

APPLICATION FOR REGISTRATION OF EXPRESSION OF INTEREST IN "PRATEEK CANARY" ON Plot No. SC-02/A7 Sector-150, Noida, Gautam Budh Nagar, Uttar Pradesh

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

Date \_\_\_\_\_

To,

M/s Strongbiz Propbuild Pvt. Ltd.,

Prateek Pro-Menage, A – 42, Sector – 67,

NOIDA, Gautam Budh Nagar, (U.P.)

Dear Sir,

I/We wish to register my/our expression of interest ("EOI") for the allotment of a residential unit (hereinafter "Unit") in the project named "PRATEEK CANARY" to be constructed and developed at Plot No. SC-02/A7 Sector-150, Noida, Gautam Budh Nagar, Uttar Pradesh (hereinafter "Project") by **M/s Strongbiz Propbuild Pvt. Ltd.** (hereinafter referred to as "the Company" which expression shall mean to include any successors, assigns and affiliates of the Company)

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) by Bank Demand Draft/Cheque No. \_\_\_\_\_

Dated \_\_\_\_\_ Drawn On \_\_\_\_\_ Bank against my application for registration of EOI for the Unit. All further payments as may be required to be made upon allotment of the Unit to me/us will be in accordance with the requirements/time lines fixed by the Company.

MY /OUR PARTICULARS ARE GIVEN BELOW:-

Applicant Name \_\_\_\_\_

Age \_\_\_\_\_ Yrs. Date of Birth \_\_\_\_\_ Anniversary \_\_\_\_\_

Father's/Husband's Name \_\_\_\_\_

Co- Applicant Name \_\_\_\_\_ Age \_\_\_\_\_ Yrs.

Date of Birth \_\_\_\_\_ Anniversary \_\_\_\_\_

Father's/Husband's Name \_\_\_\_\_

Permanent Address \_\_\_\_\_

Correspondence Address \_\_\_\_\_

Mobile \_\_\_\_\_ E-Mail ID \_\_\_\_\_

Profession: \_\_\_\_\_ Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Office Address \_\_\_\_\_

Office Phone No. \_\_\_\_\_ Extn. \_\_\_\_\_

First Applicant (a) PAN No. \_\_\_\_\_ (b) Aadhar No. \_\_\_\_\_

Second Applicant (a) PAN No. \_\_\_\_\_ (b) Aadhar No. \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Co-Applicant \_\_\_\_\_

**UNIT DETAILS:**

Project \_\_\_\_\_

Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Type \_\_\_\_\_

Block \_\_\_\_\_ Total Area (Sq. Ft) \_\_\_\_\_ Carpet Area (Sq. Ft.) \_\_\_\_\_

**SALE CONSIDERATION:**

Basic Price Rs. \_\_\_\_\_ Stamp/Signature \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Mode of booking: Direct/Agent \_\_\_\_\_ Brokerage \_\_\_\_\_

Location Booked \_\_\_\_\_ Date of Booking \_\_\_\_\_

**SCHEDULE OF PAYMENT FOR BASIC PRICE**

	MILESTONE	AMOUNT
1.	Paid on _____	Rs. _____
2.	Payment due on or before _____	Rs. _____
3.	Payment due on or before _____	Rs. _____
4.	Payment due on or before _____	Rs. _____
5.	Payment due on or before _____	Rs. _____
6.	Payment due on or before _____	Rs. _____
7.	Payment due on or before _____	Rs. _____
8.	Payment due on or before _____	Rs. _____
9.	Payment due on or before _____	Rs. _____
10.	Payment due on offer of Possession _____	Rs. _____
<b>TOTAL Rs.</b>		_____

**ADDITIONAL ITEMS AND CHARGES:**

- a) Car Parking (usage rights):
  - i) Covered Car Parking at Rs. \_\_\_\_\_
  - ii) Open Car Parking at Rs. \_\_\_\_\_
  - iii) Mechanical Double Deck Covered Car Parking (For 2 Cars) at Rs. \_\_\_\_\_
- b) Power Backup (Installation Charges) \_\_\_\_\_ KVA  
 Power Backup Required at Rs. \_\_\_\_\_  
 Total Power Backup (Installation Charges) \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

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- c) Fire Fighting & External Electrification Charges: Rs. \_\_\_\_\_ x \_\_\_\_\_ = Rs. \_\_\_\_\_
- d) Interest Free Maintenance Security: Rs. \_\_\_\_\_ x \_\_\_\_\_ = Rs. \_\_\_\_\_
- e) Lifetime membership charges for Club @ Rs. \_\_\_\_\_/- per apartment
- f) PLC View \_\_\_\_\_ Floor \_\_\_\_\_ Terrace \_\_\_\_\_
- g) Electric Meter Installation Charges : Rs. \_\_\_\_\_ Total Rs. \_\_\_\_\_

**SCHEDULE OF PAYMENT FOR ADDITIONAL ITEMS**

Name of Allottee: \_\_\_\_\_

Total Price: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

	MILESTONE	AMOUNT
A.	Payment due on or Before _____	Rs. _____
B.	Payment due on or Before _____	Rs. _____
C.	Payment due on or Before _____	Rs. _____
D.	Payment due on or Before _____	Rs. _____
E.	Payment due on or Before _____	Rs. _____
F.	Payment due on or Before _____	Rs. _____
G.	Payment due on or Before _____	Rs. _____
<b>TOTAL Rs.</b>		_____

NOTE: Cheque/Bank Draft to be issued in favour of **M/s Strongbiz Propbuild Pvt. Ltd.** payable at Delhi/Noida/Ghaziabad. (Out station cheques shall not be accepted)

I/We have read and understood the terms of allotment as set out in Annexure A as attached and titled "General Terms And Conditions For Allotment", and having conducted a full and complete Due Diligence on the legality and otherwise of the Project and the residential units to be build there under, I wish to make this application for registration of EOI for the allotment of the afore-stated Unit. I further agree and confirm my understanding that the allotment of the Unit by the Company is not guaranteed and my application for registration of EOI is liable to be rejected and returned back to me as per the terms contained herein.

I/We understand that the allotment in my/our favour will be subject to the compliance, by me/us, with the terms and conditions, restrictions and limitations contained herein and all laws, notifications and rules as maybe applicable inter alia to the Unit, including any amendment or variation thereof. I/We have read and understood, and have hereby agreed to abide by all such terms and conditions, restrictions and limitations.

