

APPLICATION FOR ALLOTMENT OF AN APARTMENT/ UNIT AT ESTATE 128 - II

WHEREAS leasehold land situated at Plot No. - TS-02 at Jaypee Greens Wishtown, Sector 128, Noida, Gautam Buddha Nagar, Uttar Pradesh admeasuring 40,468.56 Square Metres (“**Total Land**”) was allotted by Yamuna Expressway Industrial Development Authority (YEIDA) to the Jaypee Infratech Limited on leasehold basis for 90 Years.

WHEREAS Accord Hotels and Resorts Pvt. Ltd. thereafter executed and entered into a registered Sub-Lease Deed dated 02.12.2008 with the Jaypee Infratech Limited with respect to the said “**Total Land**”. The said Sub-Lease Deed was duly registered in the office of Sub Registrar I, Gautam Buddha Nagar, Uttar Pradesh on 02.12.2008 as document No. 4059, Book No. 1, Volume No. 1346, Page No. 361 to 406.

WHEREAS Accord Hotels and Resorts Pvt. Ltd. subsequently changed its name to Max Estates 128 Pvt. Ltd. on record of Registrar of Companies (ROC). It had further applied and received approval from YEIDA, vide its Letter No. YEA/Property/SDZ/7731/2022 Dated-30.12.2022, regarding the name change of the Company from Accord Hotels and Resorts Pvt. Ltd. to Max Estates 128 Pvt. Ltd.

WHEREAS Max Estates 128 Pvt. Ltd. (hereinafter referred to as “**Promoter**”) is developing a project on the said “**Total Land**”, in Phases.

WHEREAS The 1st Phase of the project named “**Estate 128**” is duly registered with UPRERA vide Registration No. UPRERAPRJ446459 and is presently under construction.

WHEREAS as per the policy, the Promoter had applied for grant of additional Floor Area Ratio (FAR) to New Okhla Industrial Development Authority (NOIDA). Pursuant to the said FAR application, the Competent Authority (NOIDA) has granted in-principal approval of additional FAR on the above-mentioned “**Total Land**”, vide Letter No. NOIDA/MW/2024/4213 dated 02.07.2024.

WHEREAS the 2nd phase of the project is being developed on land area admeasuring 1083.33 Square Metres (“**Project Land**”) under the name “**Estate 128 - II**” (hereinafter referred to as “**Project**”).

WHEREAS NOIDA has granted the permissions and approvals, more specifically the building plan dated 16.10.2024, to the said “**Promoter**” to carry out construction on the aforesaid allotted “**Total Land**”.


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Signature of Intending Allottee(s)

WHEREAS the “Project” comprises a residential Tower having a Basement + Ground Floor + 36 Floors besides other allied amenities as sanctioned by the Competent Authority.

WHEREAS the “Project” has been registered under the Real Estate (Regulation and Development) Act, 2016 (“Act”) with UP RERA, vide registration No.- UPRERAPRJ.....

WHEREAS the Promoter is authorized to develop and market the said “Project”, the terms & conditions of the above said Allotment/Sub-Lease Deed executed between the Promoter and Jaypee Infratech Limited shall be mutatis – mutandis applicable on the Intending Allottee(s).

WHEREAS the Promoter is fully competent to enter into the agreement regarding the said “Project”. All legal formalities with respect to the right, title, and interest of the Promoter regarding the said “Project Land” on which “Project” is constructed have been complied with.

DECLARATION

That I/we have seen all the documents of title & other relevant papers/documents, agreements, arrangements entered into by the Promoter pertaining to the aforesaid “Project” to my/our satisfaction.

I/We have also gone through the documents and information provided by the Promoter pertaining to the said “Project” on the Portal of UP RERA to my/our satisfaction.

Having pursued all above documents and information, I/we at our sole discretion apply for allotment of an Apartment/Unit in the above said “Project”.

* Applicant(s) has/have been referred to as the Intending Allottee(s).



To,

Max Estates 128 Pvt. Ltd.,
Max House, 1, Dr. Jha Marg,
Okhla, South Delhi,
Delhi-110020.

Dear Sir/Madam,

I/We request you for allotment of an Apartment/Unit (Hereinafter referred to as the "Apartment/Unit") at "Estate 128 - II" being developed by Max Estates 128 Pvt. Ltd.

