

M/s Arena Superstructures Private Limited

Registered Office:

1105, Naurang Bhawan, 21 KG Marg,
New Delhi -110001

Head Office:

Lotus Business Park,
Plot No.8, Sector-127,
Expressway, Noida-201301

Dear Sir(s),

I/We, the undersigned, hereby request for provisional allotment of a residential apartment in the group housing Project known as “**Lotus Arena**” (“**Apartment**”) to be developed by M/s Arena Superstructures Private Limited (hereinafter referred to as the “**Company**”) on Plot No. SC-01/A2 admeasuring 50,000 sq. meters situated at Sports City, Sector-79, Noida (hereinafter referred to as the “**Project**”).

I/We agree to sign and execute, as and when required by the Company, the **Apartment Buyer Agreement** on the terms and conditions stipulated in such Apartment Buyer Agreement.

I/We have read and understood the accompanying General Terms & Conditions for provisional allotment of an Apartment in “**Lotus Arena**” forming part of this Application and agree and undertake to abide by the same.

I/We clearly understand that the allotment of an Apartment by the Company pursuant to this Application shall be purely provisional till the execution of the Apartment Buyer Agreement. Further, we understand that this application form, and the Allotment of an Apartment in Lotus Arena is subject to the terms and conditions, restrictions and limitations as contained in the Scheme – 2010-11 (Sports City-II), the lease deed dated 24.10.2011 and the sub-lease deed dated 19.10.2012.

I/We remit herewith a sum of Rs..... (Rupees.....) by Bank Draft/Cheque No.....dated.....drawn on towards the Application amount for the Apartment.

I/We have perused the standard “Price List” & “Payment Plan” and agree to pay as per the Payment Plan annexed hereto.

SOLE/FIRST APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

M/s / Mr. / Ms.....

S/W/D of.....

Guardian’s Name (if minor).....

Date of Birth.....Nationality.....

PAN.....Ward/Circle/Range (Where assessed).....

Occupation: Service () Professional () Business ()

Student () Housewife () Any Other.....(Please specify)

Photograph of 1st Applicant (Application will not be accepted without photograph). Please sign across the photograph.

Residential Status : Resident /Non-Resident / Foreign National of Indian Origin / Others (Please specify).....

Correspondence Address

Pin.....

Permanent Address.....

Pin.....

Phone No.....ISD/STD Code.....

Office Address.....Pin.....

Contact No. Office.....Residence.....Mobile.....

Fax.....E-mail.....

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

SECOND APPLICANT

(Compulsory to fill all the details, if applicable, along with passport size photograph)

Photograph of 2nd Applicant, if any. (Application will not be accepted without photograph). Please sign across the photograph.

M/s / Mr. / Ms.....

S/W/D of.....

Guardian's Name (if minor).....

Date of Birth.....Nationality.....

PAN.....Ward/Circle/Range (Where assessed).....

Occupation: Service () Professional () Business ()
Student () Housewife () Any Other.....(Please specify)

Residential Status : Resident /Non-Resident / Foreign National of Indian Origin / Others (Please specify).....

Correspondence AddressPin.....

Permanent Address.....Pin.....

Phone No.....ISD/STD Code.....

Office Address.....Pin.....

Contact No. Office.....Residence.....Mobile.....

Fax.....E-mail.....

THIRD APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Photograph of 3rd Applicant, if any. (Application will not be accepted without photograph). Please sign across the photograph.

M/s / Mr. / Ms.....

S/W/D of.....

Guardian's Name (if minor).....

Date of Birth.....Nationality.....

PAN.....Ward/Circle/Range (Where assessed).....

Occupation: Service () Professional () Business ()
Student () Housewife () Any Other.....(Please specify)

Residential Status : Resident /Non-Resident / Foreign National of Indian Origin / Others (Please specify).....

Correspondence AddressPin.....

Permanent Address.....Pin.....

Phone No.....ISD/STD Code.....

Office Address.....Pin.....

Contact No. Office.....Residence.....Mobile.....

Fax.....E-mail.....

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

FOURTH APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

M/s / Mr. / Ms.....

S/W/D of.....

Guardian's Name (if minor).....

Date of Birth..... Nationality.....

PAN..... Ward/Circle/Range (Where assessed).....

Occupation: Service () Professional () Business ()
 Student () Housewife () Any Other.....(Please specify)

Residential Status : Resident /Non-Resident / Foreign National of Indian Origin / Others (Please specify).....

Correspondence Address

Pin.....

Permanent Address.....

Pin.....

Phone No..... ISD/STD Code.....

Office Address..... Pin.....

Contact No. Office..... Residence..... Mobile.....

Fax..... E-mail.....

Property Applied For: (i) Apartment

Parking Slots: (i) Covered (01)

APARTMENT DETAILS:

Apartment No..... Floor No..... Block/Tower No.....

