



Eiffel Group Initiative

IEIFFEL INFRADEVELOPERS (P) LTD.

Corp Off & Regd Off: 10th Floor, Eldeco Corporate Chamber-II,
Plot No. TC 58-V & TC-59 - Vibhuti Khand, Gomti Nagar, Lucknow - 226010
☎ 0522 - 4932204/5 ✉ eiffelgroup@eiffelinfra.co.in 🌐 eiffelinfradevelopers.in

GST No. : 09AADCE5855F1ZI

RERA Reg No. : UPRERAPRJ669500

RERA Reg No. : UPRERAPRJ929171

Name: _____

Address: _____

File No: _____



Eiffel Group Initiative

Application Form No. :

RERA Reg No. : UPRERAPRJ669500

Application Form

To,
Eiffel Infradevelopers Pvt. Ltd.
10th Floor, Eldeco Corporate Chamber-II,
VibhutiKhand, (opp. MandiParishad),
Gomti Nagar, Lucknow 226010

Space for
Photograph

Space for
Photograph

Subject: Application Form

Dear Sir/Madam,

I/We, the said “Applicant/s” as mentioned in this application, say and declare as follows that:

- 1) The Applicant/s is aware that Lucknow Development Authority (herein“LDA”) has granted permission for construction and development of a group housing project on land admeasuring approx.5.6 acres situated at Sultanpur Road Lucknow, Uttar Pradesh (here in referred to as the 'Total Land') to M/s Eiffel Infradevelopers Pvt. Ltd
- 2) The Project is being developed under the name and style of “Eiffel Vivassa Estate”, as per the Layout Plan approved by Lucknow Development Authority (“LDA”) vide letter dated 25.04.2019 having no MAP20180719104540210 which inter – alia includes Group Housing plot, commercial spaces, parks, utilities and common services and facilities therein.
- 3) The Developer is developing a group housing Project in different phases by the name of “Eiffel Vivassa Estate” on the land admeasuring 5.6 acres (22662.34 sq mtr approx.) land comprising of 288 Units and commercial complex and club house duly approved by LDA vide letter dated 25.04.2019 having no MAP20180719104540210 as and more particularly demarcated in the plan annexed hereto in Annexure B.
- 4) The Applicant accepted and understood that the Promoter is developing the project on the schedule/total land in different Phases, of which Phase-1 is being developed on the project land and the remaining portion of the scheduled land would be develop in future on the discretion of the promoter and as approved by the competent authorities.
- 5) The Developer intends to develop the Project by optimum utilization of the floor area ratio (F.A.R) together with the infrastructures and Common areas and Facilities thereof, in accordance with the applicable laws.
- 6) The Developer has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration on 26-06-19 vide registration bearing no. UPRERAPRJ669500
- 7) The Developer has given inspection to the Applicant/s and displayed at its offices all available approvals/permissions, including the approved layout plan and/ or building plan, the sanctioned plans, specifications of the common areas applicable to the Project. The Developer has, as on date, obtained the Approvals as listed in Annexure C. Any future approval that may be required for during the course of development shall be obtained by the Developer as and when necessitated.
- 8) The Applicant/s has vide this application dated _____ (“Application”) hereby applies for booking of a residential unit in the Project as detailed in Annexure D (hereinafter referred to as “Said Unit”) for such Total Sale Consideration as specified in Annexure E.

- 9) At the time of submitting and executing this booking application form by the Applicant/s to the Developer, the Developer has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule agreed between the parties and other payment related terms and conditions including but not limited to interest payable on delayed payments as mentioned in Annexure A. The detailed payment schedule and list of other charges is provided in Annexure A.
- 10) The Applicant/s have gone through all the terms and conditions set out in this Application in relation to the Said Unit and Car Parking Space (if allocated) and understood the rights and obligations detailed herein.
- 11) The Applicant/s hereby confirm that they are signing this Application with full knowledge of all the laws rules and regulations notifications, etc. applicable to the Project/Township.
- 12) The Applicant/s have verified and are satisfied with all the title documents and deeds, which entitles the Developer to allot the said Unit to the Applicant/s on the basis of such terms and conditions as contained herein.
- 13) In case the Company accepts my application and allots me the said Unit, I/We agree and undertake to By signing this Application form, the Applicant/s do hereby accept and agree to abide by the terms & conditions as stipulated herein and also in Annexure F (General terms & conditions).
- 14) The Applicant/s confirms that they have chosen to invest in the Said Unit after exploring all other options of similar properties available with other developers/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the said Unit is suitable for their requirement and therefore has voluntarily approached the Developer for allotment of the said Unit in the Project.
- 15) The Applicant agrees and undertakes that he shall not hold the Developer and/ or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant(s) nor make any claims/demands on the Developer and/ or any of their sister concerns or affiliates with respect thereto.
- 16) The Applicant hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/their knowledge and nothing relevant has been concealed or suppressed. The Applicant/s also undertakes to inform the Developer of any future changes related to the information and details in this Application Form.
- 17) The Applicant has no objection to receiving marketing material correspondence, calls and SMS from the Developer.

Sr. No.			FIRST APPLICANT			
1	Name	:	<div>Please paste recent Photograph and sign across the same</div>			
2	Son of / Daughter of/ Wife of	:				
3	Date of Birth	:				
4	Marital Status	:				
5	Gender	:				
6	Nationality	:				
7	Occupation	:				
8	IT PAN No (Mandatory)	:				
9	Aadhar No	:				
10	Residential Status#	:	Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI)_____			
11	Phone	:	(Home)	(Work)	(Mobile)	(Any Other)
12	Email ID	:	_____@_____ I wish to receive all communications including demand letters from the Developer via email as mentioned hereinabove. I shall inform the Developer of any change in email id.			
13	Correspondence Address	:				
14	Permanent Address	:				
15	Developer Name & Address	:				

Sr. No.			SECOND/JOINT APPLICANT	
1	Name	:	<div>Please paste recent Photograph and sign across the same</div>	
2	Son of / Daughter of/ Wife of	:		
3	Date of Birth	:		
4	Marital Status	:		
5	Gender	:		
6	Nationality	:		
7	Occupation	:		
8	IT PAN No (Mandatory)	:		
9	Aadhar No	:		
10	Residential Status#	:	Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI)_____	
11	Phone	:	(Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____	
12	Email ID	:	_____@_____ I wish to receive all communications including demand letters from the Developer via email as mentioned hereinabove. I shall inform the Developer of any change in email id.	
13	Correspondence Address	:		
14	Permanent Address	:		
15	Developer Name & Address	:		