I/We agree to sign and execute, as and when required, the "AGREEMENT FOR SALE/SUB-LEASE" containing the terms and conditions of Allotment of the Apartment/Unit and other related documents as prescribed, on the format provided by the Promoter.

I/We also agree to abide by the General Terms and Conditions of allotment of an Apartment/Unit in "Estate 128 - II" as given hereinbelow, which I/we have read and completely understood.

I/We remit a sum of Rs. _____ (Rupees _____) by Bank Draft/Cheque/NEFT/RTGS/IMPS/Funds Transfer No. _____ dated _____ drawn on _____ Bank payable at _____ (All drafts and cheques to be made in favor of (Max Estates 128 Pvt. Ltd. Collection A/C for Estate 128 - II) as part of booking amount for the allotment of an Apartment/Unit.

I/We understand that the expression "Allotment" wherever used in the general terms and conditions in this Application, shall always mean provisional allotment of the Apartment/Unit and the allotment shall remain provisional till such time as the "Agreement for Sale/ Sub-Lease" is unconditionally executed by me/us and returned to the Promoter.

I/We also understand and agree that this application, submitted by me/us for allotment of the Apartment/Unit shall not mean that I/we am/are entitled for allotment of the same in the said "Project". The allotment of Apartment/Unit is solely at the discretion of the Promoter and the Promoter has the right to reject any application for allotment without assigning any reason. In the event the Promoter decides to reject the application for allotment of Apartment/Unit, the Promoter



shall not be obliged to give any reason for such rejection and any such decision of the Promoter rejecting the application for allotment of Apartment/Unit shall be final and binding on me/us, the Intending Allottee(s).

I/We also understand and agree that in case the Promoter is not in a position to allot the Apartment/Unit applied for, the Promoter shall be responsible only to consider allotment of an alternative property or refund the amount deposited by the Intending Allottee(s) without any interest. However, the Promoter shall not be liable for any other damages/compensation on this account.

I/We unequivocally agree to affirm and undertake to abide by the terms and conditions of the Application as mentioned herein and further declare that the particulars/information given by me/us in this Application are true and correct and nothing has been concealed therefrom.

Note:-

1. In case the cheque comprising of the booking amount / part booking amount is dishonoured due to any reason, the Promoter reserves the right to reject the Application, without giving any notice to the Intending Allottee(s).
2. All amounts received from the Intending Allottee(s) other than resident Indians shall be from NRE/NRO/Foreign currency account only.
3. Application Form must be completed in full in English language.



DETAILS OF THE APARTMENT/UNIT APPLIED FOR ALLOTMENT

Apartment/Unit No.	
Floor No.	
Tower/Building Name	
Type	
Carpet Area	_____ Square Metres _____ Square Feet
Exclusive Balcony Area	_____ Square Metres _____ Square Feet
Total Area	_____ Square Metres _____ Square Feet
Covered Car Parking	
Power Backup Load through DG	KVA

As detailed out in Annexure-II.

Total Unit Sale Price (INR):

Applicable Taxes:

“Carpet Area” means the net usable floor area of an 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.

Explanation. — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.



“Total Area” means the area after loading of other constructed areas including the balcony and constructed common areas over the carpet area of an Apartment/ Unit which is duly mentioned in the layout plan of the Apartment/ Unit.

Payment Plan option:

Down Payment

Construction Linked Plan

As detailed out in Annexure-I.

I/We have perused the Pricelist cum payment plan and agree to pay as per the Payment Plan opted by me/us.

Place :

Date :

For Office Use Only

1. Application received by _____
2. Application accepted/rejected _____
3. Booking/Part money received vide R. No _____ Dated _____
Rs. _____ / -

Mode of Booking:

Direct Through Livewell Partner
(Agent)

(Stamp & Signature)