Type Super Area Sq.Ft. (approx.) equivalent to Sq.meters

Payment Plan: Down Plan Construction Linked Plan

Source of Booking: Direct Broker

Details of Broker:

Broker's signature along with rubber stamp:

Company Executive:

Amount Payable:

S.No.	DESCRIPTION OF CHARGES	RATE		RUPEES
A	Basic Sale Price (Super area)/- Sq.ft.	:	
B	Lease Rent (Super area)/- Sq.ft.	:	
C	Preferential Location Charges, if any (Super area)/- Sq.ft.	:	
D	Car Parking Charges		:	
E	Electric Sub-station Charges (Super area)/- Sq.ft.	:	
F	Fire Fighting Charges (Super area)/- Sq.ft.	:	
G	Club Membership Charges		:	
H	Interest Free Maintenance Security (Super area)/- Sq.ft.	:	
I	Power Back up Charges	20,000/- per KVA	:	
J	Other Charges as specified in the Application form/ Apartment Buyer Agreement	As applicable	:	As applicable
Total:				

Note: The aforesaid price is exclusive of applicable taxes, cess, VAT, WCT, Service Tax (defined below) on the sale/ purchase, Allotment, Apartment Buyer Agreement or in relation to the project or any component thereof which shall be paid by the Applicant in the manner set forth herein below/ Apartment Buyer Agreement.

I/we, the above Applicant(s) do hereby declare that the above particulars / information given by me / us are true and correct and nothing material has been concealed therefrom.

Note:

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

Photograph of 4th Applicant, if any. (Application will not be accepted without photograph). Please sign across the photograph.

- a. All cheques/drafts to be made in favour of “**M/s Arena Superstructures Private Limited**” payable at New Delhi/ Noida.
- b. All amounts received from Applicant other than Resident Indian shall be from NRE/NRO/ Foreign Currency Account Only.
- c. In case, the cheque comprising Application amount is dishonored due to any reason whatsoever the present application shall be deemed to be null and void and the provisional allotment, if any, shall stand automatically canceled / revoked / withdrawn without any notice to the Applicant.
- d. Incomplete, unsigned, application and if not accompanied by required documents, photographs, PAN No. etc. shall not be considered and be rejected.

GENERAL TERMS & CONDITIONS FOR BOOKING OF APARTMENT IN “LOTUS ARENA”:

1. The Applicant(s) has applied for provisional allotment of an “**Apartment**” in the group housing project named “**Lotus Arena**” being developed by M/s Arena Superstructures Private Limited (hereinafter referred to as the “**Company**”) on Plot No.SC-01/A2 admeasuring 50,000 sq. meters situated at Sector-79, Noida (hereinafter referred to as the “**Plot**” and/or “**Project**”) which is being developed in accordance with Scheme – 2010-11 (Sports City-II), the Noida Lease, rules and regulations of Noida Authority. The Company has acquired the right to develop the said Plot vide Sub-Lease deed dated 19-10-2012 executed by Noida Authority and M/s Sequel Buildcon Pvt. Ltd, pursuant to a Lease Deed dated 24.10.2011 executed in favour of M/s Sequel Buildcon Pvt. Ltd. by Noida Authority (hereinafter jointly referred to as “**Noida Lease**”).
2. The Applicant further acknowledges that the Lotus Arena Project falls within the overall development of “Sports City” Project being developed by various entities having land comprised on Plot No. SC-01-01, Sector 78 & 79, in accordance with Scheme – 2010-11 (Sports City-II), the Noida Lease, rules and regulations of Noida Authority (hereinafter referred to as “**Sports City**”). The Applicant has full knowledge of all laws, notifications and rules as applicable to the Plot, Project, Sports City and in particular the terms and conditions mentioned in the Noida Lease & Scheme.
3. The Allotment, if and when made by the Company, pursuant to the present Application shall be purely provisional and further be subject to the terms and conditions, restrictions and limitations contained in the Scheme, the main Lease Deed dated 24.10.2011, and Sub-Lease Deed executed by NOIDA Authority in favour of the Company.
4. The Company has provided to the Applicant(s) all the necessary information, documents including (i) copy of Lease Deed dated 24.10.2011 executed in favour of M/s Sequel Buildcon Pvt. Ltd. by Noida Authority, and Sub-Lease Deed dated 19.10.2012 executed in favour of the Company by Noida Authority and M/s Sequel Buildcon Pvt. Ltd.; (ii) copy of the sanctioned building/lay-out plan/s of the proposed Project; (iii) lay-out plan of the Apartment applied for; (iv) specification of the constructions and the Apartment; (v) schedule of payment in respect of the Apartment; and (vi) tentative completion schedule with proposed delivery timelines.
5. The Applicant(s) has satisfied himself fully about the rights, interest and title of the Company in the Plot where the project Lotus Arena is being developed.
6. The Applicant hereby acknowledges that the Project falls within the contours of the Sports City being developed by various entities, as per applicable Scheme, Leases, governmental rules and regulations. The Applicant further acknowledges and agrees that any and all obligations, rights, duties and benefits available to the Applicant upon purchasing, and being allotted the Apartment, are solely in relation to the Project and not in relation to any other part of the Sports City. The Applicant further acknowledges that it does not have any right in relation to the development/ proposed development in the remainder of Sports City and hereby expressly gives its no objection to any development in the remainder of Sports City including on account of an increase in FAR (of the Sports City) or total land available for development, modification of the master plan for the Sports City, change in applicable governmental laws, rules and regulations, etc.
7. The Apartment shall be allotted at the discretion of the Company and the Company reserves the right to reject any offer/application without assigning any reason. If accepted, the Applicant(s) shall pay to the Company the entire consideration as per **agreed Payment Plan annexed** hereto. The Applicant(s) shall make the payment to the Company after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The amount deducted as TDS shall be credited to the account of the Applicant(s) on submission of proof of payment/deposition of “TDS on purchase of property” to the govt. account and submission of TDS certificate by the Applicant(s) in Form-16B. In the event, the Application of the Applicant is not accepted; the amount paid along with the application shall be refunded without any interest or deduction.

