



ANTARA

Residences  
for seniors

APPLICATION FORM



Antara Noida Phase1 - Sector 150

Date: \_\_\_\_\_

To,  
**Contend Builders Private Limited**  
301-A, World Trade Tower,  
Barakhamba Lane,  
Connaught Place, New Delhi - 110001

Dear Sir(s)/ Madam(s),

I / We (hereinafter referred to as the "**Applicant(s)**") understand that **Contend Builders Private Limited** (hereinafter referred to as the "**Developer**") is developing the residential project by the name of '*Antara Noida*' (hereinafter referred to as the "**Project**"), comprising of residential apartments along with amenities, facilities, services, etc., and such other developments as may be permitted on land admeasuring approx. 32,372.90 square meters (i.e. approx. 8 Acres) situated at Plot No. SC-01/B-1, Sector-150, Gautam Budh Nagar, Noida, Uttar Pradesh (hereinafter referred to as the "**Land**"). The Land forms part of larger lands in respect whereof the New Okhla Industrial Development Authority (hereinafter referred to as the "**Noida Authority**") had granted a lease of 90 (ninety) years to Logix Infra Developers Private Limited, which has in turn sub-leased the Land to the Developer vide Sub-Lease Deed dated 04.05.2016 duly registered before the office of the Sub-Registrar bearing serial no. 5213, Vol. No. 1, Jild No. 4997, Pages 55-108. Noida Authority has also issued the approval of layout plan of the Project vide its letter no. NOIDA/MU.KIA.NI./IV - 1532/1157 dated 18<sup>th</sup> Dec 2019.

I/We, the Applicant(s) also understand that the Project is being developed in phases and accordingly will be registered with the U.P. RERA. I/We, the Applicant further understand that currently the Developer is constructing phase-1 of the Project as residential project for seniors ("**Phase 1 Project**"), on the Land admeasuring approx. 16,513 square meters (hereinafter referred to as "**Phase 1 Land**"). The Common Areas and Common Facilities of all phases will be the same irrespective of the phase in which such Common Areas and Common Facilities are developed.

I/We understand, agree and acknowledge that the Developer has engaged Antara Senior Living Limited ("**ASLL**") vide agreement dated July 4, 2019 for marketing, operating and maintaining the Project in terms thereof and I/We have perused the contents of the said agreement and consent to the same.

I/We hereby apply for the allotment of a residential apartment (hereinafter referred to as the "**Apartment**") in the Phase 1 Project together with 1 (one) reserved covered Car Parking Space at designated place in the Phase 1 Project as per details set out in **Annexure 'B'**. I further understand that I/we may purchase additional Car Parking Space(s) on chargeable basis.

I/ We confirm that:

- (i) I/ we have read and fully understood the contents of the Application Form (including the standard Terms and Conditions as appended as Annexure A to the Application Form), Allotment Letter, agreement to sub-lease, the transfer deed and all other Definitive Agreements (*defined below*) that will be executed in the form and manner uploaded by the Developer on the website of the Uttar Pradesh Real Estate Regulatory Authority ("[www.up-rera.in](http://www.up-rera.in)"), and have fully understood the contents thereof and I/ we shall not seek any amendments therein;
- (ii) This Application for allotment has been made with full knowledge that the allotment will be made by the Developer subject to the Terms and Conditions contained hereunder, and under

X	X	X	X
_____	_____	_____	_____
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)

the Allotment Letter, agreement to sub-lease and the sub-lease deed, and the absence of any provision or condition in this Application and/or in the Allotment Letter shall not be a ground for challenging such provision or condition in the agreement to sub-lease and/ or the sub-lease deed;

- (iii) I/We agree that subject to allotment of the Apartment to me/us, I/we shall pay the total consideration for the Apartment ("**Total Price**") along with other charges, in accordance with the Payment Plan, as chosen by me/us from the options detailed herewith in **Annexure 'C'**.

I/We hereby remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)  
 ("**Application Money**") by way of a (i) Cheque/Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ OR (ii) acknowledgement receipt of RTGS / NEFT/ Debit Card/ Credit Card bearing transaction reference no. \_\_\_\_\_ dated \_\_\_\_\_ as Application Money (defined below).

