payment of _____% (_____ percent) of the Total Sale Consideration. The Company may at its sole discretion permit the same subject to payment of administrative charges by the Applicant to Company as may be as applicable from time to time and subject to Applicable Laws and notifications / directions / charges / fees of any concerned authority subject to such terms and conditions as the Company may impose and following the terms & conditions as mentioned in the Lease Deed. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment. Any such transfer or assignment shall be subject to rectification of any breach of Agreement for Sub Lease 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 and the other party in the standard format(s) approved by the Company. In case the Applicant has secured any finance/ loan against the Apartment from any financial institution/bank, a 'no objection certificate' of the financial institution/ bank will be a prerequisite for such transfer/assignment of Apartment. The Company shall always have a first right to buy back the

said Apartment at the declared sale value. The sale consideration and the terms and conditions for the above said transfer between the Applicant and the transferee shall be settled between them. The Company shall act as a facilitator not being financially benefitted and as such not liable for any consequences of such transfer. The Company shall not be involved in determining or negotiating the sale consideration and shall not derive any financial benefit from such transfer.

ARTICLE XIII 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 Apartment including mortgage of Project Land, subject to the Apartment being free of any encumbrances at the time of execution of Sub-Lease deed. The Company /financial institution/bank shall always have the first lien/charge on the Apartment 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 XIV PERMITTED USE OF THE APARTMENT

The Applicant agrees, confirms, and warrants to the Company as follows:

1. Upon assuming possession of the Apartment, the Applicant may carry out interior works in the Apartment as per their requirements and use; provided no structural alterations or modifications are made to the Apartment. This includes not breaking existing walls or constructing new walls or permanent structures that change the internal layout plan of the Apartment. Before commencing any interior work, the Applicant shall obtain prior written consent from the Company/MSA/Association and adhere to their specified directions and requirements. No alteration work shall be carried out by the Applicant without obtaining prior written permission from the Company/MSA/Association. The Applicant shall ensure that no work carried out by them will in any manner affect the apartments of other owners or Common Areas. In the event any damage is caused to other apartments or Common Areas, the Applicant shall be solely responsible for making good such damage at their own risk and cost, and shall indemnify the Company at all times. Any internal works carried out in the Apartment shall not cause damage to the Apartment, electrical systems, plumbing, and fire-fighting systems. The operating electrical load of all appliances installed inside the Apartment

(e.g., ovens, air conditioners, coolers, water heaters, convectors, microwave ovens, refrigerators, televisions, lighting, and other fixtures and fittings) shall not exceed the electrical load provided for the Apartment and shall not pose any risk or hazard of fire. Any damage caused to other apartments or the Common Areas due to such internal works shall be made good at the cost of the Applicant.

2. The Applicant agrees and undertakes not to display any name, address, signboard, name-plate, neon-light, publicity material, advertisement material, billboards, or hoarding on the external façade of the Apartment or anywhere outside the Apartment.
3. The Applicant shall maintain the Apartment in good order and shall ensure timely and proper maintenance of all its walls, partitions, sewers, drains, pipes, and appurtenances. The cost of such maintenance shall be borne entirely by the Applicant.
4. The Applicant agrees and undertakes to use the Apartment for residential purposes and for permitted use under Applicable Laws. Furthermore, the Applicant shall not conduct any illegal or immoral activities therein. The Applicant shall abide by all Applicable Laws and guidelines as may be prescribed by the Authority/Company/Association/MSA from time to time.
5. In particular, the Applicant shall abide by the following:
 - (a) The balconies shall not be covered in any manner;
 - (b) The Applicant will not install any window shades, awnings, window grills, air conditioning/heating units, or any other equipment in the Apartment (except at designated places as may be specified by the Company) without notifying the Company/MSA/Association;
 - (c) Vehicles shall be parked only at designated Car Parking Spaces;
 - (d) The Applicant shall neither encroach upon any of the Common Areas, passages, and corridors nor obstruct any amenities/services available for common use, nor store any articles in such areas or block them in any manner whatsoever;
 - (e) The Applicant shall not do anything that alters or changes the external façade, color scheme, and texture of the Apartment and shall not put up any structure (temporary or permanent) to cover any open areas common and shared with other occupan

ARTICLE—XV
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 acknowledgment due or Speed Post or courier service or through email at the address provided in the preambular 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/they/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 XVI DISCLAIMER
FOR SHOW APARTMENT**