Sales & Marketing Department



PARTICULARS OF INTENDING ALLOTTEE

SOLE/FIRST INTENDING ALLOTTEE

Mr. /Mrs. /Ms.: _____

S/W/D of : _____

Guardian's Name (in case of minor): _____

Residential Status: Resident/Non-Resident: _____

PAN: _____

Aadhaar No.: _____

Occupation: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____

Please sign across the
Photograph

Please sign across the
Photograph

CO – SECOND INTENDING ALLOTTEE

Mr. /Mrs. /Ms.: _____

S/W/D of: _____

Guardian's Name (in case of minor): _____

Residential Status: Resident/Non-Resident: _____

PAN: _____

Aadhaar No.: _____

Occupation: _____

Address: _____

Phone/Mobile : _____

E-mail: _____

A. BIRTHDAY

i. _____

ii. _____

B. ANNIVERSARY

i. _____



IN CASE THE APPLICANT IS A COMPANY/FIRM /TRUST/SOCIETY/HUF/ANY OTHER

Name of the Applicant : _____

Through Mr./Mrs./Ms. : _____

Authorized vide Document No. : _____

CIN Registration No. : _____

PAN : _____

Aadhar No. of the Authorised Signatory : _____

PAN of the Authorised Signatory : _____

Address (Registered Office) : _____

Address (Corporate Office) : _____

Designation : _____

Dated : _____

Please sign across the
Photograph

Preferred Address for communication: Registered/Corporate office

Phone/Mobile: _____

E-Mail: _____

*Authorized signatory to affix the seal of the company/firm/trust/society along with signatures



TERMS AND CONDITIONS OF ALLOTMENT

1. That the Intending Allottee(s) shall pay the total unit sale price of the Apartment/Unit on the basis of "Carpet Area".
2. That the term "Carpet Area" shall mean the net usable floor area of an 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 "Common Areas" shall mean all such parts/areas in the entire said complex which the Allottee shall use in sharing with other occupants of the complex including common corridors and passages, services areas including but not limited to, machine/pumping set room, security/fire control rooms, maintenance offices/stores, guards cabin, generator area etc., if provided.
3. That the Intending Allottee(s) shall pay to the Promoter the entire consideration of the Apartment/Unit, as per the opted Payment Plan.

Important :- It is to be noted that the Company has not authorized any broker/property agent/sales agent/sales organizer/ LiveWell Partner to issue credit notes or any cashback schemes. No broker/property agent/ sales agent/sales organizer/ LiveWell Partner is authorized to collect cash from the Intending Allottee(s). If the Intending Allottee(s) accept any credit notes or any cash back schemes from the broker/property agent/sales agent/sales organizer or gives cash to any broker/property agent/sales agent/sales organizer/ LiveWell Partner, the Company shall not be liable for the same and Intending Allottee(s) shall do so at his/her own risk and cost.

4. That timely payment of installment as per the Payment Plan is the essence of the contract. It shall be incumbent on the Intending Allottee(s) to comply with the terms of the payment and other terms and conditions of allotment, failing which the Promoter reserves the right to cancel the above said booking after deducting the booking amount which is 10% of the total price of the unit and the balance amount (if any) will be refunded without interest. However, in exceptional and genuine circumstances the Promoter may at its sole discretion condone the delay in payment by charging interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on Home Loan of State Bank of India + 1% P.A. and restore the allotment in case such Apartment/Unit is not allotted to someone else.



5. That in the case the Project progresses ahead of schedule or is completed before time or the occupancy is handed over to the Intending Allottee(s) before the scheduled date, then the Intending Allottee(s) will mandatorily pay his/her/their dues ahead of original schedule, in accordance with the existing stipulations/actual stage wise completion of construction. No penalty/interest/costs shall be payable by the Promoter for such preponement of construction/payment.
6. That the Intending Allottee(s), if residing outside India, shall be solely responsible to comply with the necessary formalities as laid in the "Foreign Exchange Management Act" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The Intending Allottee(s) shall furnish the required declaration to the Promoter.
7. That all taxes and statutory levies/compensation presently payable in relation to Total Land have been included in the price of the Apartment/Unit. However, in the event of any further increase and/or any new tax, GST, charge, cess, duty, or levy are imposed by the government, Authority(ies), or Court Order, in future, then the same shall also be payable by the Intending Allottee(s) on a pro-rata basis.
8. That the additional compensation/price (if any) payable to NOIDA/YEIDA or antecedent owners of the said Total Land, if required to be paid by the Promoter after the allotment date of Apartment/Unit, as a consequence of any order from any Competent Authority, Government, Court of competent jurisdiction or as directed by Land Owning Agency/Statutory Body, shall be charged on pro-rata basis additionally from the Intending Allottee(s), and the Intending Allottee(s) shall make payment of the same without any demur and shall not raise any objection for the same.
9. That the Intending Allottee(s) has seen, understood and accepted the plans, designs, specification which are tentative and agrees that Promoter may affect any variations, additions, alterations, deletions, and modifications therein as it may deem appropriate and fit or as may be done by the Architect or the Competent Authority(ies).
10. That the Intending Allottee(s) further agrees and acknowledges that in the event of any variation in the Carpet Area of the Apartment/Unit, the Cost of such Apartment/Unit payable for the Carpet Area shall be recalculated upon confirmation by the Promoter and in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Intending Allottee(s) towards the