In case an Applicant wants to shift from one Payment Plan to another, the Company shall have absolute discretion as to whether to permit such shift Payment Plan, and in case permission is granted, it may impose such conditions as it may deem fit.

8. The Applicant(s) shall pay the Basic Sale Price, Lease Rent and other charges on the basis of “Super Area” which shall mean and include the covered area, balcony, inclusive of the area under periphery walls, area under the columns and walls, parks, lawns, area utilized for the services viz. machine rooms, electric sub-stations, area under staircases, STP, mummy, water tank, circulation area, walls, lifts, shafts, passages, corridors, lobbies, verandah and refuge areas including but not limited to any other Service areas required in the Project. The electrical substation charges, electricity connection charges, water connection charges, sewerage connection charges, provision for fire-fighting equipments, power backup and charges for operation of generator sets, club membership/usage of club facilities, IFMS, right to use of exclusive Car Parking Space etc. are not included in the basic sale price of the Apartment and would be charged extra as demanded by the Company. Any increase (whether with prospective or retrospective effect) in any levies, taxes, cess, surcharge etc. shall be to the sole account of the Applicant(s) only. The allotment/right to use of open car Parking space shall be done / granted by the

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

Company, in accordance with applicable law, on such terms and conditions and charges as may be decided by the Company from time to time.

9. The Company, apart from basic sale price for the Apartment, shall fix Preferential Location Charges (PLC) for certain Apartments in the Project and if Applicant(s) opts for booking and /or is allotted any such Apartment, he/she/it shall be liable to pay such Preferential Location Charges as fixed & demanded by the Company from time to time.
10. All taxes and statutory levies whether presently or in future in relation to land/Plot shall be paid by the Applicant on pro-rata basis. It is clarified that all taxes, service tax, charge, cess, duty, levy including WCT, VAT, Education cess, labour cess, surcharge etc. on the Plot, construction, project cost, work contracts, booking, sale purchase of the Apartment which may be imposed by the government body or other statutory authorities, shall be payable by the Applicant(s) on pro-rata basis, over and above the price of the Apartment.

For the purposes of the booking/ allotment/ agreement, "Tax", "Taxes" or "Taxation" shall also include, in addition to the above, all forms of taxation, charges, duties, levies, cess, fees, value added tax, customs and excise duties, capital tax, turn over tax, service tax, labour cess and other legal transaction taxes, lease rent, premium, stamp duty, registration charges, real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.

11. Where any charges, development levies, property taxes, cess, fees and any other sums payable to or demanded by the applicable municipal or development authorities, or any authority or governmental agency in respect of the land / Plot / Project, the same shall be borne by the Applicant in proportion to the super area of the Apartment and shall be payable immediately on demand, including if the same is demanded before/after the title in respect of the Apartment is transferred by Company in favour of the Applicant.
12. The "Earnest Money" shall be deemed to be 10% of the Basic Sale Price of the Apartment which is liable to be forfeited by the Company in case of default / breach by the Applicant(s) of any terms and conditions of this Application form or allotment letter or the Apartment Buyer Agreement and on cancellation of Booking for any reason whatsoever. The Applicant agrees and acknowledges that the Earnest Money shall, at all times, be a non-refundable deposit, and constitutes a genuine pre-estimate of the damage accruing to the Company, in the event of the failure of the Applicant to comply with its obligations for the booking/allotment. Pursuant to such cancellation/withdrawal of the Allotment, the Applicant(s) shall have no right, title, lien, claims or demands whatsoever against the Apartment / the Company and the Company shall have all the rights to deal with the Apartment in whatever manner as it may deem fit.
13. The timely payment of installments as indicated in the Payment Plan/Schedule of Payments is the essence of the Allotment. If any installment is delayed / not paid as per the Payment Plan and if the same remains in arrears for more than 30 days, the allotment will automatically stand cancelled without any further intimation to the Applicant(s) and the Applicant(s) will have no right or lien whatsoever on the Apartment. In such case, the amount equivalent to 10% of the Basic Sale Price of the Apartment, constituting the Earnest Money shall stand forfeited and the balance amount, if any, will be refunded without any interest. However, under exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment by charging interest @ 18% per annum and restore the Allotment (subject to withdrawal of down payment discount, if any) in case the Apartment has not been allotted to someone else. In a situation where the Apartment has been allotted to someone else, an alternate Apartment, if available, may be offered in lieu of the earlier Apartment at the sole discretion of the Company on the then prevailing market price of the Company. However, in case of return/dishonour of first booking cheque, the application shall stand rejected out rightly without any written intimation/notice to the Applicant(s) and no right shall accrue to such Applicant(s) by virtue of this Application.