Sr. No.			COMPANY AS AN APPLICANT	
1	Name of Company Public/private/Limited/ Listed	:		
2	Date of incorporation	:		
3	Correspondence Address	:		
4	Registered Address	:		
5	Name of the authorised contact person	:		
6	Phone Fax	:	(Work)	(M)
7	Email	:	_____@_____ I wish to receive all communications including demand letters from the Developer via email as mentioned hereinabove. I shall inform the Developer of any change in email id.	
8	Developer's PAN card	:		
9	Corporate Identification Number (CIN)	:		
10	Director Identification Number (DIN)	:		

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

In case of more than one joint applicant, please use extra the sheet enclosed herewith at the end of the docket. Bank account details for refund [in case of non-allotment of the said Unit or any other reason]

Name of account holder: _____

Bank account number: _____

Bank name: _____

Branch location: _____

City: _____

MICR Code: _____

IFSC Code: _____

ANNEXURE – A

	Details of the said Unit	said Unit no.
	Project/ Building Name / Number	
	Carpet Area of the said Unit1 (in sq. mtr and sq. ft)	
	Exclusive Open Terrace Area3 (in sq. mtr and sq. ft) [if applicable]	
	Car Parking Spaces (if allocated)	Location Number
	Source of Booking	Direct Sub Source: Channel Partner
	Real Estate Agent name (if applicable) and RERA Registration no#	a) Name of Entity : b) Seal : c) RERA Registration Number
	Construction Linked / Any Scheme	
	Details of such Scheme (if any)	
	Subvention/ Benefit/ Discount provided (if any)	
	Date of offer of Possession##	
	Payment Schedule	Annexure E
	Deposit, outgoings and other charges	Annexure E
	Initial token amount / Application Money	
	Details of payment of Initial token amount	
	Payments to be made in favour of	Bank Account Name:.....Bank Name :..... Bank Account No. :.....IFSC code :.....
	Interest for delayed payments	10% per annum
	Holding Charges of the said Unit	@ Rs 15/- per sq ft. per month of Carpet Area of Unit, if applicable

*Area measurement is approximate and subject to variation.

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

2. "Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of said Unit, meant for the exclusive use of the Applicant/s.

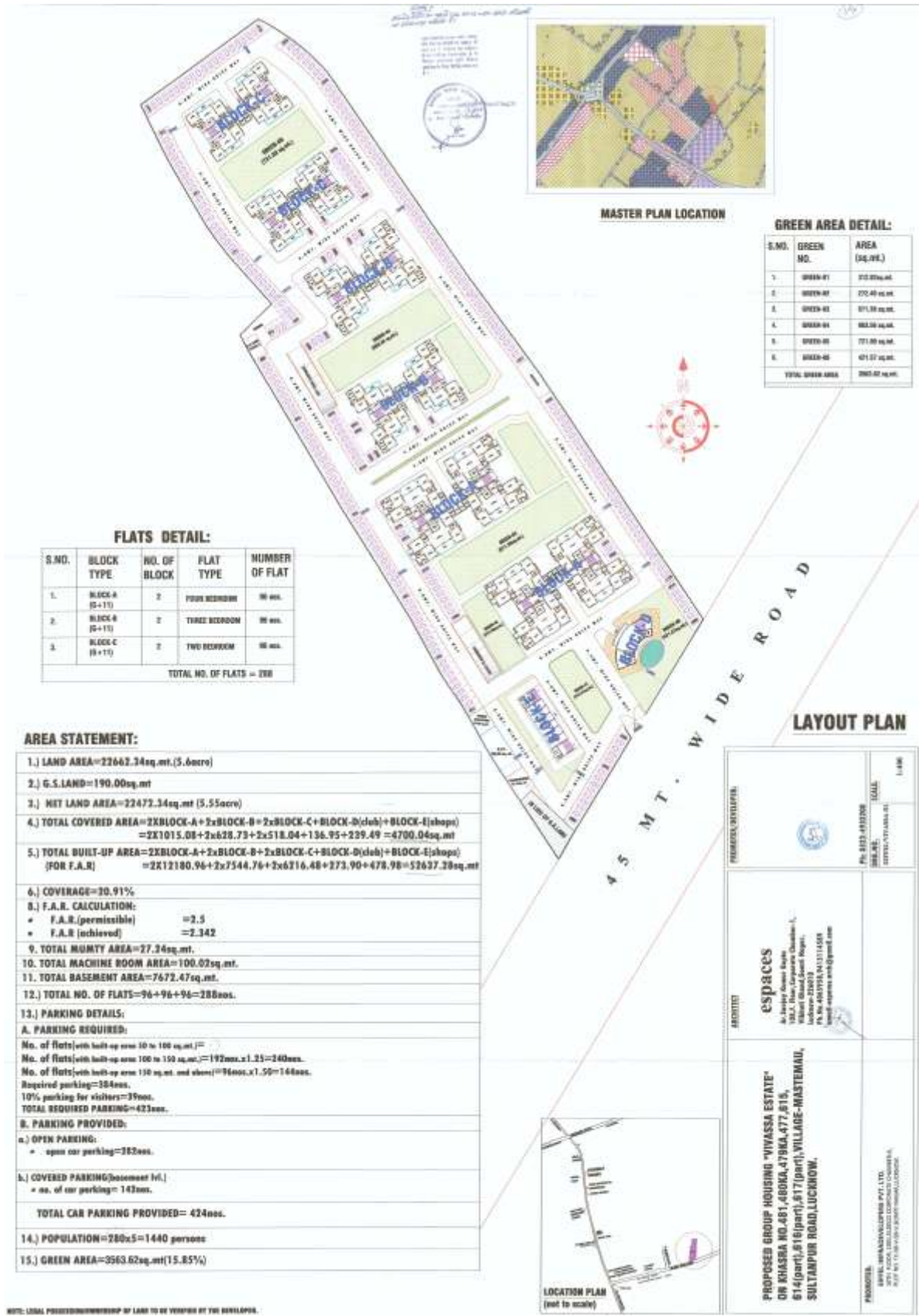
3. "Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a said Unit, meant for the exclusive use of the Applicant/s.

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

Subject to terms and conditions mentioned in the Application Form/ Agreement for Sale.