I/ We have applied for allotment of the Unit with full knowledge of all laws/notifications and rules applicable to the purchase and acquisition of immovable property in India and particularly the arrangements pertaining to the Unit/Project which have been explained by the Company and comprehended by me/us. I recognise that the proposed building plans for future towers and the masterplan of the project are only indicative and will not be conclusive and binding. The same will be subject to change, modifications and alterations in accordance with the prevalent building by-laws. I/We hereby accord my/our consent to any such changes and not raise any objection to such changes in the building plans or masterplan as and when the same are to be submitted for approval of the competent authority, however, there shall be no change in the

Signature of Applicant \_\_\_\_\_

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tower wherein the dwelling unit booked by me/us is located and in the green area in front of such tower. The present Application shall not confer on me/us any right, title or interest, in any independent areas, limited common areas, and the areas for common facilities, recreational, commercial, amenities and sporting activities (as shown in the masterplan) and buildings/ Towers outside the land beneath the building within which the dwelling unit applied for by me/us is located.

I/We agree and understand that this application does not constitute an offer/registration of EOI and is not an acknowledgement or promise of any allotment or any agreement to sell. I/We also understand and verily agree that I/we do not become entitled to the allotment of the Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered by me/us as EOI to the Company with this application.

I/We agree that the EOI in the Unit in the Project shall become definitive only after the completion of the process of allotment and upon issuance of a final communication in such regard by the Company, in writing, which shall be subject to the terms and conditions as may be stipulated by the Company at the time of allotment.

I/We agree to sign and execute the allotment letter on the Company's standard format, as and when desired by the Company, content of which have been read and understood and I/We agree to abide by the terms and conditions of the allotment as laid down therein. I/We understand that my /our failure to sign and return the allotment letter can result in the cancellation of my present application,

I/We agree that the registration of this application for registration of EOI and subsequent allotment of the Unit is at the sole discretion of the Company and in case the Unit is not allotted to me/us or if the present application is cancelled by me for any reason whatsoever or if the Project is abandoned by the Company, I/we shall have no objections or claims for any damages/interest/compensation and I hereby waive all my rights in respect thereof including any right to challenge/contest the said non allotment in a court of law. Company shall refund the amount deposited herein to me/us without any interest within 90 (ninety) days from the date of notice regarding non-acceptance/rejection of application for registration.

**DECLARATION**

I/We do hereby declare that my/our EOI for the allotment of the Unit to the Company is irrevocable and the particulars/ information given by me/us are true & correct and nothing has been concealed there from. In case of any information being found to be false, partly or in whole the Company shall have the unconditional right to cancel/reject my/our application and forfeit the amount paid by me/us in terms of this application.

Yours Faithfully,

Signature of Applicant(s)

Name:

Address:

Signature of Applicant\_\_\_\_\_

Co-Applicant\_\_\_\_\_

## ANNEXURE A - GENERAL TERMS AND CONDITIONS FOR ALLOTMENT

### GENERAL TERMS AND CONDITIONS FOR ALLOTMENT OF AN APARTMENT IN THE GROUP HOUSING RESIDENTIAL COMPLEX "PRATEEK CANARY" TO BE DEVELOPED AND CONSTRUCTED AT PLOT NO. SC-02/A7 IN SECTOR-150, NOIDA, GAUTAM BUDH NAGAR, UTTAR PRADESH

The Applicant is aware that by applying for allotment of an apartment (the "Apartment/Unit") in "PRATEEK CANARY", a group housing residential complex proposed to be developed on Plot No. SC-02/A7 admeasuring 50,970.00 Sq. Mtr. in Sector-150, Noida, Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the "Said Land") duly registered with Uttar Pradesh Real Estate Regulatory Authority vide Registration No. ----- (hereinafter the "Project") by M/s **Strongbiz Propbuild Private Limited**, a company within the meaning and provisions of the Companies Act, 1956, having its Corporate Office at Prateek Pro-Menage, A-42, Sector-67, Noida, Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the "Promoter"), the Applicant has agreed to unconditionally accept and abide by the general terms and conditions for allotment contained hereinafter and any amendment/variation thereof:

1. The Applicant represents and warrants that he has all necessary power, authority and capacity to bind himself to these standard terms and conditions, which shall form an integral part of the Agreement for Sale/Lease (hereinafter "Agreement to Sale/Lease") to be issued in favour of the Applicant subject to acceptance of the Application, and to perform his obligations herein.
2. The Applicant has inspected the site, the plans, ownership records, other documents relating to the title and all other details of the Apartment and the Project/Said Land that the Applicant considers relevant for the transaction contemplated herein. The Applicant has satisfied himself about the right, title and capacity of the Promoter to deal with the Apartment and the Project and has understood all the limitations and obligations thereof.
3. The detailed terms of transfer for the Apartment shall be based on the definitive legal document for the transfer of property [hereinafter referred to as the "**Indenture of Conveyance**"], which shall be executed between the Applicant and the Promoter and shall include the entire understanding between them relating to conveyance of the Apartment. Provided that the Indenture of Conveyance shall be executed only after the Total Sale Price for the Apartment has been received from the Applicant along with all other applicable, taxes, duties, charges and expenses, the construction of the Apartment/Project is complete in all respects and subject to the Applicant complying with all the provisions hereof and/or the Agreement for Sale/Lease.
4. The Applicant agrees that until the Indenture of Conveyance is executed in his favour and duly registered, the Promoter shall continue to be the owner of the Apartment and the Letter of Allotment/Agreement for Sale/Lease shall not give to the Applicant any rights or title or interest in the Apartment even though all payments have been received by the Promoter. The Promoter shall have the first lien and charge on the Apartment for all its dues that may/become due and payable by the Applicant to the Promoter.
5. The Applicant is aware that the development potential i.e. FAR of 1,14,792 Sq. Mtr. which is including the FAR for Green & the Compoundable FAR along with density of 3015 or 670 total number of apartments, is permissible to be developed on the Said Land as per the master plan of the Sports City Plot No. SC-02, Sector-150, Noida sanctioned by NOIDA Authority and the Applicable Laws. The said development potential i.e. FAR of 1,14,792.00 Sq. Mtr. ("**Development Potential**"), is available to be developed on the Said Land out of the development potential of the entire said Sports City Plot. There is no restriction, impediment or possibility of any challenge or restriction of any nature for development of the said

Signature of Applicant\_\_\_\_\_

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Development Potential on the Said Land. The proposed building plans and the masterplan of the Project are only indicative and will not be conclusive and binding. The same will be subject to change, modifications and alterations in accordance with the prevalent building by-laws. The Applicant hereby accords his consent to any such changes and not raise any objection to such changes in the building plans or masterplan as and when the same are to be submitted for approval of the competent authority.