Cost of Apartment/Unit. It is hereby clarified in case of variations/additions required due to architectural and structural reasons duly recommended and verified by Project architect or engineer as per applicable laws, the Intending Allottee(s) hereby gives his/her/their consent for such variation or addition provided such variation or addition is as per the Act or rules and regulations framed thereunder.

11. That request for any change in construction specifications of the Apartment/Unit by the Intending Allottee(s) will not be entertained/allowed.
12. That the Intending Allottee(s) is/are aware that Apartment/Unit are being allotted to various persons in the Project under same terms and conditions as mentioned in this Application. The Intending Allottee(s) agrees that he/she/they will use the said Apartment/Unit only for the purpose for which the same will be allotted and shall not use the aforesaid Apartment/Unit for any other purpose which may or is likely to cause nuisance to other Intending Allottee(s) in the Project or to crowd the passages or to use it for any illegal or immoral purpose. The Intending Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment/Unit.
13. That it is hereby agreed, understood and declared by and between the parties that the Sub-Lease Deed shall be executed and registered in favor of the Intending Allottee(s) after the Apartment/Unit has been fully and finally constructed in the Project and the Completion Certificate (CC)/Occupancy Certificate (OC) is obtained as per the provisions of law and after receipt of the total sale consideration and other charges agreed herein between the Promoter and the Intending Allottee(s). Other connected expenses i.e., cost of stamp duty for registration of Sub-Lease Deed, registration charges/fee, miscellaneous expenses and advocate legal fee/charges shall be borne and paid by the Intending Allottee(s). After the registration of Sub-Lease Deed in favor of the Allottee(s), the possession of the Apartment/Unit shall be handed over to the Allottee(s) by the Promoter.
14. That until a Sub-Lease Deed is executed and registered, the Promoter shall continue to be the owner of said Apartment/Unit and also the construction thereon and the allotment of the Apartment/Unit shall not give, to the Intending Allottee(s), any rights or title or interests therein even though all payments have been received by the Promoter. The Promoter/Financial Institution/Bank shall have the first lien and charge on the said Apartment/Unit (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable.



15. That the Intending Allottee(s) agree(s) and undertakes that before or after taking possession of the Apartment/Unit or at any time thereafter, he/she/they shall have no right to object against the Promoter for construction or continuing with the construction of the other buildings adjoining to or otherwise in the Project.
16. That the Intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Apartment/Unit) in the complex, as determined by the Promoter or its nominated Maintenance Agency.
17. That the Intending Allottee(s) shall make timely payments of all the bills on account of electricity, as consumed by them to the Promoter/its nominated Maintenance Agency or any Authority, as the case may be and Maintenance charges or any other charges etc. for providing such services to the Promoter/its nominated Maintenance Agency.
18. That the Intending Allottee(s) shall permit the Promoter or their representatives, as and when required to enter his/her/their Apartment/Unit for the purpose of performing installations, alterations, or repairs of mechanical or electrical services, and that such entry will be at a time convenient to the Promoter/Intending Allottee(s). In case of an emergency, such a right of entry in favour of the Promoter and/or its nominated Maintenance Agency shall be immediate.
19. That the Intending Allottee(s) shall get his/her complete address registered with Promoter at the time of booking and it shall be his/her responsibility to inform the Promoter by registered AD letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those ordinarily reach such address and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur thereon. In all communications the reference of Apartment/Unit booked must be mentioned clearly.