I/we hereby confirm that 10% of the Total Price shall be treated as booking amount ("**Booking Amount**") in order to ensure the performance, compliance and fulfilment of my/our obligations and responsibilities in terms of these Terms and Conditions (defined below).

I/We understand that the Total Price for the Apartment includes (i) taxes (consisting of tax by way of GST and cess or any other taxes/fees/charges/levies etc., which may be levied in connection with the development/construction of the Phase 1 Project) paid/ payable by the Developer up to the date of handing over the possession of the Apartment to the Applicant(s) or the Competent Authority, as the case may be, after obtaining completion certificate / occupation certificate (as applicable) from Competent Authority for the purposes of such possession; and (ii) lease rent paid/ payable to the Competent Authority up to the date of handing over of possession of the Apartment in terms of this Application; and (iii) one year advance Maintenance Charges.

I/We further understand that in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by me/us shall be increased/reduced based on such change/modification.

I/We understand that the Total Price does not include: (i) payments towards maintenance and operation of Common Areas and Common Facilities beyond a period of one year from the Completion Date; (ii) stamp duty, registration charges, any future increase thereof; (iii) all costs, charges and expenses incidental to or in connection with any of the documents to be executed for the sale of the Apartment, as per the provisions of the Applicable Law and the Club Membership; (iv) any future cost not set out herein; and (v) cost / consideration towards any facilities forming part of the independent area and/or located outside the Project such as convenience stores, shops, kiosks, club, golf course, IT Centre, etc. All such payments shall be made by me/us as per the demands raised by the Developer from time to time and/or in the manner set out in the Payment Plan in Annexure C hereto which shall form an integral part of the Allotment Letter.

I/we agree that this application is a request for allotment of the Apartment and does not constitute a binding contract or an agreement to sub-lease in favour of me/us. I/ we agree that the receipt of the Application Money by the Developer does not bind it to issue the Allotment Letter and the Applicant(s) is/are not vested with any right, interest or entitlement in or over the Apartment or against the Developer.

In the event this application is not accepted by the Developer (which non-acceptance shall be at the sole discretion of the Developer, and the Developer shall not be required to assign any reason

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
(Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

for such non-acceptance), the Application Money will be refunded by the Developer within 45 (forty five) days from the date of receipt of the Application Money, without any interest or any compensation for any consequences thereof.

I/We confirm that I/we are submitting this Application Form for allotment of Apartment in the Phase 1 Project after understanding the entire manner and scope of development to be undertaken in the Phase 1 Project, including the details of the Carpet Area, Common Areas and Common Facilities and amenities being provided, without relying on any of the publicity materials / advertisements published in any form by the Developer or any third party in the past. I/We are aware and confirm that the advertisements / publicity material released does not constitute a representation or a warranty by the Developer. I/We understand and acknowledge that the specifications mentioned in the advertisement / communications or the sample apartment / mock apartment and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggestive and the same are not intended to be provided as standard specifications, which will be limited to those provided in the Phase 1 Project registrations details disclosed on the U.P. RERA website. I/we have, therefore, not relied on the aforesaid for my/our decision to apply for booking of the Apartment, and further confirm and undertake to not raise any claim against the Developer and/or ASLL or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material / advertisement published in any form. I/We further acknowledge that I/we have seen all the sanctioned layout plans and agreed with the time schedule of completion of the Phase 1 Project.

I/We agree to sign and execute the necessary documents and other definitive documents as and when desired by the Developer from time to time including the agreement to sub-lease, sub-lease deed, documents for formation of any association, maintenance agreement, etc. ("**Definitive Agreements**") within the stipulated time period. I/we further agree to bear and pay the stamp duty, registration charges and all other costs, charges and expenses incidental thereto in connection with any of the documents to be executed for the sale of the Apartment as well as the association to be formed, as per the provisions of the Applicable Law. Further, I/we, as and when called upon by the Developer, undertake to be present for registration of the Definitive Agreements, as may be required under the Applicable Law, at the office of the concerned sub-registrar.

I/we confirm that I/we have fully satisfied myself/ ourselves about the right, title and interest of the Developer in the Phase 1 Project and the Land, the ability of the Developer to develop the Phase 1 Project in accordance with the approvals that have been obtained till date for such development, and the rights of ASLL in the Project.