6. The Applicant acknowledges that the present Application shall not confer any right, title or interest, in favour of the Applicant, in any independent areas, limited common areas, and/or the areas for common facilities, recreational, commercial, amenities and sporting activities (as shown in the masterplan) and Buildings/Towers outside the land beneath the building within which the dwelling unit booked by the applicant is located.
7. **CONSIDERATION:** The Applicant agrees to pay the basic sale price and additional charges [collectively referred to as "**Total Price**" herein] for the Apartment as set out in the Application Form. The Applicant shall make such payments at such times as detailed in the payment plan opted by him under the Application Form, as also may be detailed in the Letter of Allotment/Agreement for Sale/Lease, without any requirement for the Promoter to send out any notice or intimation to him that the Consideration or any part thereof has become due and payable. All payments by the Applicant shall be required to be made through demand drafts or cheque in favour of M/s **Strongbiz Propbuild Private Limited**. The details of basic sale price and the additional charges of the Apartment shall be more particularly described in the Allotment Letter/Agreement for Sale/Lease.
8. **BOOKING AMOUNT/EARNEST MONEY:** The Applicant agrees that the Promoter shall treat 10% of the basic sale price for the Unit as Booking Amount/Earnest Money [hereinafter referred to as the "**BOOKING AMOUNT/EARNEST MONEY**"] to ensure fulfillment, by the Applicant, of all the terms and conditions as contained in the Letter of Allotment/Agreement for Sale/Lease. It is stated for the sake of abundant clarity that the Booking Amount/Earnest Money constitutes a part of the Consideration
9. The Indenture of Conveyance with respect to the Apartment shall be executed on the Carpet Area basis. It is admitted, acknowledged and agreed by the Applicant that all rights to carry out further construction in case of any change in the Floor Area Ratio (FAR) and the rights with respect to club, swimming pool, open spaces, parks, parkings (excepting what has been allotted herein) or toilets, public amenities, and other facilities and amenities shall be in the sole ownership of the Promoter who shall have the authority to charge membership for such facilities and dispose off any of the assets whatever stated hereinabove.
10. The Applicant acknowledges that the Promoter shall be the sole owner of the areas declared as independent under the provisions of the UP Apartment Act and the rules made thereunder, parking, facilities, recreational, commercial and sporting activities, amenities and buildings outside the land beneath the building within which the Apartment is located and the Promoter shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to anyone and in any manner at its sole discretion and the Applicant shall have no claim whatsoever of any nature therein. In this regard, the Applicant agrees that the Promoter has unlimited and unfettered right to develop the independent areas, limited common areas, common areas, parking, facilities, recreational, commercial and sporting activities and that the Applicant undertakes that he will not interfere with the rights and obligations of the Promoter to develop, maintain and monetize the independent areas and demarcated areas for parking, facilities, recreational, commercial and sporting activities as part of the overall and wholistic development of the Project.

Signature of Applicant\_\_\_\_\_

Co-Applicant\_\_\_\_\_

11. The Applicant acknowledges that the Plans and Specifications of the Project/Apartment, which have been shared with the Applicant are only tentative and proposed plans. The Applicant accepts that the promoter may make such minor additions or alterations in the Plans, Area, attached Terrace Area (if any), Specifications etc. as may be necessary due to architectural and structural reasons duly recommended and verified by authorized architect or engineer or as deem fit by the Promoter for the reasons of overall betterment of the Project and/or the Apartment, or by or pursuant to requirements of a Governmental Authority. The said variations, deletions, additions, alternations may involve changes, including dimensions and/or Area of the Apartment and the attached Terrace Area (if any), the permissible FAR with respect to the Project, the undivided interest of the Applicant in the common area of the Project and the Applicant hereby gives his consent to such variations, additions, deletions, alterations and modifications as aforesaid [hereinafter referred to as the "**Permitted Alterations**"]. However, no request to make any changes whatsoever in the Apartment from the Applicant shall be entertained. If there is any reduction in the Carpet Area then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the UP RERA Rules, from the date when such an excess amount was paid by the Allottee or adjust the same from the Total Price, as mutually agreed. 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 Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Total Price/Payment Plan given in this Application Form and/or the Allotment Letter/Agreement for Sale/Lease.
12. The Applicant agrees that in case during the course of construction and/or after completion of the Project, further construction on any portion of the Said Land or Project or on the terrace becomes possible, the Promoter shall have the exclusive right to take up or complete such further construction as belonging to the Promoter notwithstanding the designation and allotment of any common areas as limited common areas or otherwise. It is agreed that in such a situation there shall be no change in the proportionate share of the Applicant, in the common areas and services and limited common areas and services, as originally worked out. The Applicant hereby consents to provide his NOC with respect to the same.
13. In the event that the Promoter intends to increase the proposed number of floors in one or more building(s) in the Project complex, after seeking the necessary approvals and permissions for the same from the competent authority, the Applicant agrees and acknowledges that he has no objection to the same.
14. **DEFAULT, CONSEQUENCES OF DEFAULT, CANCELLATION AND CONSEQUENCES OF CANCELLATION:** Timely payment of the Total Price and/or any part thereof as per the Payment Plan for the basic sale price and the additional charges (including stamp duty and registration charges) shall be the essence of this allotment and relationship between the Promoter and the Allottee. In the event of Applicant's failure to comply with any/all of conditions, the booking/allotment will be cancelled at the discretion of the Promoter. The Booking Amount/Earnest Money paid till date to the Promoter shall stand forfeited and the Applicant shall be left with no right, title, interest, lien or claim whatsoever on the said booking/allotment.
15. **CANCELLATION OF ALLOTMENT AT THE BEHEST OF THE APPLICANT:** The Applicant, if so desires, may opt for cancellation of the booking/allotment. In case the booking/allotment is cancelled at the behest of the Applicant, then the Applicant hereby authorizes the Promoter to forfeit the Booking Amount/Earnest

Signature of Applicant\_\_\_\_\_

Co-Applicant\_\_\_\_\_

Money and the amount paid to financing bodies for loans repaid against the Unit and the balance (if any) shall be refunded by the Promoter to the Applicant without any interest.