ANNEXURE – B

APPROVED PLAN OF THE PROJECT with details



ANNEXURE C

Approvals

Sr. No.	List of approvals	Date
1	Approval of Building Plans from LDA	25-04-19(MAP201807191045402)
2	Fire NOC	28-06-19
3	RERA Registration Number and all RERA details	UPRERAPRJ669500 - 26-06--19

SPECIFICATIONS

Location	Floor	Wall	Internal & External Door	Window	Ceiling	Other
Living / Dining	Full Body Vitrified Tiles	Tile skirting & Interior Emulsion Paint	8 ft. High Entry Door-Hard wood frame with Polished Teak wooden Panel Door Shutter	Anodized aluminum / Composite / UPVC Glazed Window	Emulsion Paint & POP Cornices	—
Master Bedroom	Vitrified Tiles	Plastic Emulsion Paint	Hard wood frame with Skin Moulded Shutter in Paint Finish	-do-	-do-	—
Bedroom	Vitrified Tiles	-do-	-do-	-do-	-do-	—
Kitchen	Ceramic Tiles	Combination of Ceramic Tiles upto 2' above the counter & Plastic Paint in Balance Area	-do-	-do-	Acrylic Distemper	Modular Kitchen in 3 & 4 Bedroom units
Toilets	Slip Shield Tiles	Combination of Wall Tiles & Acrylic Distemper	-do-	—	Acrylic Distemper	Premium Bathroom Fitting, Granite Counter Top, Wash basin with Pedestal Mirror, Towel rod, Toilet Tissue dispenser
Balconies/ Terraces	Ceramic Tiles	Acrylic Distemper	-do-	—	Acrylic Distemper	—
Corridors/ Lobby	Kota / Marble / Tiles	Acrylic Distemper	—	—	Acrylic Distemper	Lift facia in attractive stone/tile cladding.
Staircase	Kota / Marble / Tiles	Acrylic Distemper	—	—	Acrylic Distemper	M.S. with polished / paintedhand rail.
Electrical	Copper Electrical wiring throughout in concealed conduit with light points, power points with modular switches, Exhaust Fan in Toilet					
Door & Window fitting	Anodized aluminum door & window fittings Main door with premium brass fittings					
Facade	Combination of good quality texture finish & rich Exterior Paint					

Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Developer, shall not be held liable in any manner whatsoever, for the same

*For technical reasons or unavailability, equivalent materials may be used in place of the materials specified above.

ANNEXURE E

TOTAL SALE CONSIDERATION AND PAYMENT SCHEDULE

Total Sale Consideration Payable

Particulars	Amount (in Rs.)
Total Basic Cost	

Maintenance related charges/security/club fees to be paid before possession of the Unit

- Interest Free Maintenance Security (IFMS) @ Rs. 80/- per sq. ft./ of Carpet Area of Unit.
- The indicative maintenance charges is @ Rs. 4/- per sq. ft.(per month) of Carpet Area of Unit. Please note that the above indicative maintenance charges has been derived on the basis of cost, as on booking. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Unit, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI)
- prevailing at that point of time. The above maintenance charges are excluding applicable taxes. Also, 12 Months Advance Maintenance Charges has to be paid in advance.
- Club Membership Fees of RS. 25,000/- is payable towards membership of Eiffel Club in the Township.
- Cost of unit is inclusive of development charges of the Project, Pre paid meter and 3 KVA power back up. Additional power back up if required is chargeable extra.

Payment Schedule

- ☐ Construction Linked Payment Plan
- ☐ Down Payment Plan

Construction Linked Payment Plan			Down Payment Plan	
At the time of Booking	5%		At the time of Booking	5%
Within 30 days of Booking	5%		Within 30 days of Booking	5%
Within 60 days of Booking	10%		Within 60 days of Booking	80%
On Commencement of Excavation	10%		Down Payment Discount	10%
On Completion of Ground Floor Roof Slab	10%			
On Completion of 2nd Floor Roof Slab	10%			
On Completion of 4th Floor Roof Slab	10%			
On Completion of 7th Floor Roof Slab	10%			
On Completion of 10th Floor Roof Slab	10%			
On Completion of Structure	10%			
On Commencement of Plaster & Plumbing	5%			
On Offer of Possession	5%			

NOTE :

1. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/or reminder from the Developer.
2. In the event of delay in payment against cost of property or in case the Allottee/s approaches a Bank / Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @10% per annum from the date such amounts fall due.
3. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local,public or statutory authorities/ bodies in respect of the said Unit and/or the transaction contemplated here in and/or in respect of the Total Sale Consideration and/or the other amounts shall be payable by the Allottee/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on the Allottees/s. Developer.
4. The Allottee/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Developer, with respect to formation of Association/Apex Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sale deed etc.
5. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Developer for the execution and registration of the Agreement for Sale and Sale Deed of the said Unit to Allottee/s and Sale Deed of the common areas to Association and Apex Association (as the case may be), shall be payable by the Allottee.
6. The Allottees/s shall pay interest/ penalty/ loss that may be incurred by the Developer on account of the Allottee's failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
7. Amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee.

ANNEXURE F

GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY FOR APPLICATION

- (i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian (if possible under applicable law), whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required to be eligible to apply). Joint application by natural persons are only permitted.
- (ii) Applicant/s is/are required to keep the Developer promptly informed of any changes of their residence status in writing supported by necessary document. Applicant/s have to provide his/her / their/its e-mail Id and contact number to the customer care team of the Developer with reference of customer ID mentioned in this Application Form.
- (iii) The Applicant/s, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other statutory provisions as laid down and notified by the Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment/s for acquisitions of immovable property in India. In case of NRI, PIO and

OCI, refunds if any, shall, be made in Indian Rupees and the necessary permissions shall be obtained by such NRI or PIO or OCI at their costs. In case any such permission is refused or subsequently found lacking by any statutory authority, the amount paid towards booking and further consideration will be returned without interest by the Developer (excluding taxes), subject to deduction of Rs.10,000/- (Rupees Ten Thousand only) as an administrative charges, only if the cancellation is prior to the execution of the Agreement for Sale and Developer will not be liable in any manner on such account.

- (iv) The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from the appropriate authorities for the purchase of the said Unit and the Developer shall not be responsible for the same. The Applicant/s shall keep the Developer informed about the status of the requisite permissions. The allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and taxes shall stand forfeited and further consideration will be returned by the Developer as per rules without interest. Further, the allotment shall stand cancelled forthwith and the Developer will not be liable in any manner on such account. The Applicant/s shall cease to have any right, title and / or interest in the said Unit.

2. APPLICATION FOR ALLOTMENT

- (i) The Applicant/s has/ have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of a said Unit in the Project to be developed by the Developer.
- (ii) The Applicant/s hereby undertakes that he/she/it shall abide by all the laws, rules and regulations and terms and conditions of the concerned authorities and/or of the State Government, the Local Bodies and/or other authorities applicable to the Project.

3. APPLICATION PROCEDURE

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

4. WITHDRAWAL OF APPLICATION AND CANCELLATION

- (i) If the Applicant/s wish to withdraw their Application prior to the allotment of the said Unit or within 15 days of the date of application, whichever is earlier, then the Developer shall refund

the Application Money without any interest within 45 (forty five) days of re booking of the said Unit, subject to the terms mentioned herein. Taxes, cess, levies, charges etc. paid on such Application Money shall not be refunded to the Applicant/s.