My/ Our particulars for all intents and purposes are mentioned as under:

Photograph of Sole/ First Applicant	Photograph of Second Applicant	Photograph of Third Applicant	Photograph of Fourth Applicant

X (Sole/First Applicant)     
 X (Second Applicant)     
 X (Third Applicant)     
 X (Fourth Applicant)

**1. FOR SOLE OR FIRST APPLICANT**

<b>FIRST APPLICANT NAME:</b>		
<b>FATHER'S / HUSBAND'S NAME:</b>		
<b>DATE OF BIRTH (IN DD/MM/YYYY):</b>		
<b>NATIONALITY:</b>		
<b>PROFESSION / OCCUPATION:</b>		
<b>PERMANENT ADDRESS:</b>		
<b>CORRESPONDENCE ADDRESS:</b>		
<b>TELEPHONE NOS.:</b>	<b>RESIDENCE :</b> <b>OFFICE :</b> <b>MOBILE :</b>	
<b>EMAIL ADDRESS:</b>		
<b>MARITAL STATUS (TICK ONE)</b>	<b>MARRIED</b> <input type="checkbox"/>	<b>SINGLE</b> <input type="checkbox"/>
<b>RESIDENTIAL STATUS (TICK ONE)</b>	<b>RESIDENT</b> <input type="checkbox"/>	<b>NON -RESIDENT</b> <input type="checkbox"/>
<b>AADHAAR NO.:</b>		
<b>PAN NO.:</b> <b>[Attach Form 60 or 61, as the case may be, if PAN is not available]</b>		

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
(Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

## 2. SECOND APPLICANT

<b>SECOND APPLICANT NAME:</b>		
<b>FATHER'S / HUSBAND'S NAME:</b>		
<b>DATE OF BIRTH (IN DD/MM/YYYY):</b>		
<b>NATIONALITY:</b>		
<b>PROFESSION / OCCUPATION:</b>		
<b>PERMANENT ADDRESS:</b>		
<b>CORRESPONDENCE ADDRESS:</b>		
<b>TELEPHONE NOS.:</b>	<b>RESIDENCE :</b> <b>OFFICE :</b> <b>MOBILE :</b>	
<b>EMAIL ADDRESS:</b>		
<b>MARITAL STATUS (TICK ONE)</b>	<b>MARRIED</b> <input type="checkbox"/>	<b>SINGLE</b> <input type="checkbox"/>
<b>RESIDENTIAL STATUS (TICK ONE)</b>	<b>RESIDENT</b> <input type="checkbox"/>	<b>NON -RESIDENT</b> <input type="checkbox"/>
<b>AADHAAR NO.:</b>		
<b>PAN NO.:</b> <b>[Attach Form 60 or 61, as the case may be, if PAN is not available]</b>		

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
(Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

### 3. THIRD APPLICANT

<b>THIRD APPLICANT NAME:</b>		
<b>FATHER'S / HUSBAND'S NAME:</b>		
<b>DATE OF BIRTH (IN DD/MM/YYYY):</b>		
<b>NATIONALITY:</b>		
<b>PROFESSION / OCCUPATION:</b>		
<b>PERMANENT ADDRESS:</b>		
<b>CORRESPONDENCE ADDRESS:</b>		
<b>TELEPHONE NOS.:</b>	<b>RESIDENCE :</b> <b>OFFICE :</b> <b>MOBILE :</b>	
<b>EMAIL ADDRESS:</b>		
<b>MARITAL STATUS (TICK ONE)</b>	<b>MARRIED</b> <input type="checkbox"/>	<b>SINGLE</b> <input type="checkbox"/>
<b>RESIDENTIAL STATUS (TICK ONE)</b>	<b>RESIDENT</b> <input type="checkbox"/>	<b>NON -RESIDENT</b> <input type="checkbox"/>
<b>AADHAAR NO.:</b>		
<b>PAN NO.:</b> <b>[Attach Form 60 or 61, as the case may be, if PAN is not available]</b>		

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
(Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