16. **INTENDED/PERMISSIBLE USE OF THE UNIT:** The intended/permissible use of the Unit is residential and it cannot be used for any commercial and/or industrial purpose. The Applicant hereby agrees that he shall use and/or allow the Apartment to be used for residential purpose only.
17. **LOAN BY THE APPLICANT:** The Applicant may obtain finance from any financial institution/bank or any other source for purchase/allotment of the Apartment, the Promoter shall facilitate the process only subject to the following –
  - (i) Applicant's obligation to purchase the Apartment pursuant to the Letter of Allotment/Agreement for Sale/Lease shall not be contingent on the Applicant's ability or competency to obtain such financing and the Applicant will remain bound under the Letter of Allotment/Agreement for Sale/Lease. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Applicant shall not make such refusal/delay an excuse for non-payment of any hereinabove detailed installments/dues to the Promoter. Further, in case the Applicant fails to repay the loan amount to the bank/financial institution or fails to comply with any terms and conditions of the loan/financing agreement entered into with such bank/financial institution, then the bank/financial institution may enforce the security by the sale of the Apartment and the Promoter may accept the purchaser of the Apartment in place of the Applicant, after the purchaser complies with the necessary formalities of the Promoter in this respect. The amount standing to the credit in the account of the Applicant after forfeiting the amount as per the terms contained herein will be transferred to the account of the purchaser. Further, in case the bank/financial institution asks the Promoter to cancel the booking of Apartment and call for repayment of outstanding loan amount, then the Promoter may cancel the booking and after forfeiting the amount as per the terms contained herein, pay the balance amount to the bank/financial institution against outstanding loan amount for and on behalf of the Applicant.
  - (ii) That the terms of the financing agency/bank shall exclusively be binding and applicable upon the Applicant alone.
18. The Applicant shall abide by all laws as applicable to the Apartment/Project including inter-alia all regulations, bye-laws, directions and guidelines framed/issued thereunder of the concerned Municipal/Development Authority. He shall comply with and carry out from time to time, after he has been put in possession or deemed possession of the Unit, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the concerned Municipal Authority or any other competent Authority in respect of the Apartment and the Said Land at his own cost and shall keep the Promoter indemnified, secured and harmless against all costs, consequences and damages, arising on account of non-compliance with the said requirements, requisitions and demands.
19. The Applicant shall sign all such applications, papers and documents and do all such acts, deeds and things as the Promoter may reasonably require for safe guarding the interest of the present booking/allotment or for securing the interests of the Applicant and/or itself, as the case may be.
20. The Applicant shall not create any encumbrance, charge or lien on any rights, accruing to him under the Letter of Allotment/Agreement for Sale/Lease without prior written permission from the Promoter.

Signature of Applicant\_\_\_\_\_

Co-Applicant\_\_\_\_\_



21. The Applicant undertakes that, he shall become member of the association/society of the apartment owners in the Project, as may be formed with respect to the Project in terms of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (hereinafter "**Association**") and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Promoter/Association for this purpose, as and when the Association is formed. The use of the Apartment shall be subject to strict compliance of the rules and regulations that may be formed by the said Association, in addition to the terms and conditions contained herein.
22. The Applicant hereby covenants with the Promoter to pay the amounts which he is liable to pay as per the Application and/or as may be specified in the Letter of Allotment/Agreement for Sale/Lease and to observe and perform all the covenants and conditions contained herein/therein, and to keep the Promoter and its representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, judgments/order, amounts paid in settlement and expenses (including without limitation to the attorney's fees and disbursements, and reasonable out of pocket expenses) relating to or arising out of:
- (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Applicant herein;
  - (ii) any other conduct by the Applicant or any of his representatives as a result of which, in whole or in part, the Promoter or any of its representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
  - (iii) any action undertaken by the Applicant, or any failure to act by the Applicant when such action or failure to act is a breach of the terms and conditions herein;
  - (iv) any action or proceedings taken against the Promoter in connection with any such contravention or alleged contravention by the Applicant.
23. Only the common area and services shall be transferred to the Association of the apartment owners in the Project complex. Any area demarcated to be Limited Common Area shall be owned by the Applicants/Allottees to whom the said areas are allotted for exclusive use and any area demarcated to be Independent Area shall be owned by the Promoter. Any such Limited Common Area and Independent Area shall not be handed over to the Association of the Apartment Owners.
24. **PROPOSED DATE OF DELIVERY OF POSSESSION:** The proposed date of handing over possession of the Apartment to the Applicant shall be described in the Letter of Allotment/Agreement for Sale/Lease. The Promoter shall make best efforts to deliver the possession by such due date with further grace period of 6 months. However, the said due date of handing over possession shall be subject to the Force Majeure Events (described herein below), payment by the Applicant of all dues on or before the due dates without any default and compliance by Applicant with other terms and conditions contained herein. It is agreed and understood between the Parties that the above proposed date of delivery of possession will only be indicative and the Promoter may offer possession before the said date as well.
25. **OFFER OF POSSESSION AND HOLDING CHARGES:** It is agreed by the Applicant that as and when the Apartment shall be ready for possession in accordance with the terms specified herein, the Promoter shall be entitled to issue an intimation/offer of possession calling upon the Applicant to take possession of the Apartment. Upon receiving the written intimation/notice from the Promoter, the Allottee shall take

Signature of Applicant\_\_\_\_\_

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possession of the Apartment from the Promoter by completing the formalities as mentioned in the notice/intimation and executing necessary indemnities, undertakings and such other documentation as required, and the Promoter shall give possession of the Apartment to the Allottee within the time as mentioned therein. In case the Allottee fails to take possession within such time as may be mentioned in the said written intimation, the Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of Carpet Area for the period beyond 3 (three) months till actual date of possession in addition to maintenance charges as specified under the Payment Plan & other outgoings in respect to the Apartment. Notwithstanding anything stated herein above, upon expiry of a period of 3 months from the date of dispatch of the offer/notice of possession, the Promoter shall, in addition to the right to levy Holding Charges, be entitled at its sole discretion to cancel the allotment and refund the payments received from the Applicant in accordance with the terms and conditions contained herein. The Applicant agrees not to question the decision of the Promoter in postponing the cancellation. The Promoter may, however, at its sole discretion, restore the allotment by levying the Holding Charges up to the date of such restoration.