Pursuant to any cancellation/withdrawal of the Allotment, the Applicant(s) shall have no right, title, lien, claims or demands whatsoever against the Apartment. In such event, the Company shall return to the Applicant amounts paid thus far by the Applicant towards the consideration for the Apartment, after the deduction and retention of the Earnest Money and all costs, expenses, taxes and service charges including but not limited to any brokerage payouts as maybe specified by the Company within a period of 60 days from the date of such cancellation/withdrawal, without any interest thereon.

14. The Company shall have the right, at its own option, to adjust all payments made by the Applicant(s) under any head(s) of outstanding dues including towards accumulated interest (on first account) on delayed payments, if any, and the Applicant(s) undertakes not to object demand/ direct the Company to adjust such payments in any particular manner whatsoever.
15. The amounts (including the basic charges and the other charges) specified under the Payment Plan and present application form, are being calculated, charged and are to be paid by the Applicant based on the present proposed super area of the Apartment. In the event of any increase / decrease in the super area of the Apartment, the total consideration of the Apartment shall be subject to revision by the Company and shall be payable and/or adjustable from the price at which the Apartment had been booked for allotment by the Applicant.
16. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable area of the Apartment on account of structural design of the Project / towers in the Project, it is clarified that it is only the interior space in the Apartment that has been agreed to be sold and the inclusion of the common areas in the computation of the saleable area does not give any proprietary interest therein to the Applicant. Notwithstanding anything to the contrary mentioned under this Application, it is clarified and agreed by the Applicant that the Applicant shall have ownership rights of the Apartment area only and no rights of any kind shall accrue to the Applicant in any part of the Project, Sports City,

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

Institutional area/blocks, school, sports complex, shops, club etc. and the same shall always remain the property of the Company and be dealt in a manner the Company may deem fit.

17. Save and with the sole exception of the interior spaces of the Apartment allotted to the Applicant, the Applicant shall have no proprietary title or interest over any common area, such as lawns, lobbies, staircase, lifts and corridors (the “**Common Area**”). Provided that the Applicant shall, subject to the payment (to Company or the maintenance agency appointed by it) of all of maintenance charges, have rights of use of the such Common Area.

However, all such Common Areas and facilities shall remain the property of the Company, which shall be responsible for the maintenance and upkeep of the Common Area, till such time as the same is transferred / assigned to any other body or association or society of residents of the Project, in accordance with the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010 or any other law applicable to the Project.

18. It is clarified that the Applicant(s) or any resident welfare association (“**RWA**”), or any other association of the apartment owners, shall not have any ownership rights over any institutional building, club building (including any facilities therein), swimming pool, shops, shopping center, public amenities, if any, and all other such facilities including any parking spaces (except to the extent the parking space that are transferred to any body or association or society of residents) as may be planned in the Project , and the same shall always remain in the ownership, management and control of the Company . It is made specific that such areas have not been calculated in the super area and/ or the Applicant(s) has not paid any sale consideration for such areas. However, the Applicant(s) shall pay club membership charges for accessing the club and its facilities which shall always be allowed by the management of the Club/Company subject to payment of monthly club membership charges/ fees by the Applicant(s) to the management of the Club/ Company. The Company or the management of the club may allow, in its sole discretion, membership of the Club or permit usage of other facilities in the Project to outsiders / occupants/ allottees/ buyers of units in the Project on such terms and conditions as may be stipulated by the Company from time to time. The Applicant acknowledges that other entities, being the developer of the various facilities in the Sports City may in its/their sole discretion permit the Applicant to use the facilities in the Sports City on such terms and conditions and payment of such charges as may be stipulated, from time to time, by such entity(ies).