- (ii) If the Applicant/s after allotment of the said Unit, at any time, requests for cancellation of the allotment of the said Unit, such cancellation shall be subject to forfeiture of the amount/s mentioned in clause 5 (xvi) and refund of the balance amount, if any, shall be on the terms and conditions and within such period as mentioned in clause 5 (xvi).

5. SALE CONSIDERATION AND OTHER PAYMENTS

- (i) The Applicant/s agree/s that 5% (five percent) of the Total Sale Consideration shall be treated as “Booking Amount”. Time is the essence for payment of the amounts herein and the Applicant/s agrees to pay the Total Sale Consideration and such amounts as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee, other charges, outgoings, taxes, levies etc. on or before the due date or as and when demanded by the Developer.
- (ii) The Applicant(s), subject to the provisions contained herein and after execution of Sale deed of the said Unit, shall be entitled to have right, title and interest in the said Unit only after payment of Total Sale Consideration enumerated in Annexure E and all other expenses, charges, deposits, amounts, lease rents, maintenance charges, all other outstanding amounts as mentioned in this Application form/ Agreement for Sale and Offer Letter (defined below).
- (iii) The Cost of Property is escalation-free, save and except the charges stated herein any escalations/increases/impositions due to increase carpet area of the Unit, increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ local bodies/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premium/s and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ local bodies/Government and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time.
- (iv) It is clarified that the computation of the Cost of Property as per Annexure E does not include (i) goods and services tax, land under construction tax, property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Unit (ii) running, maintenance and operation cost of Common Areas and Facilities of the Project or (iii) for any rights over the commercial areas/spaces , or (iv) for any rights over areas reserved/ restricted for any other allottee / right-holder at the Project or (v) for any rights over areas to be transferred by the Developer to third parties as per Applicable Laws. The Applicant/s has agreed, understood and satisfied himself/herself about the same, and shall be liable to pay the common expenses as determined by the Developer for running, maintenance and operation of the Common Areas and Facilities of the Project as well as Common Areas and Facilities of the project as till such time they are transferred to the Association/Local Authority.
- (v) It is clarified that in the Total Sale Consideration of the said Unit mentioned in Annexure D of this Application Form, charges for individual electricity connection/ meter charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in securities of water, electricity etc., any new

infrastructure augmentation charges and increase thereof for bulk supply of electrical energy and all / any other charges are not included and the actual/ proportionate amount towards the same shall be additionally payable by the Applicant on or before the offer of possession of the said Unit.

- (vi) The Applicant/s agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities of the Project.
- (vii) The Applicant/s for execution and registration of the Agreement for Sale shall also pay to the Developer applicable stamp duty, registration charges, other amounts for meeting all legal costs, charges and expenses, including but not limited to professional costs of the Attorney-at-Law/Advocates of the Developer, Legal Charges etc. on or before the execution and registration of the Agreement for Sale. All overdue payments shall attract interest @10% per annum from the due date till the date of receipt of amounts or realization of the cheque by the Developer, whichever is later.
- (viii) The Developer shall not accept payment by cash and/ or deposit of cash in the designated account of the Developer and such payment shall not be accepted and shall continue to appear as outstanding against the said Unit. The Developer shall accept payments towards the booking from the account(s) of the Applicant/s and/ or Joint Applicant/s only. If any payments of installments are made by any third party by or on behalf of the Applicant(s), the Company shall not be responsible towards any such third party and such third party shall not have any right in said Unit, except as may be specifically consented to by the Company in case of the Bank Loan availed by the Applicant(s). Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Applicant(s) account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Applicant(s).
- (ix) The Applicant/s is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Unit. Further, the Applicant/s has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Applicant/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- (x) The Applicant/s undertakes to execute and register the Agreement for Sale and Sale Deed with respect of the said Unit in the format provided by the Developer under applicable law within such timelines as mentioned in the Offer Letter (defined hereinafter) issued by the Developer. In the event the Applicant/s fails to duly execute and register the Agreement for Sale/ Sale Deed as aforesaid within the stipulated period as mentioned in the intimation letter/Offer Letter, the penalty, if any, payable under the relevant laws for delay in execution and/or registration of Agreement for Sale and Sale Deed shall be payable by the Applicant/s till the registration of the for Sale and Sale Deed. Without prejudice to any other rights that the Developer may have in that behalf, the Developer shall also have the right to cancel the allotment / booking and forfeit the Booking Amount or such amounts paid till date, whichever is higher. The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein.
- (xi) The Applicant/s agrees to form and join an Association comprising of the Allottees of the Project (herein “Association”) for the purpose of management and maintenance of the Project and sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. No objection shall be made by the Buyer/s with respect to the same. The Developer shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit/s owners in complying with the above.

- (xii) The management and maintenance of only Common Area and Facilities of the Project will be transferred to the Association of allottees of Project. Areas like shops/commercial/club spaces/apartments for commercial use, and kiosks (if provided) etc. shall not be handed over to the Association and shall be owned by the Developer.
- (xiii) The Buyer agrees to join (either directly or through Association) an association of all the allottee/s of the Project("Apex Association") for maintenance and management of Common Areas and Facilities of the Project and pay the common area charges of the Project.
- (xiv) It is irrevocably agreed by the Applicant/s that on all amounts received, the Developer shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.
- (xv) Without prejudice to the rights of the Developer to charge interest in terms clauses herein, on the Applicant/s committing default in payment of any outstanding amount within 90 days of the due date/demand (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Applicant/s committing breach of the terms and conditions of this Application, then without prejudice to the rights and remedies of the Developer, the Developer shall at its sole discretion, be entitled to terminate this Application. Provided that, the Developer shall give notice of 15 (fifteen) days in writing to the Applicant/s, by Speed/Registered Post at the address provided by the Applicant/s and mail at the e-mail address provided by the Applicant/s of its intention to terminate this Application and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Application. If the Applicant/s fails to rectify the breach or breaches mentioned by the Developer within the time period specified in the notice then at the expiry of such notice period, the Developer shall be entitled to terminate this Application.
- (xvi) The Developer upon termination of the Application/allotment as per clause (xiv) above shall refund all such amounts paid by the Applicant/s till the date of termination without interest subject to forfeiture of the Earnest Money along with Non Refundable Amount. The Developer shall upon termination as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Unit, either by way of (i) personal hand delivery of cheque(s) to the Applicant/s, or (ii) courier of cheque(s) to the Applicant/s at the aforementioned address mentioned in this Applicant, or (iii) by any other means as the Developer may deem fit. In the event Applicant/s is untraceable and/or unreachable and /or does not accept refund amount, in such case the Developer shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Developer has refunded the balance amount and the Developer's liability shall end on such date. Such refund shall be in the name of the first Applicant/s (as per the Application) /lender (in case the Applicant/s has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Applicant/s shall be accordingly delayed without any claim towards interest for such delay.
- (xvii) In case Applicant/s wishes to withdraw/cancel the Application/ Agreement for Sale /allotment of the Unit then the Developer shall refund all such amounts paid by the Applicant/s till the date of cancellation without interest subject to forfeiture of Earnest Money along with Non Refundable Amount.