26. **DELAYED POSSESSION AND ITS CONSEQUENCES:** Except for occurrence of a Force Majeure Event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified date; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the RERA; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the UP RERA Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of possession of the Apartment, which shall be paid or adjusted by the Promoter to the Allottee simultaneously with the handover of possession to the Allottee or prior to that.

27. The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time for the delivery of possession of the said Apartment for the purposes of this Clause. The compensation shall be payable only for the period of delay beyond the grace period of 6 months. Any such compensation as mentioned hereinabove shall be payable by the Promoter to the Allottee only after the Indenture of Conveyance has been executed /registered, payment of Consideration and the payment of all other charges as detailed herein.
28. Possession of the Apartment shall be handed over on receipt of all the dues, documentation and on fulfillment of conditions as stipulated in the Letter of Allotment/Agreement for Sale/Lease, and also after transfer of title as permissible in law and payment of stamp duty as determined by the state government representative. The Promoter shall in no way be responsible for the determination/quantum of the stamp duty payable.
29. The Applicant shall, after taking possession or deemed possession of the Apartment, as the case may be, or at any time thereafter, have no objection to the Promoter undertaking construction of or continuing with the construction of the Project or other building(s) adjoining the building within which the Apartment is located.

Signature of Applicant\_\_\_\_\_

Co-Applicant\_\_\_\_\_

30. **FORCE MAJURE EVENTS:** If completion of the Apartment/Project is delayed by reason of a court decision, non-availability or scarcity of steel and/or cement and/or other building materials and/or water supply and/or electric power and/or slow down strike, sudden economic downturn and/or due to a dispute with the construction agency employed by the Promoter, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any law or as a result of any restrictions imposed by a Governmental Authority or delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Governmental Authority or for any other reason or action beyond the control of the Promoter (all such events referred to as "**FORCE MAJEURE EVENTS**" herein and each individual event referred to as a "**FORCE MAJEURE EVENT**"), the Promoter shall be entitled to a reasonable extension of time for delivery of possession and the proposed date of delivery of possession shall stand extended automatically. In any of the above circumstances, the Applicant shall not be entitled to claim compensation of any nature whatsoever for the period of delay of the scheme.
31. The Applicant hereby agrees that if he has defaulted at any time in making payment of Consideration or any part thereof, or has not made full payment of the price of the Apartment and other charges due from the Applicant, no compensation/penalty for delay shall be payable by the Promoter as stipulated in these terms and conditions.
32. In the event that a Force Majeure Event occurs, the Promoter has the right to alter the terms and conditions of allotment contained herein or if the Force Majeure Events so warrant, the Promoter may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Promoter herein.
33. **EXTENSION OF THE DATE OF DELIVERY:** It is hereby clarified that the total construction period as may be stipulated in the Letter of Allotment/Agreement for Sale/Lease shall stand automatically extended, without any further act or deed on the part of the Promoter, by the period during which a Force Majeure Event occurs. Provided that the Promoter shall be the sole judge of the existence of a Force Majeure Event, however that judgment shall not be unreasonably exercised.
34. The Applicant shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of the open spaces and all or any of the common areas/facilities etc. in the Said Land and all this shall remain property of the Promoter. The Promoter can, as per applicable laws, transfer and assign the common area/facilities to a govt. body or association of apartment owners. The Applicant shall not be entitled to claim any separate exclusive demarcation or partition or right to use any of the common areas/facilities and to any area which is not specifically sold, allotted or transferred to the Applicant.
35. The Applicant hereby covenant with the Promoter that from the date of offer of possession or deemed possession, as provided hereinbefore, he shall, at his own cost, keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable condition, repair and maintain the same properly and ensure that the safety of the structure of the Project is in no way damaged or jeopardized.
36. The Promoter will permit, the Applicant to carry out interior works after taking over possession of the Apartment to be carried out in such a manner so as not to cause any undue nuisance, annoyance or disturbance to the other occupants of the Project. It is made clear to the Applicant that the interior fitouts/works shall be allowed to be carried out during the normal working hours i.e. between 09.00 AM

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to 6.00 PM on all working days and no interior fitouts/works shall be carried out on Saturdays, Sundays and public holidays. The Applicant further understands that such interior fitouts/works in the Apartment shall not cause any damage to the Project and the existing structure/systems installed by Promoter in the Project and the internal air-conditioning, electrical systems, plumbing, fire fighting system and any other structural/finishing work done internally within the Apartment by the Applicant shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the Project complex and in the event any such damage or hazard is caused, the Applicant shall fully reimburse the Promoter the costs of rectification thereof.

37. **LIABILITY OF THE PROMOTER IN THE FIXTURE AND FITTING IN THE UNIT:** The Promoter shall be responsible for a maximum period of 6 (Six) months from the offer/notice of possession or physical possession, whichever is earlier, for any deficiency if observed and reported by the Applicant in the fixtures and fittings provided in the Apartment and the Promoter shall rectify the deficiency so reported. However, if the deficiency is caused due to any fault of a third party manufacturer/ vendor or the Applicant or due to any fixture which has been affixed by the Applicant or his agent, then he shall not hold the Promoter responsible and/or the Promoter shall not be liable for the same.
38. The Promoter shall be responsible for providing internal services within the peripheral limits of the Project, which inter-alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of internal electric lines and rain water harvesting. However, it is understood that, external or peripheral services, such as, water, sewer, storm water drains, road, horticulture etc. shall not be the responsibilities of the Promoter and they shall be as per provided by the Government or the concerned Local Authority.
39. The Applicant after taking possession of the Apartment or receiving deemed possession, shall have no claim against the Promoter in respect of any item or work in the Apartment, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, building material or for any other reason whatsoever.
40. In addition to the built-up area, the Applicant, if and as mentioned in the Letter of Allotment/Agreement for Sale/Lease, may get exclusive usage rights to certain areas attached with the Apartment but no construction, either permanent or temporary, shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the Applicant.
41. It is admitted, acknowledged and so agreed by the Applicant that the Applicant shall, under no circumstances be allowed to carry out any change whatsoever in the elevations and/or outer colour scheme of the Apartment or make any such additions/alterations in the Apartment that affect the structural stability of the building in which the Apartment is located. This provision shall be applicable even after handing over of the physical possession and execution/registration of Indenture of Conveyance. In case of non-compliance of this provision by the Applicant the Promoter shall be at liberty to restore the original elevations and/or outer colour scheme without any further notice to the Applicant. Such restoration of original elevations and/or colour schemes shall be got done at the cost and risk of the Applicant and the cost shall include all formal and informal charges.
42. The Applicant shall not do any work which would be prejudicial to the soundness or safety of the Apartment/Project or reduce the value thereof or impair any easement or heriditament or shall add any material structure or excavate any additional basement or cellar or alter the external facade without first obtaining the consent of the Promoter and all Applicants of other units in the Project.