That in case there are joint Intending Allottee(s), all communications shall be sent by the Promoter to the Intending Allottee(s) whose name appears first and at the address given by him/her for mailing and which shall, for all purpose be considered as served on all the Intending Allottee(s) and no separate communication shall be necessary to be sent to the other named Intending Allottee(s).



20. (i) The Intending Allottee(s) shall not be entitled to get the names of his/her/their family member/nominees substituted in his/her place. The Promoter may, however, in its sole discretion, may permit such substitution, in the name of the Intending Allottee(s) as registered/recorded with the Promoter, on such terms and conditions including payment of such administrative/documentation charges, submission of required documents and as per the applicable laws and policy of the Promoter.

(ii) The request letter for change in the right of the Intending Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned Banker(s) or Financial Institution(s), in case payment against the said Apartment/Unit was made by the Intending Allottee(s), by raising funds/loans against allotted Apartment/Unit as security from Bankers or Financial Institution(s).

21. That I/We agree and acknowledge that the handover of the Apartment/Unit is subject to delay on account of the occurrence of any Force Majeure Event, or the occurrences of other events which are not attributable to the Promoter which affects the schedule of construction of the said Project. Such Force Majeure Event may include an action by Central/State government, local body, or other authority, laws, orders, regulations, directions, or requests, court orders banning or restricting construction, or as a result of events, such as war, acts of public enemies, riots, terrorism, fires, floods, pandemics, epidemics, acts of God or any other cause beyond the reasonable control of Promoter which could not have been foreseen and prevented by exercise of reasonable care and caution.

22. That it is hereby agreed, understood and declared by and between the parties that the Promoter may take construction Finance/Demand Loan/Term Loan/Unsecured Loan for construction of any block/tower/building in the said Project or part thereof from the Banks /Financial institutions after mortgaging the Total land/Apartments/Units of the said Project. However, at the time of registration of the Sub-Lease Deed in respect of the said Apartment/Unit in favor of Intending Allottee(s) same will be executed & registered free from all encumbrances.

23. That without prejudice to rights available to the Promoter, the cheque dishonor charges payable for dishonor of a particular installment payment for the first instance is Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) and for second/subsequent instance is Rs. 5,000/- (Rupees Five Thousand Only) per subsequent dishonor.



24. Due to any operation of law or any statutory order or otherwise, if a portion of the Project or the entire Project is discontinued or modified resulting in cancellation of allotment, then the Intending Allottee(s) affected by such discontinuation or modification will have no right of compensation from the Promoter in any manner including any loss of profit. The Promoter will, however, refund the money received from the affected Intending Allottee(s) without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
25. The Intending Allottee(s), shall also not use the Parking(s) reserved to him/her/them for any purpose other than for parking vehicles.
26. That all disputes or disagreements arising out of in connection with or in relation to this booking shall be mutually discussed and settled between the Parties. If such discussions remain inconclusive then the same shall be referred to the sole arbitrator, as per the rules of Delhi International Arbitration Centre. The Intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall always be held at Delhi International Arbitration Centre, New Delhi, India. The Arbitration and Conciliation (Amendment) Act, 2021 or any statutory amendment/modification for the time being in force shall govern the arbitration proceedings thereof. The Courts at New Delhi alone shall have jurisdiction in all matters arising out or touching and/or concerning said Application/Sub-Lease Deed regardless of the place of execution of this Application.
27. That in case of any contradiction between the terms and conditions of this Application, Agreement for Sale/Lease and Sub-Lease Deed, the terms and conditions of the Agreement for Sale/Sub- Lease Deed will supersede.

I/We have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same. I/We also understand that the terms and conditions given herein are indicative and this is only an Application submitted by me/us for the allotment of the Apartment/ Unit in the said Project and the same does not confer any right, title or interest in favour of the Intending Allottee(s). The detailed terms and conditions shall be given in the Agreement for Sale/Sub-Lease or Sub-Lease Deed after the allotment is confirmed by the Promoter. The Allotment by the Promoter is subject to the availability of Apartment/Unit and shall be treated as confirmed only after the signing of the Agreement for Sale/Sub-Lease or the Sub-Lease Deed by the Intending Allottee(s) and the Promoter.



**ANNEXURE-I
PAYMENT PLAN**



ANNEXURE-II
UNIT PLAN