**4. FOURTH APPLICANT**

<b>FOURTH APPLICANT NAME:</b>		
<b>FATHER'S / HUSBAND'S NAME:</b>		
<b>DATE OF BIRTH (IN DD/MM/YYYY):</b>		
<b>NATIONALITY:</b>		
<b>PROFESSION / OCCUPATION:</b>		
<b>PERMANENT ADDRESS:</b>		
<b>CORRESPONDENCE ADDRESS:</b>		
<b>TELEPHONE NOS.:</b>	<b>RESIDENCE :</b> <b>OFFICE :</b> <b>MOBILE :</b>	
<b>EMAIL ADDRESS:</b>		
<b>MARITAL STATUS (TICK ONE)</b>	<b>MARRIED</b> <input type="checkbox"/>	<b>SINGLE</b> <input type="checkbox"/>
<b>RESIDENTIAL STATUS (TICK ONE)</b>	<b>RESIDENT</b> <input type="checkbox"/>	<b>NON -RESIDENT</b> <input type="checkbox"/>
<b>AADHAAR NO.:</b>		
<b>PAN NO.:</b> <b>[Attach Form 60 or 61, as the case may be, if PAN is not available]</b>		

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)



**5. COMPANIES / LLP/ FIRMS / SOCIETIES / TRUST / OTHERS**

<b>NAME OF COMPANY/ LLP/ FIRM/ SOCIETY/ TRUST:</b>	
<b>CIN / REGISTRATION NO.:</b>	
<b>PAN NO.:</b>	
<b>GST NO.:</b>	
<b>REGISTERED OFFICE ADDRESS:</b>	
<b>CORRESPONDENCE ADDRESS:</b>	
<b>TELEPHONE NOS.:</b>	<b>OFFICE :</b> <b>FAX :</b>
<b>EMAIL ADDRESS:</b>	
<b>NAME OF AUTHORISED SIGNATORY:</b>	
<b>AADHAAR NO. OF AUTHORISED SIGNATORY:</b>	
<b>ADDRESS OF AUTHORISED SIGNATORY:</b>	
<b>NAME OF ELIGIBLE INDIVIDUAL:</b>	
<b>ADDRESS OF ELIGIBLE INDIVIDUAL:</b>	

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

I/We enclose herewith self attested copies of following documents:

- 1) PAN Card
- 2) Identity Proof (Any one document)
  - a. Aadhaar Card
  - b. Passport
  - c. Election Card
  - d. Driving License
  - e. Photo Identity issued by Government / Defence services / Public Sector undertaking with address
- 3) Resident Proof (in case permanent address is different from the address given in point 2 above) (Any one document)
  - a. Utility bill, which is not more than 3 months old
  - b. Bank statement / passbook not more than 3 months old containing residential address, along with the self-signed cheque from the same account and signed by the Applicant.
  - c. Letter from a recognized public authority or public servant verifying the address of the customer.
  - d. Domicile certificate with communication address Registered lease / leave and licence agreement with a utility bill in the name of the landlord.
  - e. Address proof in the name of the father / mother / spouse / blood relative of the Applicant, with a supporting document that establishes the relationship between the Applicant and the person in whose name the address proof is available.
- 4) In case Applicant is a company/LLP, copy of Memorandum and Articles of Association and Board's Resolution..
- 5) In case Applicant is a firm, society, HUF, trust or others, copy of their Charter Documents and authority letter/resolution.
- 6) All payment received from the Non Resident Indian Applicant shall be from NRE/ NRO account only and Applicant shall be required to provide copy of passport/ certificate of POI/ OCI.

This Application shall be considered incomplete if not accompanied by the required documents.

By providing my/our personal details in this Application Form, I/we hereby consent and authorize the Developer, ASLL or/and its affiliates to communicate with me/us on email(s), call(s), SMS(es), electronic communication(s) using digital media or through other mode of communication in relation to any of the information pertaining to the Project and/or Developer and/or ASLL.

<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)

Declaration:

I / We the undersigned do hereby solemnly declare and affirm that I / We have not been found to be of unsound mind by a court of competent jurisdiction. I / We have not been found guilty of criminal misappropriation or criminal breach of trust or cheating or forgery, and abetment of or attempt to commit any such offence by a court of competent jurisdiction. I/We have not been found guilty of or have participated in or connived in any fraud, dishonesty or misrepresentation against an individual or an organisation and there are no judicial/ quasi-judicial proceedings pending against me/us.