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43. All natural products such as tiles, marble stones and timber etc. used in the Apartment may have variations in texture, color and behavior and may have surface cracks for which the Promoter shall not be held responsible.
44. The Applicant agrees that he will use the Apartment for the permissible/intended purpose alone and not for any other purpose which may or likely to cause nuisance or annoyance to the owners/occupants of other apartments in the Project or to crowd the passages to use it for any illegal or immoral purpose. The Applicant shall not do or cause to be done anything in or about the Apartment which tend to cause damage to any flooring or ceiling of any apartment over or below or adjacent to the Apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
45. That the Applicant shall be responsible for any damage to any equipment in the Project e.g. lifts, fire-fighting equipments, motor panels, water pumps or any other item if it occurs due to his malfunctioning or willful act or negligence.
46. **MAINTENANCE OF COMMON AREA/SERVICES:** The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Apartment Owners upon issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the Total Price as further set forth in the Total Price/Payment Plan.
- However, if the Association of the Apartment Owners is not formed within 1 (one) year from the date of completion certificate, the Promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in Total Price/Payment Plan + 10% in lieu of price of escalation for the purpose of maintenance for next 1 (one) year and so on. The Allottee agrees for the alternative prevalent mode of collection of the said maintenance charges to be done by way of deduction through pre-paid service charge collection system on daily basis. The Promoter will pay the balance amount available with him against the maintenance charge, if any, to the Association of Apartment Owners once it is formed.
47. The Allottee shall also be liable to pay an Interest Free Maintenance Security (“IFMS”) deposit as per Payment Plan to the Promoter before handing over possession of the Apartment.
48. The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format with the Promoter/the Association of Apartment Owners/the maintenance agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement and payment of IFMS deposit shall be a condition precedent for handing over possession of the Apartment by the Promoter and also for executing the conveyance/sub-lease deed of the Apartment.
49. In addition to the rights of the Association of Apartment Owners/Promoter/maintenance agency for unrestricted access of all Common Areas for providing maintenance services, the Allottee agrees to permit the Promoter or the maintenance agency or their authorised personnel/workers to enter into the Apartment or any part thereof, after due notice and during the normal working hours to inspect the Apartment and/or to carry out any repair work relating to construction/development that may be impacting the Apartment or the adjoining apartments or the Building/the Common Areas. The Allottee agrees and undertakes that either itself or through the Association of Apartment Owners, he shall not carry out any unauthorised maintenance or usage of common areas.

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50. Upon timely and due payment of maintenance charges, the Applicant shall have the right to use the common services/facilities. However, it is clarified for the purposes of abundant clarity that the Applicant shall not have the right to use the common services/facilities till possession of the Apartment has been taken by the Applicant.
51. **MAINTENANCE OF THE APARTMENT:** The maintenance of the Apartment including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Applicant from the date of possession. Provide further that the Applicant will neither himself do nor permit anything to be done which may damage any part of the building, the staircases, shafts, common passages, adjacent units etc. or violate the rules or bye-laws of any Government/Local Authority or the Maintenance Agency.
52. All common electricity, water charges and power backup charges for running all the common services shall be paid by the Applicant on equal basis in addition to the maintenance charges.
53. **REPLACEMENT/CONTINGENCY/SINKING FUND:** The Applicant may be required to pay a monthly contribution (to be decided later) for creating a replacement/sinking fund. As and when any plant and/or machinery installed within the Project including but not limited to generating sets, fire fighting arrangements, electric sub-station, pumps, or any other plant/equipment of capital nature etc. require replacement and/or up-gradation, the cost thereof shall be met out of the replacement/sinking fund so created. In case the sum available in the said fund falls insufficient to meet the requirement of the occasion, the Applicant shall be required to pay his additional proportionate share to meet the cost of the same. The Promoter or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, addition etc. including its timing and/or the cost thereof and the Applicant agrees to abide by the same.
54. The Promoter shall be entitled to construct and/or install such other things as may be required for the operation and maintenance of the Project including but not limited to sidewalks, pavements, sewers, water mains and other local improvements, as may from time to time be deemed necessary by the Promoter and/or the Maintenance Agency.
55. Security arrangements are proposed to be provided in the Project. The Promoter/ Maintenance Agency shall have a free hand to restrict the entry of outsiders into the Project. The provision of such security would not create any liability of any kind on the Promoter or the Maintenance Agency for any mishap resulting at the hands of any miscreants.
56. **ELECTRICITY SUPPLY, CHARGES FOR CONNECTION AND DISTRIBUTION SYSTEM:** The electric supply shall be made available in the Project from a single point bulk electric connection obtained by the Promoter through prepaid distribution system. A separate agreement shall be entered into between the parties in this respect at the relevant time.
57. The Promoter/Maintenance Agency shall be entitled to access to the Apartment at such time as fixed by the Promoter/Maintenance Agency for the purpose of carrying out general repair and service of any common areas and services and equipment including but not restricted to pipes, cables, drains etc. passing through the walls, flooring and ceiling of the Apartment and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the Promoter/Maintenance Agency shall endeavour to restore the walls/floor if broken/dismantled to its original.