The Developer shall upon cancellation as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Unit, either by way of (i) personal hand delivery of cheque (s) to the Applicant/s, or (ii) courier of cheque(s) to the Applicant/s at the aforementioned address mentioned in this Application, or (iii) by any other means as the Developer may deem fit. In the event the Applicant/s is untraceable and/or unreachable and /or does not accept refund amount, in such case the Developer shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Developer has refunded the balance amount and the Developer's liability shall end on such date. Such refund shall be in the name of the first Applicant/s (as per the Application) / lender (in case the Applicant/s has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Applicant/s shall be accordingly delayed without any claim towards interest for such delay.

- (xviii) The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee(s), proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein entitled to forfeit the booking amount paid for the allotment. The promoter shall refund 50% of the amount of money paid by the allottee within 45 days of such cancellation/withdrawal and remaining 50% on re-allotment of said [Apartment] or at the end of 2 years from the date of cancellation, whichever is earlier. Promoter shall inform the previous allottee, date of re-allotment of said [Apartment]& also display such information on official website of UP RERA on the date of re-allotment.
- (xix) Upon the cancellation and/or termination of the allotment of the said Unit, the Applicant/s shall not have any right, title and/ or interest with respect to the said Unit and the Developer shall be at liberty to sell or otherwise deal with the said Unit with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Developer may in its sole, absolute and unfettered discretion think fit and proper and the Applicant/s waives his/her right to raise any objection or dispute in this regard.
- (xx) Any Application containing false or misleading information and/or documents is liable to be summarily rejected and the allotment shall stand cancelled. Upon such cancellation, the installments paid will be refunded without any interest subject to forfeiture as stated herein.

6. POSSESSION AND COMPENSATION

- (i) The Developer shall endeavor to offer possession of the Unit to the Applicant/s on or before the date specified in Annexure A ("Date of offer of Possession"). The Date of offer of Possession shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure Events and the reasons beyond the control of the Developer.
- (ii) In the event the possession of the Unit is delayed beyond the date as agreed herein above interalia for any reason, the Developer shall be entitled to extension of 12(Twelve months (extended duration) months ("Subject to the permission of RERA authority.") for handover of possession and completion of construction.
- (iii) In the event of any delay in handing over possession of the Unit to the Applicant/s on the Date of Offer of Possession and/ or beyond the Extended Duration and/ or further extension of time for completion of

construction of the Unit the Applicant/s shall be entitled to reasonable compensation from the expiry of Extended Duration or further extended time (as aforesaid), as the case may till the date of Offer Letter (defined hereinafter). It is clarified that compensation as aforesaid shall be payable only on the amount/s received towards the Total Sale Consideration only (excluding interest amounts (if any), paid to the Developer and not on the stamp duty, registration fee, VAT, Service tax, GST, TDS, deposits, charges etc. and/or Pass Through Charges). It is expressly clarified that no compensation shall be payable by the Developer for any time period beyond the date of Offer Letter, for any reason whatsoever, irrespective of the Applicant/s not taking possession of the Unit.

- (iv) Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Date of Offer of Possession shall be extended
 - (a) on account of any Force Majeure Events and/ or
 - (b) due to non-compliance of the terms and conditions by the Applicant/s.
- (v) Additionally, the compensation for delay shall not be paid in the following events:
 - (a) For the period of delay caused due to reasons beyond the control of the Developer and/or its agents and/or
 - (b) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Applicant/s during inspection of the Unit, and/or
 - (c) For the period if the Applicant/s commit/s any default and/ or breach of the terms and conditions contained herein, and/or
 - (d) For the period of delay incurred due to additional work to be completed on the request of the Applicant/s for certain additional features, upgrades, in the Unit, in addition to the standard Unit, and/or,
 - (e) For the period of inordinate delay incurred due to LDA or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF) for construction, grant of occupation/completion certificate.
- (vi) In case the Developer is forced to discontinue the construction of the Unit and/ or Project (entire or part) due to Force Majeure Events and/ or due to operation of any law or statutory order or otherwise, then the Developer shall be liable to refund the amounts paid by the Applicant/s without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.
- (vii) The Developer upon completion of construction of the Unit shall issue written Offer of Possession/Final Demand Notice ('Offer Letter') to the Applicant/s. The Applicant/s on issuance of Offer letter shall make payments as per the Offer Letter and take possession within such period as may be mentioned in the Offer Letter. The Applicant/s shall before taking over the possession of the Unit clear all outstanding dues and amounts as mentioned in Annexure and also pay the applicable GST, value added tax and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the Unit. It clarified that the Final Finishing of the Unit may be pending on the date of Offer Letter, which will be done within 60 days of receipt of all dues, charges, taxes etc. by the Developer.
- (viii) The Applicant/s upon receiving Offer Letter shall take possession of the Unit from the Developer within period stipulated by executing necessary indemnities, undertakings and such other documentation as prescribed in the Application and the Developer shall thereafter give possession of the Unit to the Applicant/s.
- (ix) In case the Applicant/s fails to take possession of the Unit within such date as mentioned in the Offer Letter, then the Unit shall lie at the risk and cost of the Applicant/s and the possession of the Unit shall be

deemed to have taken by the Applicant/s on the expiry of date stipulated in the Offer Letter. The maintenance charges shall commence from the MRMC Commencement Date, (defined hereinafter). It is clarified that in case Applicant/s fails to clear dues or take possession as contemplated in Offer Letter then (i) MRMC, Holding Charges shall be payable by the Applicant/s from the MRMC Commencement Date

- (x) Developer shall have the option not to undertake Final Finishing and handover the Unit without Final Finishing in case the Applicant/s fails to clear dues or take possession within six months from the date of Offer Letter. However, in such a case the cost credit, (as per Developer's estimation, which is final and binding) for the items not so executed for Final Finishing will be given to the Applicant/s or adjusted against the unpaid amount. It is clarified that in case Final Finishing is already done by the Developer then the Developer shall not be required to do it again when the Applicant/s finally comes forward to take possession of the Unit.
- (xi) The Applicant/s in addition to payment of interest for delayed payments, if any, shall be liable to pay Holding Charges as specified in Annexure A from MRMC Commencement Date till the Applicant/s takes actual possession of the Unit. During the period of the said delay by the Applicant/s, the Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Applicant/s in relation to its deterioration in physical condition of material/ fixtures.