19. Subject to the limitation and restrictions in the Noida Lease, in case the Applicant(s) wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the Apartment, the Company shall co-operate with the Applicant(s) during the financing process subject to however, the terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Company's payment plan will rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment plan, shall be ensured by the Applicant(s), failing which, the Applicant(s) shall be governed by the provision contained in clause 13 as above. However, notwithstanding anything contained to the contrary, and subject to any Tripartite Agreement executed with any third party, the Company shall not be responsible towards any third party making payment / remittances on behalf of any Applicant(s) and such third party shall not have any right in the application / allotment of the Apartment applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Applicant(s) only.

20. If, for any reason, the Company is not in a position to allot any Apartment, the Company shall be responsible only to refund the amount deposited along with simple interest @10% per annum. However, it is specifically agreed that the Company shall not be liable for any other damages / compensation / penalty on this account.

21. The layout plan of the Project as drawn by the Company is tentative and is subject to change, if deemed necessary by Company or as may be required by any Governmental Authority from time to time. The allotment made to the Applicant(s) shall be provisional till the execution of tripartite sub-lease deed, and the Company shall have the right to effect suitable alteration in the layout/building plan, if and when found necessary. Such alterations may include change in the Area, Layout Plan, Building Plan, Floor, Block, number of the Apartment, putting up additional floors on any tower and increase/decrease in the area of Apartment. That the opinion of Company's Architects on such changes shall be final and binding on the Applicant(s). To implement any such change and if considered necessary a supplementary document, may be executed with the Applicant(s). Further, in the event that there is any increase/decrease in the super area of the Apartment or an Apartment becomes preferentially located as a result of the alteration of the layout plan for the Project, the revised price and/or preferential location charges shall be payable/adjusted in respect of the Apartment at the original price at which the Apartment has been applied for by the Applicant and booked for allotment by Company.

22. The Applicant(s) acknowledge, agrees and understands that if the FAR of the Project is increased beyond the current applicable FAR permitted by the Government Authority, the Company shall have the exclusive rights and ownership on such additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings/floors on the towers in the Project by use of additional FAR and such additional construction shall be the sole property of the Company. The Company shall be entitled to dispose of in any manner it chooses without any interference from the Applicant/s. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Applicant(s) acknowledges that he/she/it/they has/have not made any payment towards the additional FAR and shall have no objection to any such construction activities including addition of floors carried on the tower (in which the Apartment is located) or anywhere in the Project. The Applicant further expressly consents to alteration of the building/layout/master plan of the Project in case of any additional FAR being provided.

23. The specifications of the Apartment are subject to change as necessitated during construction. In such an event, material of equally good quality shall be used.

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

24. Subject to clause 25, the possession of Apartment shall be delivered by the Company to the Applicant(s) within 42 months from the date of execution of Buyers Agreement, with additional grace period of 6 months (with no delay penalty), provided that all amounts due and payable by the Applicant(s) have been paid to the Company in timely manner. The Company shall be entitled to reasonable extension of time for the possession of the Apartment in the event of any default or negligence attributable to the Applicant(s)'s fulfillment of terms & conditions of Allotment / Apartment Buyer Agreement.
25. The Applicant agrees and acknowledges that where the completion of construction of the Apartment and/or the handing over of the possession of the Apartment is delayed by any reasons beyond the control of the Company including (without limitation), Force Majeure and reasons such as delay on the part of the 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, the grant of occupation/completion certificate then no claim whatsoever by way of any damages / compensation shall lie against the Company, and the Applicant do hereby waive all rights and claims in this regard. Further, where there occurs any delay in handing over possession of the Apartment to the Applicant on account of any of reasons specified under this Clause, the Company shall be entitled to a reasonable extension of time for handing over possession of the Apartment.

“**Force Majeure**” shall mean any event or circumstance or a combination of events and circumstances, whether occurred or likely to occur, which satisfies all the following conditions:

- (i) materially and adversely affects the Project and/or the performance of an obligation of the Company ; and
- (ii) are beyond the control of the Company;

and includes (without limitation), subject to satisfaction of the above conditions, the following events and/or circumstances:

- a. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
- b. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
- c. strikes, industrial disputes and/or lockouts and/or interrupting supplies and services to the Project including and not limited to raw material including Labour;
- d. change in governmental policy, laws (including, any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval), including but not limited to, expropriation or compulsory acquisition by any Government of any part of the Project or rights therein;
- e. acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect;
- f. any judgment or order of any court of any jurisdiction or Government in India made against the Company in any proceedings or in any other proceeding having effect on the project or the Company;