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58. **RECREATIONAL CLUB/FACILITIES:** The recreational club with gymnasium and health club (hereinafter referred to as the “**Recreational Facilities**”), are proposed to be provided in the Project.
59. The Applicant authorises the Promoter to formulate, at the Promoter’s sole discretion, appropriate management structure and policies, rules and regulations for the said Recreational Facilities and upon intimation of the formalities to be complied with by the Promoter, the Applicant undertakes to fulfill the same. It is understood that the Recreational Facilities usage shall be limited to only the occupants of the Project complex and the Promoter may make suitable provision of covenants to this effect in the necessary documents (including but not limited to the Indenture of Conveyance), which the Applicant undertakes to faithfully comply with without raising any objections
60. On the Recreational Facilities becoming functional, keeping in view the general requirement of the residents/members, the quantum of facilities available and other incidental factors affecting running and maintenance, the Applicant shall pay charges as prescribed from time to time and also abide by the rules and regulations formulated by the Promoter/Maintenance Agency for proper management of the said facilities. The charges for maintenance of the Recreational Facilities shall be payable by the Applicant additionally.
61. The Recreational Facilities shall be managed by the Promoter and/or the Maintenance Agency and the Applicant shall in no manner interfere in the same. In all cases, the ownership of these facilities, the equipments, building and construction and right in the land underneath shall continue to vest in the Promoter irrespective of the fact that its management is with the Promoter or its nominee or a third agency appointed for the purpose. The Applicant shall be entitled to avail these facilities as per regulations/rules made in this regard. The Promoter shall not provide any additional space for holding meetings by the Applicants or for any other activities whatsoever.
62. **INSURANCE:** That the structure of the Project may be got insured against fire, earthquake, floods, riots and civil commotion, militant action etc. by the Promoter or the Maintenance Agency on behalf of the Applicant. The cost of insuring the Project structure shall be demanded/recovered from the Applicant and the Applicant hereby agrees to pay his proportionate share. The Applicant shall not do or permit to be done any act or thing which may render void or voidable insurance of any unit or any part of the Project or cause increased premium to be payable in respect thereof and in any such event Applicant shall be solely responsible and liable for the same. However, the contents inside the Unit will be separately insured by the Applicant at his own cost.
63. In case of any natural calamity or any other adverse situation of any kind after possession of the Unit, the Promoter shall in no way be responsible for any of the losses/damages of any kind. The Applicant however be entitled to his proportionate share in the Said Land as described hereinabove.
64. The Indenture of Conveyance with respect to the Apartment shall be executed in favour of the Applicant by the Promoter after the entire payment and dues in respect of the Apartment are cleared by the Applicant, along with documentation expenses, cost of stamp duty, registration fees and all other incidental/informal expenses and on receipt of the necessary NOC from the financing institution if the Applicant has availed loan against allotment of the Apartment.
65. **STAMP DUTY, REGISTRATION CHARGES ETC.:** It is hereby agreed that any other connected expenses/charges viz. stamp duty to be paid for registration of the Indenture of Conveyance, registration charges/fees, miscellaneous expenses and advocates professional fee/charges shall be borne by the Applicant. The Applicant shall be responsible and liable for any charges/fines/penal actions occasioned

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due to paying under stamp duty, deficiency in stamps and under valuation of the Unit for the stamp duty etc.

66. **CONVEYANCE OF THE APARTMENT:** Upon completion of construction of the Project, the Applicant shall acquire the Apartment for the Consideration specified herein and/or the Letter of Allotment/Agreement for Sale/Lease and get the Indenture of Conveyance registered in his/her favour within 30 days of the Offer of Possession or Notice for Registration. If the Applicant fails and neglects to pay the "Holding Charges" (as defined above) and the Applicant fails and neglects or not be ready or willing to register the Indenture of Conveyance then the Promoter shall be entitled to cancel the Allotment in terms of the Letter of Allotment/Agreement for Sale/Lease.
67. If the Promoter incurs any expenditure towards registration of the Indenture of Conveyance with respect to the Apartment, the same will be reimbursed to the Promoter by the Applicant. In case the stamp duty or other charges payable by the Applicant to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the Promoter, such discount availed by the Applicant shall be reimbursed to the Promoter prior to registration.
68. **GST, CESS PROPERTY TAX ETC.:** The Applicant agrees to pay promptly in addition to the Consideration, the applicable GST, Cess etc. levied/to be levied by the Government on services undertaken/to be undertaken by the Promoter while constructing or developing the Apartment/Project. The Applicant further agrees to pay directly or if paid by the Promoter then reimburse to the Promoter on demand any Govt. levies, Property Taxes, other charges etc. leviable in future on the Said Land and/or the Project developed/constructed on the Said Land, as the case may be, as assessable/applicable in respect of the Apartment and the same shall be borne and paid by the Applicant in proportion to the area of the Apartment to the area of all the apartment as determined by the Promoter. If such charges are increased/made applicable (with retrospective effect) after the Indenture of Conveyance has been executed then such charges shall be treated as unpaid Consideration of the Apartment and the Promoter shall have the first charge/lien on the Apartment for recovery of such charges from the Applicant. Further, any additional expenses borne by the Promoter for any reason for providing external services etc. shall also be payable by the Applicant upon written intimation by the Promoter to the Applicant of the same. The Applicant shall make prompt and due payment of such additional sums within 15 days of such demand by the Promoter.
69. **RESERVED CAR PARKING LOT:** For each dwelling unit to be constructed in the project/complex one covered car parking slot would require to be compulsorily acquired along with the apartment. If any additional parking slots are required, the usage rights for the same will have to be acquired by the Applicant separately at such price as may be specified by the Promoter from time to time.
70. **PARKING LOT:** One Covered Car parking lot is mandatory and shall be made available in the lower and/or upper basement. The Cars/Scooters/Two Wheelers/Cycles will be parked within the same parking lot allotted to the Applicant. A separate agreement for the allotment of the Covered Car Parking Lot will be executed between the parties at the time of possession of the Apartment. For security reasons no car/vehicle shall be allowed inside the Project except those which bears a valid reserved car parking sticker. If any vehicle is found parked unauthorizedly the Promoter/Maintenance Agency reserves the right to get it removed from the premises and shall not be responsible for losses and damages, if any.
71. If the Applicant wants usage rights of extra covered parking lot, the same may be allotted, if available, on such extra cost as fixed by the Promoter.