7. MAINTENANCE

- (i) The Applicant/s agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities of the Project.
- (ii) The Applicant/s agrees to pay to the Developer or Maintenance Agency the Maintenance Charges towards the maintenance and upkeep of the Common Areas and Facilities (excluding internal maintenance of the Unit) of the Project (herein "MRMC Charges"). The Applicant/s understands & agrees that the MRMC Charges may be enhanced by the Developer or the Maintenance Agency from time to time. Incidence of GST/any Taxes etc. on MRMC Charges and outsourced services shall be borne by the Applicant/s.
- (iii) For the purposes of avoidance of doubt, it is clarified that the MRMC Charges shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Applicant/s has taken such possession of the Unit (for fit outs) or not. Such date shall be referred to as "MRMC Commencement Date".
- (iv) The Applicant/s agrees that on issuance of Offer Letter of the Unit, an Interest-Free Maintenance Security (herein "IFMS") towards the security for payment of charges for maintenance, upkeep of or any damages to, the Common Areas and Facilities of Project shall be payable by the Applicant/s as mentioned in Annexure E. The IFMS shall become payable within 30 days from the date of Offer Letter by the Developer, whether or not the Applicant/s takes possession of the Unit.
- (v) The Applicant/s agrees that upon offer of possession of Unit he/she agrees to enter into a Maintenance Agreement with the Developer or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Developer (herein "the Maintenance Agency") for the maintenance and upkeep of Common Areas & Facilities (excluding internal maintenance of the Unit) of the Project and Common Areas and Facilities of the Project. However, failure on the part of Applicant/s to enter into Maintenance Application for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the MRMC Charges and other related charges.

- (vi) The Applicant/s agrees to pay advance monthly/quarterly/yearly MRMC Charges as intimated/demanded by the Developer/ Maintenance Agency, irrespective of the fact, whether the Applicant/s is in occupation of the Unit or not, within a period of 7 days of demand. In case of delay in payment of MRMC Charges, interest @ 12% p.a. shall be charged for the period of delay. The Developer/Maintenance Agency reserves the right to determine/collect the MRMC Charges in advance as per its policy. No interest shall be payable on such advance collection.
- (vii) The Applicant/s agrees that in case of his/her/their failure to pay the MRMC Charges on or before the due date then the Developer/Maintenance Agency is entitled to deny him/her/them maintenance services and the Developer/Maintenance Agency shall also be entitled to effect disconnection of services that may include disconnection of water/sewer, power, power backup etc. and debarment from usage of any or all Common Areas & Facilities of the Project. Further, non-payment of MRMC Charges shall constitute a breach of the terms contained herein by the Applicant/s.
- (viii) The Applicant/s agrees that in the event the MRMC Charges, other charges/dues etc. are in arrears for more than three months then the Developer shall have the right to terminate the allotment by a notice in writing to the Applicant/s of 30 days (herein "Notice Period"). If such notice is issued then Applicant/s will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Developer and the Applicant/s shall have no right, interest or lien in the Unit. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments and other dues, if any, shall be governed by the provisions contained herein.
- (ix) The Applicant/s agrees that the Developer / Maintenance Agency will maintain the Project till the maintenance is handed over to the Association or for a period of 1 year from the date of completion of Project, whichever is earlier. The Developer is not bound to maintain the Project beyond a period of one year, as aforesaid. The Applicant/s understands that the IFMS lying with the Developer shall not earn any interest, and no such amount shall be creditable to his/her/their account. If the Association (as the case may be) fails to take over the maintenance within that period, the Developer is authorized to cease the maintenance and return the IFMS after deducting any default of MRMC Charges etc. along with interest accrued thereon & other charges/deposits borne by the Developer with respect to the Project and discontinue its maintenance. It is clarified that IFMS pool "net of aggregate defaults" of all the allottees will be transferred to the Association, as and when it is formed or on failure of Association to take over the maintenance within the prescribed period, to the allottee(s) directly. However, the Developer may manage the maintenance & upkeep of the Project even after the said period of one year (as aforesaid) and in such an event, the Developer shall retain IFMS and levy MRMC Charges till such time the maintenance is not handed over to the Association.
- (x) The Applicant/s agrees that he/she/they will neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities of Project, adjoining unit/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association, Apex Association. The Applicant/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Developer may recover the expenditure incurred in such rectification from the Applicant/s's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses then the Developer shall be entitled to raise demand against it, which shall be strictly payable by the Applicant/s within 30 days of such demand. However, in such an event Applicant/s shall make further payment to maintain required balance of IFMS as applicable. The Applicant/s shall always keep the Developer indemnified in this regard.

- (xi) The Applicant/s agrees that the common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block in the Project for organizing meetings and small functions, the same shall be used on payment basis.
- (xii) The Applicant/s agrees that the he/she/they or his/her/their nominees/ agents/ employees etc. shall at all times comply with the rules and regulations as may be laid down by the Developer or Maintenance Agency.
- (xiii) The Applicant/s agrees that the maintenance of the Unit including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Applicant/s from the lapse of the period as may be mentioned in the Offer Letter date of possession or possession due date, whichever is earlier.
- (xiv) The Applicant/s understands and agrees that the Developer might take bulk supply electricity connection to distribute power in the Project and in such case Applicant/s shall not apply to the concerned department directly for supply of electrical energy in the Unit. However, if for any reason the Developer is not able to get bulk supply electricity connection due to technical reason or otherwise then the Developer will only be providing cable network for electricity distribution in the Project and the allottees shall at its own cost and expenses apply to concerned department directly for power in the Unit and shall accordingly pay the electricity bill directly to the concern department.
- (xv) The Applicant/s understands and agrees that the Developer to administer the collection of charges towards general maintenance, power, power back up, water supply etc. may, in its discretion integrate the billing and collection of charges through a common mechanism including pre-paid meters.
- (xvi) The Developer has informed the Applicant/s it proposed to develop a multi-purpose hall with facilities within the project and all the allottees of the project will have exclusive right to use the same on payment of usage charges and membership charges as stipulated. The Developer has also informed the Applicant/s that it has developed a club under the name "Eiffel Club" within the project with certain amenities and facilities etc. ("Club") in the project and the allottee/s of the project shall be allowed to use the club subject to membership charges and on payment of usage charges and on such terms and conditions as may be stipulated by the Developer/his nominee/transferee from time to time. It shall be incumbent to all the allottee to become the members of the club & pay monthly subscription charges, irrespective of the fact whether he/she is availing the club facilities or not. Monthly subscription charges shall be payable from the possession due date or from the date of start of club facilities whichever is later.