I / We the undersigned do hereby declare that the above mentioned particulars / information are true and correct to the best of my / our knowledge and no material facts have been concealed therefrom. I/We have signed this Application accepting the Terms and Conditions thereof and shall abide by the same. I / We further agree to abide by the conditions of the Definitive Agreements.

Signatures:

Sole/First Applicant:	Second Applicant:
Third Applicant:	Fourth Applicant:

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
(Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

**ANNEXURE A  
TERMS AND CONDITIONS**

The Terms and Conditions mentioned herein below form an integral part of the Application Form and *vice versa*.

**1. GENERAL**

- 1.1. **RERA Registration:** The Developer has registered the Phase 1 Project with U.P. RERA bearing Registration No. UPRERAPRJ745377 ("**RERA Registration**").
- 1.2. **Validity:** These are the preliminary Terms and Conditions governing the terms of application and allotment of the Apartment by the Developer to the Applicant(s). The Applicant(s) shall acquire the right to use or enjoy the Apartment along with the Car Parking Space(s) only upon execution and registration of the Definitive Agreements by the Developer in their favour. Upon execution of the Definitive Agreements or in the event any Application is rejected by the Developer, these Terms and Conditions shall cease to be applicable, except such Terms and Conditions as are intended to survive expiry hereof.
- 1.3. **Good Faith:** Both the Developer and the Applicant(s) shall act in utmost good faith in interpreting and implementing the Allotment Letter (including these Terms and Conditions) and shall do all things reasonably within their power, which are necessary or desirable to give effect to the spirit and intent of the Allotment Letter and these Terms and Conditions.

**2. AMOUNTS PAYABLE BY THE APPLICANT(S)**

- 2.1. **Payments as per Payment Plan:** The Applicant(s) shall make payments in accordance with the Payment Plan chosen by them and shall not cause any delay or demur or protest in the payment thereof. Failure of the Developer to raise a timely demand for payment on the Applicant(s) shall not be deemed to be a waiver of the right of the Developer to receive and/or the obligation of the Applicant(s) to make such payment.
  - 2.1.1. **Payment Bifurcation:** The bifurcation of the Total Price is as detailed in **Annexure C**.
- 2.2. **Service Charges:** ASLL is entitled to operate and manage the Project as per the terms of the agreement entered between the Developer and ASLL. The Applicant(s) is aware of, and has fully understood, the contents of the said agreement between the Developer and ASLL, including the right of ASLL to operate and maintain the Project (once completed) in perpetuity as an Antara community. In view of the foregoing, the Applicant(s) shall pay to ASLL or the Developer or any other maintenance agency appointed by ASLL, as the case may be, during the subsistence of the maintenance agreement, the appropriate charges specified under the maintenance agreement for maintenance and upkeep of Common Areas and Common Facilities in the Project. The Applicant(s) authorize ASLL to appoint a maintenance agency or to assign the maintenance of the Project to a third party that ASLL may, in its sole opinion and absolute discretion, deem fit and proper.
- 2.3. **Charges for Utility Usage:** The Applicant(s) shall pay electricity, water, piped gas, sewerage and other charges on actual basis.
- 2.4. **Charges for Area Variation:** The Developer shall confirm the final Carpet Area that has

X	X	X	X
_____	_____	_____	_____
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)

been allotted to the Applicant(s) after the construction of the Apartment is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Developer. If there is reduction in the Carpet Area then the Developer shall adjust the excess money paid by Applicant(s) along with interest (as per Real Estate Act) from the date when such an excess amount was paid by the Applicant(s) from the next instalment as provided in the Payment Plan. If there is any increase in the Carpet Area (up to the extent permissible under the Applicable Laws), allotted to the Applicant(s), the Developer shall demand that from the Applicant(s) within one month of such increase or as per the next milestone of the Payment Plan whichever is later. All these monetary adjustments shall be made at the same rate per square meter as mentioned in the Payment Plan. It is hereby clarified that in case of variations/ additions required due to architectural and structural reason duly recommended and verified by project architect or engineer, the Developer shall intimate the Applicant(s) in writing and the Applicant(s) hereby gives its consent for such variation or addition.