26. After completion of Apartment and receipt of full consideration and other charges, if any, payable by the Applicant(s), a tripartite sub-lease deed as per the policy of the Noida Authority and the Company shall be executed in favor of the Applicant(s) on the format approved by the Noida Authority / the Company. All expenses towards execution of tripartite sub-lease deed shall be borne by Applicant(s). That the Applicant(s) shall remain present before the Authority at the time of registration of such documents. The Applicant shall be entitled to take possession of the Apartment only after all the amounts payable are paid and the execution by the Applicant of the tripartite sub-lease deed with the Company and Noida Authority in respect of the Apartment and due registration of the same with the with the Sub-Registrar concerned.
27. The actual physical possession of the Apartment shall be taken by the Applicant(s) after payment of total consideration and other charges including the Stamp Duty Charges and on execution of the tripartite sub-lease deed, Maintenance Agreement and other documents, writings & undertaking etc.
28. Subject to any Force Majeure conditions, other reasons beyond the control of the Company and the Applicant having complied with its obligations including but not limited to timely payment of the consideration for the Apartment and other charges as per the Payment Plan opted by the Applicant, in the event of any willful delay in construction of the Apartment for reasons attributable solely to the Company, delay charges would be payable to the Applicant, in the manner and to the extent specified herein below:

Period of Delay after expiry of grace period as mentioned above (in months)	Penalty per Month (Rs. Per Sq. Ft.)
1 – 6	05.00
7 – 12	07.50
13 onwards	10.00

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

It is hereby clarified that the above said delay charges shall be payable, subject to a demand being made by the Applicant for the same (and be calculated from the date of the said demand), till the date when possession of the Apartment is offered to the Applicant.

For removal of doubt, it is made clear that no such compensation shall be paid in case the delay is on account of non-receipt / delay in receipt of full / part occupation certificate or due to any reason beyond the control of the Company.

It is further made clear by the Company, and fully understood by the Applicant(s) that in case the Company has given any concession in the rate or in the payment schedule or the waiver of interest accumulated on delayed payment of installments, then the Applicant(s) shall not be entitled to claim any compensation, penalty, damages of whatsoever nature on account of delay in completion of construction or offer of possession of the Apartment.

The adjustment of such compensation/ penalty/ damages, if any, shall be done only at the time of settling the final accounts for handing over the possession / conveyancing the Apartment to the Applicant(s) in this Application and not earlier.

29. The Applicant(s) shall take possession of the Apartment within 30 days from the date of issuance of final notice of possession failing which the Applicant(s) shall be deemed to have taken possession of the Apartment. In such case the Company shall not be responsible for any loss or damage to the finishes/fittings/fixtures in the Apartment occasioned due to failure of the Applicant(s) to take possession within the stipulated time. Besides, following holding charges in addition to the maintenance charges, as determined by the Company/Maintenance Agency, shall also be payable by the Applicant(s):

Period of Delay after expiry of 30 days	Penalty per Month (Rs. Per Sq. Ft.)
1 - 6	05.00
7 - 12	07.50
13 onwards	10.00

30. The Applicant acknowledges that the Project shall be developed in many phases. 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 Company undertaking construction of or continuing with the construction of the Project or other building(s) adjoining the Apartment sold to the Applicant.
31. The Applicant(s) shall also sign and execute a separate document/agreement with the Company/Maintenance Agency nominated by the Company for upkeep and maintenance of the common areas, services, facilities and installations of the Project, more specifically described in the Maintenance Agreement. The Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the Apartment.
32. The Applicant(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Apartment) in the Project, as determined by the Company or its nominated agency. To ensure the uninterrupted maintenance services, the Applicant shall make payment of amount equivalent to Twelve (12) months of maintenance charges in advance at the time of offer of possession of the Apartment.
33. The Company shall provide Fire Safety measures as per existing Fire Safety Code/Regulations, and in case of any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further Fire Safety means are required to be provided, Applicant(s) shall pay for the same, on pro-rata basis.
34. Notwithstanding, anything contained in this Application, the Company shall be entitled to raise loans from financial institutions and banks, in relation to the Project/ Apartment, and further, that for the purposes of such loans, the Company shall be entitled to encumber the Project together with all Apartments, therein, including inter alia by way of creation of mortgages, charges, liens etc. including receivables from the Project. Provided however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created by (or for benefit of) the Applicant, the Apartment shall be delivered to the Applicant free of all charges and encumbrances, as on the date of the execution of the tripartite sub-lease deed.
35. Notwithstanding, anything contained in this Application, the Applicant hereby authorizes and permits the Company to sell, transfer, assign all its rights in the Project or any part thereof either in part or full including the rights, responsibilities, obligations under the booking/Allotment/Agreement in favour of any third Party(ies) and in that eventuality, the Applicant shall be directly responsible to such third Party(ies) / entity(ies), as the case may be.
36. The Applicant(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his/her address, failing which all demand notice and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The Applicant(s) shall be responsible for any default in payment and/or other consequences that might occur there from.

In case there are joint Applicant(s), all communications shall be sent by the Company to the Applicant(s) whose name appears first and at the address given by him in this application, shall for all purpose be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named Applicant(s). In the Applicant/Allottee is residing abroad, the Company, instead of sending the communication, demand etc. through post, may choose to send the same through e-mail and the same shall be deemed as valid communication, demand being raised on the Applicant.