8. TRANSFER / NOMINATION

- (I) Subject to the terms of the Application and norms of LDA and subject to the Applicant/s clearing all dues including interest, taxes, levies etc. if any, at any time prior to execution of the Sale Deed, the Applicant/s may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Developer may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the Applicable Laws, notifications/Governmental directions, guidelines issued by LDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Applicant/s of such applicable charges (taxes extra) if the Applicant/s providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Developer. It is clarified that (i) stamp duty and registration charges as applicable on such transfer /substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by LDA/ Association on such transfer/ substitution/ nomination shall also be paid by the Applicant/s / third party transferee.

- (ii) At any time after execution of the Application/allotment of the Unit, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Developer shall be payable in case such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Applicant/s and the Applicant/s shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Developer. However, for such transfer, the permission from both the Joint Applicant/s is mandatory, if any.

9. GENERAL

- (I) It is clarified by the Developer that any benefit, deferment, waiver, compensation etc. of any pecuniary nature which is agreed and/ or which may arise under this transaction shall be solely for the benefit of the Applicant/s hereto and cannot be transferred, exchanged, adjusted and assigned to any third party, transferee, assignee etc.
- (ii) The Developer shall confirm the final carpet area that has been allotted to the Applicant/s after the construction of the Building, in which the said Unit is situated, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area, then in such event the only recourse of the Applicant/s shall be refund by the Developer of the excess money as per applicable law. If there is any increase in the carpet area allotted to Applicant/s, the Applicant/s shall make payment with the next milestone of the Payment Schedule and/ or on or before possession and the Applicant/s shall not be entitled to cancel and terminate this booking on account for this variation. Such monetary adjustment shall be made in proportion to the Sale.
- (iii) The Applicant/s ensures and undertakes that all Fit-outs/interior works done internally within the Unit shall not pose any nuisance to the other occupants/purchasers of the Project and also protect against fire, pollution or health hazards, noise, etc. in the Project.
- (iv) The Applicant/s shall not alter the façade, color scheme of the Unit or make any such alterations which are visible on the external façade of the Unit.
- (v) The Applicant/s shall use the Unit as per the provisions of the Application, and bye laws of the Association/Apex Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other unit/s in the Project nor for any illegal or immoral purposes.
- (vi) The Applicant/s shall from the expiry of date to take possession of the Unit within such date as mentioned in the Offer Letter or the date of execution of the Sale Deed, whichever is earlier, be liable to bear all costs and expenses to keep the Unit in a good and tenantable state and condition including structural maintenance, regular painting, seepage etc. The Applicant/s shall carry out, at his/her own cost and expenses, all internal repairs to the Unit and maintain the same and not do or suffer to be done anything in or to the Unit or in the Project which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Applicant/s is guilty of any act or omission in contravention of this provision, the Applicant/s shall be responsible and liable for the breach and also for the consequential loss or damage, to the Developer or Association or the Competent Authority, as the case may be.

- (vii) The Applicant/s shall neither cause or cause to be done any structural changes or alternation to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the Unit whether temporary or of a permanent nature. The Applicant/s shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the Unit. The Applicant/s shall, with the prior written consent of the Developer, be at liberty to fix safety grills on the windows of the Unit, of such design as the Developer may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Applicant/s or there is a deviation from the specifications prescribed by the Developer; the Developer shall be entitled to remove, at the cost and risk of the Applicant/s, all such grills which may have been fixed at the Unit together with any decorations, alterations, additions or improvements in the Unit made by the Applicant/s in contravention to the provisions of the Application. The Applicant/s shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the Unit in any manner whatsoever. The Applicant/s agrees and confirms that in the event the Applicant/s takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Applicant/s and the Applicant/s shall indemnify the Developer towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Developer.
- (viii) The Applicant/s shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- (ix) The Applicant/s hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Applicant/s under the Application towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “Money Laundering Regulations”). The Applicant/s further declare/s and authorize/s the Developer to give personal information of the Applicant/s to any statutory authority as may be required from time to time. The Applicant/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Applicant/s further agree/s and confirm/s that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Developer shall at its sole discretion be entitled to terminate the Application. Upon such termination the Applicant/s shall not have any right, title or interest in the Unit neither have any claim/demand against the Developer, which the Applicant/s hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Applicant/s shall be refunded by the Developer to the Applicant/s in accordance with the terms of the Application only after the Applicant/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Applicant/s.
- (x) The Applicant/s shall neither encroach upon the Common Areas and Facilities of the Project, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- (xi) The Applicant/s shall not store in the Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the

Project or which is objected to by the Developer or the Association. If any damage is caused to the Unit, Common Areas and Facilities of the Project, or to the Project on account of any act, negligence or default on part of the Applicant/s or his/her employees, agents, servants, guests, or invitees, the Applicant/s shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Developer or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Applicant/s.

- (xii) The Applicant/s shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the Common Area and Facilities of the Project or any portion of the Project.
- (xiii) The Applicant/s shall not be entitled to install its personal / individual generator(s) for providing power back up to the Unit. However, they may install UPS systems within the Unit.
- (xiv) The Applicant/s shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Unit or land underneath or lands forming part of Common Areas and Facilities of the Project.
- (xv) The Project shall always be known as “ Vivassa Estate” and this name shall not be changed by anyone including the Applicant/s or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Project may be changed at the sole discretion of the Developer and the Applicant/s shall not be entitled to raise any objection/hindrance on the same.
- (xvi) The Applicant/s agrees and confirms that the present Application and the payment made here under do not create or bring into existence any lien/ encumbrance over the Unit in favour of the Unit in favour of the Applicant/s against the Developer other than rights and interests as contemplated under the Application. Further, the Applicant/s agrees that he/she shall not, without the approval of the Developer, create any encumbrance, mortgage, charge, lien, on the Unit, by way of sale, Application of sale, lease, license, loan, finance Application, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Sale Deed in his/her favour by the Developer. However, the Applicant/s may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under the Application apply for and obtain financial assistance from banks/financial institution after obtaining prior written from the Developer. The Applicant/s may enter into such arrangements/ Applications with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Unit only when the ownership/ title in the same is conveyed / transferred in his /her favour by virtue of execution and registration of the Sale Deed. Any such arrangement/ Application shall be entered into by the Applicant/s at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Developer may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Developer shall by no means assume any liability and/ or responsibility for any such loan and/or financial assistance which the Applicant/s may obtain from such bank/ financial institution. The Applicant/s shall, at the time of grant of permission or NOC by the Developer, furnish an undertaking / declaration to the Developer to indemnify the Developer for all costs, expenses, injuries, damages etc. which the Developer may suffer for any breach / default that may be committed by the Applicant/s to the third party(ies) / banks/ financial institution. In the regard, the Developer may at the request of Applicant/s, enter into a tripartite Application with the Applicant/s'banker / financial institution to facilitate the Applicant/s to obtain the loan from such bank /

financial institution for purchase of the said Unit. The Applicant/s hereby agrees that the Developer shall be entitled to terminate the Application at the request of the Applicant/s's banker / financial institution in the event of any breach of the terms and conditions under the loan Application / tripartite Application committed by the Applicant/s