1. The Company may construct the Show Apartment in respect to the said Project. The Show Apartment is intended for illustrative purposes only, to provide a visual representation of a potential finished apartment. The Show Apartment does not constitute a warranty, representation, or contractual obligation regarding the exact features, finishes, or dimensions of the actual apartment to be delivered to the Applicant(s).
2. The Applicant(s) agree(s) not to raise any claims or objections against the Company on account of variations in the materials, fittings, interiors, layout, and dimensions of the actual Apartment compared to the Show Apartment. The Applicant(s) acknowledge(s) that such variations are a normal part of the construction process and the customization of individual units.
3. The specifications and details of the actual Apartment to be delivered to the Applicant(s) will be as per the Agreement for Sale and any subsequent written agreements or addendums

executed between the Company and the Applicant(s). Any changes or customizations requested by the Applicant(s) will be subject to mutual agreement and documented accordingly.

4. Standard Fittings: The Applicant(s) agree/s and understand/s that all the materials and fittings which are exhibited in the sample apartment may vary as to its make, color, shade, shape and appearance from the ones provided in the actual apartment agreed to be constructed. Variations may occur due to changes in availability, design updates, or supply chain considerations. The actual fittings and materials used in the constructed apartment will be as per the specifications detailed in the Agreement for Sale and may differ from those displayed in the show apartment.
5. Interiors: The Applicant(s) agree/s and undertake/s that the interiors, furniture, kitchenette and fixtures in the sample apartment are provided only to give a vision of a furnished Apartment as per the advice of the interior designer. The layout of the show apartment may have been changed at some places as per the advice of the interior designer. The final interior layout and fixtures of the actual apartment may differ based on the approved construction plans and specifications detailed in the Agreement for Sale.
6. Dimensions: The Applicant(s) also agree/s and understand/s that the dimensions and the area of the said Apartment, which is agreed to be constructed, shall vary from the show apartment based on the floor, block and location of the Apartment. Such variations are due to architectural and structural design requirements specific to each unit's positioning within the building

ARTICLE—XVII JURISDICTION

The courts at Gautam Budh Nagar shall, to the specific exclusion of all other courts, alone have jurisdiction in all matters arising out of or concerning this Application, regardless of place of execution or subject matter of this Application.

DECLARATION:

The Applicant has made this Application after being 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 Apartment and the Project. The Applicant has/have 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 Apartment 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 Apartment 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.

(Schedule I)
SPECIFICATIONS OF THE
APARTMENT

Disclaimer: The colour & design of the tiles are subject to availability at the time of construction. All products such as Marble/ Granite/ Wood/Tiles have inherent characteristics of slight variation in texture color and grain variations and cracks and behavior. The extent/number/variety of the equipment/appliances and their make/brand are subject to availability at the time of construction.

(Schedule II)

Details of Encumbrance on Mahagun _____, Located at Plot No. GH-04A
Sector-12, Greater Noida(West), G.B. Nagar, Uttar Pradesh

SRN	DATE	Charge Holder	Amount (Rs.)
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1.

Description of encumbrances (if any): As per Schedule II

2. Floor Plan: As per Schedule -III

3. Layout Plan: As per Schedule-IV

ANNEXURE
TDS DECLARATION

Date:

To,

Aura Infrabiz LLP

A-19, Sector-63, Noida- 201301 (U.P.)

Subject: Declaration about TDS awareness

I/We have submitted my/our application form with Application Money for booking an Apartment in the Project Mahahun _____ being developed by Aura Infrabiz Pvt. Ltd.

I/We understand and acknowledge that since my/our Apartment's Total Sale Consideration is more than 50 lakhs, I/we are required to deduct 1% TDS on every payment that I/we make to you and make this 1% payment to the income tax department. I/We have been familiarized with the Section 194 IA of the Income Tax Act, 1961 which mandates that every property buyer must deduct 1% TDS while making installment payments for the property, effect from June 1, 2013. I/We understand that this 1% TDS needs to be credited with the central government by filling form 26QB either using online payment option or over the counter payment option.

I/We am/are fully aware that timely deduction of TDS and payment of the same to the authorities is my/our responsibility and any delay in the same will lead to my/our incurring penalty and interest to the authorities.

You have familiarized me/us with the process steps for the same and have also provided the necessary details to enable me/us to make these payments in future. I/We hereby agree and undertake to deposit the TDS with the government authorities and further to submit the signed TDS certificate in prescribed Form 16B within 15 days from the date of TDS payment to you.

I/We acknowledge that non-compliance with TDS obligations, including delayed payment or incorrect filing, may attract penalties and interest charges as per the Income Tax Act and the same shall be borne and paid by me.