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72. **LOAN ON PROJECT:** The Promoter shall have the right to raise finance from any bank/financial institution/body by creating equitable mortgage against the Said Land and construction thereon or the proposed built up area in favour of one or more financial institutions and for such act the Applicant shall not have any objection and the consent of the Applicant shall be deemed to have been granted for creation of such charge during the development/construction of Project. However the Indenture of Conveyance in respect to the Apartment in favour of the Applicant will be executed and registered free from all encumbrances.
73. **NON RESIDENT INDIAN OR OTHER NATIONAL:** That the Applicant, if resident outside India or if not an Indian National or Citizen, shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India etc. and provide the Promoter with such permissions, approvals etc. to enable the Promoter to fulfill its obligation herein. The Applicant shall also furnish the declaration that it is complying with such necessary legal formalities. The Promoter shall accept no responsibility in this respect.
74. **REGISTRATION OF THE ADDRESS OF THE APPLICANT:** That the address provided by the Applicant in the Application for Allotment and the address of the Applicant whose name appears at first in the case of joint Applicants shall be registered with the Promoter. All the demand notices to be served as contemplated herein shall be deemed to have been duly served upon the Applicant if sent by the Promoter through Registered/Speed Post/Courier Service/E-mail at his registered address and it shall be the Applicant's responsibility to inform the Promoter by Registered AD letter about all subsequent changes, if any, in his address failing which all communications and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach at such address and the Applicant shall be fully liable for any default in payment and other consequences that may accrue therefrom.
75. **CORRESPONDENCE IN CASE OF MORE THAN ONE APPLICANT:** In case of joint Applicants, all communication sent by the Promoter to the Applicant whose name appears at first and at the address given by him shall for all purpose be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicants.
76. **CORRESPONDENCE TO THE APPLICANT AT HIS LAST KNOWN ADDRESS:** That all letters, receipts and/or notices issued by the Promoter or its nominee and dispatched under certificate of posting/registered/speed post/courier service to the last address known to it of the Applicant shall be sufficient proof of receipt of the same by the Applicant and shall fully and effectually discharge the Promoter/Nominee.
77. **CORRESPONDENCE TO THE PROMOTER:** That the Applicant shall send all correspondence to the Promoter at its Corporate Office as specified hereinabove. The correspondence shall make reference to the project "PRATEEK CANARY" and the project specific application number and date.
78. **ASSIGNMENT/TRANSFER OF ALLOTMENT:** That the Applicant is not entitled to get the name(s) of his nominee(s) substituted in his place. The Promoter may however, in its discretion, permit such substitution, on such terms and conditions including payment of administrative cost or other costs as it may deem fit. Any change in name (including addition/deletion) of the Applicant shall be deemed as substitution for this purpose. No administrative/service charge shall, however, be payable in the case of succession of the Unit

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to the legal heirs of the Applicant. In case of transfer of the allotment, a fee of 2% (two percent) of the total sale price as prevailing at the time of desired transfer shall be payable by the Applicant. Transfer of allotment/ownership shall however, be permitted only after 18 Months (Eighteen Months) of the allotment. The proposed transferee shall be bound by these terms and conditions of allotment and shall furnish an undertaking to that effect.

79. If, after execution of the Indenture of Conveyance in his favour, the Applicant decides to sell the Apartment to a third person, the Applicant shall ensure that such subsequent purchaser of the Apartment executes an undertaking in the form and manner as provided in Form B under Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the same is submitted with the Promoter prior to conveyance of the Unit by the Applicant in favour of the subsequent purchaser.
80. **REGISTRATION OF THE AGREEMENT FOR SALE/LEASE:** The Applicant binds himself and agrees to have the Agreement for Sale/Lease registered through the Promoter in his favour within 30 days of its execution at his cost and expenses and keep the Promoter fully absolved and indemnified in this respect.
81. The said Project shall always be known as '**PRATEEK CANARY**' and the same shall not be changed by the Applicant or the Association of Apartment Owners or any other persons. Further, at all times, the name of the Project and the name of the Promoter and/or such name as may be decided by the Promoter, shall always be displayed at a prominent place in the Project. The copy right/trade mark/property mark and all intellectual property (including the words '**PRATEEK CANARY**'), (whether registered or not) shall always remain and vest with the Promoter and/or such other entities as may be decided by the Promoter, and no person, including but not limited to the Association shall have any claim or right of any nature whatsoever on the said intellectual property.
82. The Application for allotment and the Letter of Allotment/Agreement for Sale/Lease shall constitute the entire terms and conditions with respect to the allotment of the Apartment to the Applicant and supersede all prior discussions and arrangements whether written or oral, if any, between the Promoter and the Applicant relating to the things covered herein. No amendment to terms and conditions hereof shall be valid or binding unless set forth in writing and duly executed by the Promoter and the Applicant.
83. Any delay or indulgence by the Promoter in enforcing the terms herein and of the Letter of Allotment/Agreement for Sale/Lease or any forbearance or giving of time to Applicant shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of the Letter of Allotment/Agreement for Sale/Lease by the Applicant nor shall the same in any manner prejudice the rights of the Promoter. No waiver of any provision hereof shall be effective or binding unless made in writing and signed by the Promoter.
84. In consequence of the Promoter abandoning the Project, the Promoter's liability shall be limited only to the refund of the amount paid by the Applicant, without any liability whatsoever with regard to interest, damages or compensation.
85. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application/allotment of the Apartment. The Promoter shall issue receipts for payment in favour of the Applicant only.
86. The basis of calculating the proportionate charges payable by the Applicant will be the proportion of the total area of Apartment to the total area of all the units affected by that charge.

Signature of Applicant\_\_\_\_\_

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- 87. That for all intents and purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Applicant is a joint stock company, a firm, any other body corporate or organization or an association.
- 88. **RIGHTS OF THIRD PARTIES:** Unless a contrary intention appears from the terms hereof, nothing expressed or implied herein is intended or shall be construed to confer upon or give any person, other than the Promoter and the Applicant any rights or remedies under or by reason of the allotment or any transaction contemplated herein.
- 89. **SEVERABILITY:** That if any provision of the terms and conditions contained herein is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
- 90. **GOVERNING LAW:** The terms and conditions contained herein shall be interpreted by and construed in accordance with the laws and rules prevailing in India.
- 91. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Real Estate (Regulation and Development) Act & Rules made thereunder.
- 92. **JURISDICTION:** The Court situated in Noida, Gautam Budh Nagar/Uttar Pradesh shall have the jurisdiction for all matters arising out of this Agreement.

**Agreed and Accepted by the Applicant**

**Applicant/s Signature**

**In Presence of:**

**WITNESS (Signature with name and Address)**

1. \_\_\_\_\_ 2. \_\_\_\_\_  
 \_\_\_\_\_

Signature of Applicant\_\_\_\_\_

Co-Applicant\_\_\_\_\_