- (xii) The Applicant/s shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Unit, in the Common Areas and Facilities of the Project or on the external façade of the Project. However, the Applicant/s may affix name plates / name boards only at the designated areas and of such sizes as may be previously approved in writing by the Developer or the Association, as the case may be. The Applicant/s agrees to obtain a prior written approval from the Developer or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.
- (xviii) Till the time each such unit/s in the Project is not separately assessed, the Applicant/s agrees to pay on demand all taxes, charges viz property tax, municipal tax, water tax etc. and/or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the Carpet Area of the Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Developer or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Applicant/s.
- (xix) In case of termination of the Application, all documents executed/ received by the Applicant/s(s) in furtherance thereto shall stand terminated for all intents and purposes and the Applicant/s(s) shall return all documents (in original) to the Developer.
- (xx) The Cost of Property is exclusive of the statutory deposits to be made by Developer to Competent Authorities towards electricity, water and other facilities at the Project. The same shall be payable by the Applicant/s on a pro-rata basis as and when demanded by Developer/ Competent Authority.
- (xxi) The Developer will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/ Statutory authorities. The Developer has further clarified to the Applicant/s that the Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the Unit, as the same is to be provided by the concerned government or local authority or body. The Applicant/s agrees that since this is beyond the control and scope of the Developer, they shall not hold the Developer responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- (xxii) The Applicant/s hereby agrees and undertakes that he/she/they shall pay the insurance premium of the Unit and proportionate common area of the Project, from such date as intimated by the Developer and the same is in addition to Cost of the Property.
- (xxiii) The Applicant/s understands and agrees that for better governance and management of open parking area/s and to avoid any confusion among the Applicant/s/s, the Developer will allocate the open parking/bay to certain Applicant/s/s only to the exclusion of others Applicant/s/s of the Project. The Applicant/s hereby acknowledges that the open parking arrangement is beneficial for all the residents of the Project including himself/herself and as such he/she irrevocably consents (i) not to randomly park his/her vehicle/s in the common area/s of the Project or the parking space/bay allocated to other Applicant/s/s of the Project (ii) to park his/her vehicle only in the space allocated to him/her.

- (xxiv)

The Applicant/s acknowledge(s), agree(s) and undertake(s) that the Applicant/s shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Applicant/s nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.
- (xxv)

The Applicant/s undertakes that the Applicant/s has/have taken the decision to purchase the Unit in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Applicant/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in the Application.
- (xxvi)

The Applicant/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer. The Applicant/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xxvii)

The Applicant/s understands and agrees that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Project are proposed to be designed & installed by the Developer on the basis of diversity factor considering group diversity @ 50 %. The Applicant/s agrees that he/she/they, either singly or in combination with other Applicant/s/s in the Project shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Developer to different Applicant/s.
- (xxviii)

The Applicant/s understand and agree that except ownership rights of the Unit area and impartiable undivided proportionate interest in the Common Areas and Facilities of the Project, no rights of any kind shall accrue to the Applicant/s in any part of the project, including but not limited to institutional area/ blocks, shops/ commercial area/ commercial apartment, Club, on the Total Land, and the same shall always remain the property of the Developer and be dealt in a manner the Developer may deem fit and proper. The Applicant/s further acknowledges that he/she does not have any right in relation to the development/ proposed development in the area left after Project Land and hereby expressly gives his/her/their no objection to such development including development to be carried on account of an increase in FAR, modification of the master plan of that location due to change in applicable governmental laws, rules and regulations, etc.
- (xxix)

The Applicant/s is aware that the Developer shall be carrying out extensive development/ construction activities at any time in future on the Total Land and that the Applicant/s has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Developer or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities in the Township. The Developer for better planning, further construction on any portion of vacant land in the Total Land if becomes possible shall be entitled to take up such further construction and the Applicant/s shall have no objection for the same if not affecting the said Unit.
- (xxx)

In case the Applicant/s desire/s (with prior written approval/consent of the Developer) to carry out the tiling, painting or replacement of fixtures and fittings on its own other than the specifications agreed herein, no request of reimbursement of expenses towards the same or any deduction in the Total Sale Consideration of Unit shall be considered by the Developer.

- (xxxi)

The Applicant/s understands and agrees that in the event of paucity or non-availability of any material and/or brand the Developer may use alternative materials/ article and/or equivalent brand, but of similar good quality. Natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Developer shall not be held liable in any manner whatsoever for the same.
- (xxxii)

The Applicant/s confirm that he/she/they have not relied upon the interiors depicted / illustrated in the sample flat or show flat and agree and understand that the same is shown only as a suggested layout without any obligation on the part of the Developer to provide the same. The Applicant/s further understands and acknowledges that the specifications mentioned in the advertisem-ent / communications or the sample flat / mock flat and its colour, texture, the fitting(s) /fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification for any unit and/or service and the Applicant/s has not relied on the same for purchase of the Unit.

9. MORTGAGE OR CHARGE

The Applicant/s hereby agrees and confirms that if the Developer so desires, it shall be entitled to create security on the Project /total land together with the buildings being constructed thereon and receivable therefrom by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof, save and except the Unit allotted herein. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan Applications and other documentation, in any form including by way of deposit of title deeds, save and except the Unit. The Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon. The Applicant/s hereby gives express consent to the Developer to raise such financial facilities against security of the Project and together with the buildings being constructed thereon and mortgage the same with Banks and/ or Financial Institutions as aforesaid, save and except the Unit agreed to be transferred hereunder.

10.JURISDICTION AND ARBITRATION

That the rights and obligations of the parties under or arising out of the Application shall be construed and enforced in accordance with the laws of India for the time being in force and the Uttar Pradesh courts will have the jurisdiction for the Application. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act and the Rules and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in the Application and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application, 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 (i) the Parties shall in the first instance, if permitted under relevant laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Lucknow, (ii) or if not permitted under the prevalent law to adjudicate the dispute through arbitration, the said dispute shall be settled through the adjudicating officer appointed under the Act.