I/We further understand that failure to submit the TDS and/or supply the TDS Certificate within the prescribed time period shall be deemed to be a breach of the terms of the allotment and you shall have the right to take necessary actions against me, including charging of interest as per applicable laws, etc.

In the event that Aura Infrabiz LLP incurs any costs or expenses due to my/our failure to comply with TDS obligations, I/we agree to reimburse Aura Infrabiz LLP for such costs or expenses with interest.

I/We accept the above in all respects.

Thanking you,

Name & Signature of the Customer:

(First/Sole Applicant)

(Third Applicant)

(Second Applicant)

Annexure
GST Declaration

Date:

To,

Aura Infrabiz LLP

A-19, Sector-63, Noida- 201301 (U.P.)

Subject: Declaration Letter for submission of GST Registration detail for the purpose of issuance of E-Invoice under Rule 48(4) of the CGST Rules, 2017

Ref: Application No _____ dated _____ for allotment of Flat (“Flat”) in Project “Mahagun _____ in the name of _____(First Applicant).

With reference to the captioned matter, I/we understand that as per Rule 48(4) of CGST Rules, 2017, a notified class of registered persons is required to upload specified details on Invoice Registration Portal (IRP) of GST for supplies made to registered buyers and obtain an Invoice Reference Number (IRN) and Digitally Signed QR Code from the GST portal at the time of issue of invoice. Thereafter such IRN and Digitally Signed QR Code need to be affixed on invoice to be issued by such registered person to the registered buyer (“E-invoice”).

Presently, E-invoicing is mandated from 1st October 2020 for only notified class of registered persons making supply to persons registered under GST. As informed to me/us, I / We understand that the said Rules are applicable for the Project “Mahagun _____”. I / We further acknowledge and understand that the E Invoices would be raised in the name of First Applicant only.

Given the above, I/we hereby declare that I/we are registered under GST and our GST Registration No is _____. The aforesaid GST Registration is active as on date. A copy of the GST Registration Certificate is attached herewith for your ready reference.

In this regard, I/we, our employees or representative(s) (“Representatives”) hereby confirm to do the following acts, deeds, matters and things to comply with the provisions of the GST Act including but not limited to:

- A) Confirm our GST registration status and provide a copy of the GST Registration Certificate; and
- B) Intimate for any change in GST Registration status / surrender of GST Registration on immediate basis within 15 days of such change/surrender of GST Registration

In the event of incorrect disclosure provided with respect to GST registration, its status and other details, I/We may be disallowed the benefit of claiming Input Tax credit of the GST paid. I / We also understand that it could also cause penal consequences on you for non-compliance of E-invoicing rules.

In view of the above, I/We further undertake the responsibility for correct disclosure of GST registration status and hereby indemnify and allow you to recover any cost, compensation or penal charges imposed by the GST Authorities on the Company along with applicable taxes for incorrect invoicing due to incorrect / incomplete disclosure/ detail provided by us or non-intimation of any change in GST registration status by us.

I/We accept the above in all respects.

Thanking you,

Name & Signature of the Customer:

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

ANNEXURE

GST Declaration

Date:

To,

Aura Infrabiz LLP

A-19, Sector-63, Noida- 201301 (U.P.)

Dear Sir/Madam,

Subject: Declaration Letter for No GST Registration under GST Laws for the purpose of issuance of E-Invoice under Rule 48(4) of the CGST Rules, 2017

Ref: Application No _____ dated _____ for allotment of the Flat no. _____ on the _____ floor in _____ Wing ("Flat") in the Project "Mahagun _____" in the name of _____ (First Applicant).

With reference to the captioned matter, we understand that as per Rule 48(4) of CGST Rules, 2017, notified class of registered persons have to upload specified details on Invoice Registration Portal (IRP) of GST for supplies made to registered buyers and obtain an Invoice Reference Number (IRN) and Digitally Signed QR Code from the GST portal at the time of issue of invoice. Thereafter such IRN

and Digitally Signed QR Code need to be affixed on invoice to be issued by such registered person to the registered buyer (“E-invoice”).

Presently, E-invoicing is mandated from 1st October 2020 for only notified class of registered persons making supply to persons registered under GST. As informed to me/us, I / We understand that the said Rules are applicable for the Project “Mahagun _____“. I / We further acknowledge and understand that the E Invoices would be raised in the name of First Applicant only.

I/We wish to declare that I/we am/are not registered under GST Laws and accordingly you shall not issue me/us E-invoice as prescribed under GST Laws.