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

37. The Applicant(s) undertakes to abide by all laws, rules, regulations and orders law as may be made applicable to the Apartment.
38. The Applicant(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings etc. as required for the purpose.
39. The Applicant(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the company with such permissions, approvals which would enable the Company to fulfill its obligations under the booking application and the Apartment Buyer Agreement. Any refund, transfer of security, if provided in terms of the application/Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be solely liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The company accepts no responsibility in this regard. The Applicant(s) shall keep the company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant(s) subsequent to the signing of this Application it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, under the applicable laws.
40. The Applicant(s) have confirmed and assured the Company prior to submitting this application that he/she/they have read and understood The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010, rules framed there under and its implications thereof in relation to the various provisions of this application Form and Buyers Agreement and shall comply, as and when applicable and from time to time, with the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010, rules or any statutory amendment(s) or modification(s) thereof or the provision(s) of any other law(s) dealing with the matter. The common areas and facilities and the undivided interest of each Apartment owner in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010, rules shall be binding upon the Apartment owners and Applicant(s)/Buyer's right, title and interest in the Apartment shall be governed by what is specified in the said declaration, which will be in consonance with the Buyers Agreement.
41. The Applicant shall not do or permit any person to do the following acts:
- (a) To store in the Apartment any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Apartment or any part thereof.
 - (b) To do anything or in about the Apartment which may tend to cause damage to any flooring or ceiling of any Apartment over/below or adjacent to the Applicant's Apartment or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
 - (c) To demolish the Apartment or any part thereof or to make any additions or alterations of whatever nature to the Apartment or any part thereof.
 - (d) To close or in any manner obstruct or restrict the use of the ground space, corridors or lounges or balconies or common passages or common corridors or any other Common Areas even if a particular floor/floors are occupied by the same Applicant.
 - (e) It is clarified further that the Applicant(s) of the ground floor of any tower/building of the Project shall not have exclusive right over the lawn or any open space attached/close to his Apartment unless otherwise specified by the Company in writing.
 - (f) To make any alterations in any elevations and outside colour scheme of the exposed wall of the verandah, lounge or any external wall, or both the faces of external doors and window of the Apartment to be acquired by him which in the opinion of the Company or the designated maintenance agency differ from the colour scheme of the tower/buildings of the Project.
 - (g) To put up any name or signboard, publicity or advertisement material outside the allotted Apartment or anywhere in the common areas without prior (written) permission of Company or the designated maintenance agency.
 - (h) To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rages, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purposes in the Project.
42. The Project shall always be known as “**Lotus Arena**” and the same shall not be changed by any association or society of the apartment owners or any other persons. Further, at all times, the name of the Project and Lotus Greens Group and their respective logos 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 “**Lotus Arena**”), (whether registered or not) shall always remain and vest with the Lotus Greens Group and no person, including but not limited to the association/society shall have any claim or right of any nature whatsoever on the said intellectual property.

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

43. That subject to clause below, at any time prior to the execution of the tripartite sub-lease deed, the Applicant may nominate a third party and may get the name of his nominee substituted in his place, subject to the prior approval of Company and on clearing all dues till that date to the Company. The Company, may at its sole discretion, permit such substitution/nomination on such conditions as they may deem fit and proper, and in accordance with the guidelines issued by any Governmental Authority, if any, in this regard. Notwithstanding anything contained to the contrary, the Applicant shall not be entitled to transfer, assign, and substitute the name of any third party / nominee unless the Applicant has paid at least 30% of the total Consideration of the Apartment to the Company.

All applicable administrative transfer charges for such substitution/nomination (as prescribed by Company from time to time), together with any applicable taxes, dues or duty leviable under any law for such substitution/nomination will be to the sole account of and be payable by the Applicant, prior to such substitution/nomination. It is hereby clarified that any change in name of the Applicant (including all additions/deletions) shall be deemed as substitution for the purpose of Allotment.

44. All or any dispute arising out of or touching upon or in relation to the terms of this Application or Buyers Agreement, including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by, the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held at New Delhi by a Sole Arbitrator who shall be appointed by the Director of the company.

45. The Applicant agrees and acknowledges that the Civil Courts at Gautam Budha Nagar and Hon'ble High Court at Allahabad shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.

46. In case the Applicant(s) has to pay any commission or brokerage to any person for services rendered by such person to the Applicant(s), whether in or outside India, for acquiring the Apartment, the Company shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of Sale Consideration agreed to be paid to the Company for the Apartment.

47. If the Applicant(s) fails to execute and deliver, to the Company, all copies of the Buyers Agreement within fifteen (15) days from the date of its dispatch by the Company, then the Application of the Applicant(s) may be treated as cancelled and the Earnest Money / booking amount, as the case may be, paid by the Applicant(s) shall stand forfeited. If the Applicant(s)'s copy of the Apartment Buyer Agreement is not executed by the Company and dispatched to the Applicant(s) within thirty (15) days after receiving the same from the Applicant(s), then this Application shall automatically be deemed to have been rejected and cancelled and all sums deposited by the Applicant(s) in connection therewith shall be returned to the Applicant(s) within 90 days, by the Company without any interest or compensation whatsoever. Upon such refund being made, neither Party shall have any further rights, obligations or liabilities against the other.