I/We further agree that you have informed me/us with the requirements of E-invoicing under GST Law. I/We shall be responsible to intimate and provide GST Registration number to you whenever I/we get registered myself/ourselves under GST Law along with copy of GST Registration certificate. Further I/we shall be responsible to intimate for any change in GST Registration from time to time.

In view of the above, I/We further undertake the responsibility for correct disclosure of GST registration status and indemnify and allow you to recover any cost, compensation or penal charges imposed by the GST Authorities on the Company along with applicable taxes for incorrect invoicing due to incomplete / incorrect details provided by me/us.

We understand that updation of GST Registration in your billing and accounting system will take some time and you will update the same in your system on best efforts basis. We also understand and acknowledge that E-invoice will be issued to me/us only in case GST Registration Number and Certificate copy is provided atleast 7 working days before the date of issue of invoice for next instalment due.

I/We accept the above in all respects.

Thanking you,

Name & Signature of the Customer:

(First/Sole Applicant)
(Third Applicant)

(Second Applicant)

ANNEXURE
NRI Declaration

Date:

To,

Aura Infrabiz Pvt. Ltd

A-19, Sector-63, Noida- 201301 (U.P.)

Dear Sir,

Sub: Purchase of Unit No. _____ in the project Mahagun _____ being developed by Aura Infrabiz Pvt. Ltd.

I / We confirm that I/ We am / are Non Resident Indian (NRI) and not a citizen of Macau or Hong Kong, Pakistan, Bangladesh, Sri Lanka, Afghanistan, China, Iran, Nepal, Bhutan and Democratic People's Republic of Korea. I / We am / are eligible to purchase immovable property in India as per applicable provisions of Foreign Exchange Management Act, 1999 ("FEMA").

I / We have agreed to purchase a residential / commercial (Delete whichever is not applicable) unit in the project Mahagun _____ for my/our personal use and not for trading purpose.

I / We confirm & undertake that the remittances made / to be made by us are towards above mentioned property and NOT for Real Estate Business, or construction of farm-houses i.e., trading in land and immovable property with view to earning profit or earning income there from as per applicable provisions of FEMA. I/We declare that the funds used for this purchase are lawfully acquired and have been legally remitted to India through approved banking channels in compliance with FEMA regulations and other applicable laws.

I / We confirm and understand that it is my/our responsibility of complying with the extant FEMA provisions and I/we undertake to fully indemnify you against all losses and damages that may be caused to you on account of the funds remitted under this transaction.

I/We declare that this transaction does not violate any applicable laws, regulations, or policies of India or the country of my/our residence, and it adheres to the principles laid down under FEMA and other relevant statutes.

I/ We, at all times undertake to comply with all applicable anti-money laundering, anti-bribery, anti-corruption, counterterrorism financing, and economic or trade sanctions laws and regulations (including any sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control, the United Nations, the European Union, the Monetary Authority of Singapore and the Reserve Bank of India).

I/We confirm that the apartment proposed to be purchased is for my/our own use and benefit and not for the benefit of any third party. There are no third-party beneficiaries to this transaction.

I/We acknowledge that the ownership and title to the property shall remain with you until full payment is made and all contractual obligations are fulfilled by me/us.

I/We confirm that there are no legal restrictions, injunctions, or prohibitions preventing me/us from purchasing property in India.

I/ We further undertake that the details stated as on the date of this Declaration are true and correct and I/we shall solely be responsible for the consequences and not hold you responsible and also undertake to intimate and provide details of any change immediately, in relation to the above declaration.

Yours truly, _____

Name & Signature of the Customer:

(First/Sole Applicant)

(Third Applicant)

(Second Applicant)

CUSTOMER'S REQUEST

To,

Aura Infrabiz Pvt. Ltd

A-19, Sector-63, Noida- 201301 (U.P.)

Sub: Application for Booking of Flat NoTower in Mahagun_____.

Sir,

I/We wish to inform that I/we have applied for booking the above said apartment in your project Mahagun _____. 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 the booking of the said apartment.

Thanking you,

(Name of customer) Agent's Confirmation & Signature

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

FOR OFFICE USE ONLY

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.....

Corporate Address: Office No. A-19, Sec-63, Noida, UP-201309,0120 - 483 9900
Site Office Address: ##### Sector-12, Noida, U.P. www.mahagunindia.com

06.23

D E N C E S

RERA REGISTRATION NO:-UPRERAPRJ#####

www.up-rera.in