Declaration: I/We declare that the above terms and conditions have been read/ understood by me/us and the same are acceptable to me/us. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/We have signed this Application Form and paid the advance registration charges for provisional allotment. I/We further undertake and assure the Company that in the event of rejection of my/our Application for provisional allotment either by way of forfeiture or refund of my/our money or in any manner whatsoever, including but not limited to as set out in the terms and conditions provided in this Application, I/We shall be left with no right, title, interest or lien under this Application.

(Applicant(s))

Noida

Dated.....

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

SCHEDULE OF PAYMENTS

CONSTRUCTION LINKED PLAN

On Booking	10% of BSP
45 days from Allotment	10% of BSP
Commencement of Construction	10% of BSP
Completion of ground floor roof slab	10% of BSP + 100% Lease Rent
Completion of 6th Floor roof slab	10% of BSP + 50% Car Parking Charges
Completion of 12th Floor roof slab	7.5% of BSP + 50% Car Parking Charges
Completion of 18th Floor roof slab	7.5% of BSP + 100% FFC
Completion of 24th Floor roof slab	5% of BSP + 100% ESC
Completion of top Floor roof slab	5% of BSP + 50% PLC
Completion of Brickwork	5% of BSP + 50% PLC
Completion of Electrical Conduiting	5% of BSP
Completion of External Plaster Work	5% of BSP + 100% Power Backup Charges
Completion of Plumbing work	5% of BSP + 100% Club Membership Charges
On Offer of Possession	5% of BSP + 100% IFMS + Other Charges

DOWN PAYMENT PLAN (10% REBATE ON BSP)

On Booking	10.0% of BSP
60 days from Allotment	85.0% of BSP + Car Parking +PLC+FFC+ESC+Lease Rent
On Offer of Possession	5.0% of BSP+ Club Membership +IFMS + Other Charges

Notes:

- One Covered Parking mandatory per Apartment.
- 3 KVA (Minimum) Power Back up for 3 BHK and 4 KVA (Minimum) Power Back up for (3BHK + Study & 4 BHK).
- Stamp Duty, Registration Charges, Service tax /Miscellaneous Expenses etc. shall be payable by the Applicant at the time of possession.
- In addition to above, the Allottee shall also pay Individual Electricity Connection/Meter Charges, Water Connection Charges, Sewerage Connection Charges, any kind of Govt. Charges, Levies, Taxes including any kind of development charges, Taxes, service tax, VAT, WCT, Cess etc. as may be applicable, levied, imposed from time to time, and any other charges, if any which may be applicable and payable, in addition to the BSP, in terms of the Application Form / Buyer Agreement.
- The Service tax at an applicable rate shall be payable along with each installment or as and when demanded by the Company as per government rules and regulations.
- The above installment plan shall become payable on demand irrespective of the order in which they are listed.
- FFC-Fire Fighting Charges; ESC- Electric Sub-Station Charges; IFMS-Interest Free Maintenance Security; BSP-Basic Sale Price; PLC – Preferential Location Charges.

(Signature of First/Sole Applicant)

(Signature of Second/Third/Fourth Applicant, if any)

Check List:

- Signature on all pages : _____
- Booking amount : _____ Local Cheque/Draft
- Enclosures of necessary documents : _____

It is mandatory to affix passport size photograph of all the Applicant(s) in designated places in the Application Form.

Resident of India

- Self attested Copy of PAN Card/in case of applied for then Form 49A
- Passport size colored photographs
- Self attested Current address proof
- Self attested Permanent residential address
- Self attested ID proof (copy of election card/passport/driving license)
- Self-attested Proof of citizenship
- Any other document/certificate as may be required by the Company.

Partnership Firm

- Copy of PAN Card of the Partnership Firm
- Notarized copy of Partnership Deed
- Office address proof
- Identity proofs of all the partners
- In case one of the Partners signs the Application on behalf of the other partners, a letter of authority from all the other partners authorizing him to act & sign documents

Company

- List of directors
- Copy of PAN Card of the Company
- Certified copy of Memorandum & Articles of Association duly signed by either a Director or Company Secretary
- Proof of registered office address
- Board Resolution authorizing the Signatory to sign application form and Apartment Buyer agreement
- PAN Card & address proof of the authorized signatory

NRI/NRO

- Copy of Individual Passport/PIO card
- Address Proof
- In case Demand draft(DD) is submitted, a confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant
- Payment only through personal cheque from NRE/NRO/FCNR account of the applicant.

Remarks, if any.....
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Authorized Signatory for the Company

.....
Dated