- 2.5. **Compensation to Noida Authority:** The additional compensation / price (if any) payable to Noida Authority or antecedent owners of the Land if required to be paid by the Developer as a consequence of any order from any court of competent jurisdiction or as directed by the Noida Authority (whether pertaining to the period prior or subsequent to the allotment), shall be charged additionally from the Applicant(s), and the Applicant(s) shall make payment of the same without any delay, demur or protest and shall not raise any objection for the same.
- 2.6. **Registration Charges:** All costs, charges and expenses towards the execution and registration of the Definitive Agreements including stamp duty, registration fees, documentation and other miscellaneous expenditure that may be required for the same, shall be borne and paid by the Applicant(s).
- 2.7. **Club Membership Fee:** The Developer shall construct and develop a club on the Land, which shall be a part of the independent area and not form a part of the Common Area and Common Facilities of the Project. The Applicant(s) shall, in addition to making payment of the Total Price for the Apartment in accordance with the payment plan, also pay an amount of INR [\_\_\_\_\_] towards the club membership subscription fee ("**Club Membership Fee**") to the Developer, which fee shall be paid in the manner set out separately in the Payment Plan. The Developer or ASLL shall, as the case may be, have an absolute right to transfer the ownership of the club as permitted under the Applicable Laws. The Applicant(s) are also aware that the club shall be operated, managed and maintained by ASLL (either directly or through an agency appointed/assigned by ASLL from time to time in its sole and absolute discretion) irrevocably and in perpetuity, as set out in the agreement executed between the Developer and ASLL. The Applicant(s) shall also regularly pay the usage charges of such amounts and on such periodic intervals as may be determined by ASLL from time to time.
- 2.8. **Others:** In the event the Developer has to incorporate any additional fire safety or other measures or facilities within the Building or the Phase 1 Project, on account of any change in the Applicable Law or an order of a Competent Authority, or in the event any new taxes are levied, the amounts payable by the Applicant(s) would be increased proportionately.
- 2.9. **Consequences for delay/default in payment**
  - 2.9.1. **Interest Payment:** The Applicant(s) agrees and understands that the timely payment of the amounts stated in the Payment Plan in the manner set out therein

X	X	X	X
_____	_____	_____	_____
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)

along with all other charges as described in these Terms and Conditions is an essential condition to facilitate the Developer to fulfil its obligations under the Allotment Letter. If the Applicant(s) fails to make payment of 2 (two) consecutive installments as per the Payment Plan within the timelines prescribed therein, despite having been issued notice in this regard, the Applicant(s) shall be liable to pay interest on such delayed payments at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of the State Bank of India +1% unless provided otherwise under the Real Estate Act ("**Interest**"), from the date they fall due till the date of receipt/realization of payment by the Applicant(s).

2.9.2. **Return/Dishonour of Cheques:** In the event of return or dishonour of any of the cheques or other instruments issued/deposited by the Applicant(s) for any reason whatsoever, the Developer shall, without prejudice to any other remedy available in law, have a right of charging cheque dishonour charges at the rate of Rs. 500/- (Rupees Five Hundred Only) plus applicable taxes. Thereafter, no cheque will be accepted and payments (including payment of future instalments) shall be accepted through Bank Demand Draft(s)/ NEFT/ RTGS/Debit Card/Credit Card only.

2.10. **Manner of Payment/Refund:** Any payments to be made by the Developer or the Applicant(s), as the case may be, to the Applicant(s) or the Developer respectively, in terms of these Terms and Conditions shall be made by way of cheque or direct wire transfer or as otherwise contemplated hereunder, but shall not, in any event, be made in cash or kind. Refund of any amounts by the Developer to the Applicant(s) in terms of these Terms and Conditions shall be made in India, and the Developer has no obligation to remit such amounts abroad, unless otherwise agreed by the Developer in writing.

### 3. CONSTRUCTION OF THE COMMUNITY

3.1. **Statutory Approvals:** The Developer has obtained all Approvals as may be required for construction of the Phase 1 Project and shall observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by any Competent Authority at the time of grant of Approvals for the construction of the Phase 1 Project or which may be imposed in the future.

3.2. **Completion Date:** Subject to Condition 6 provided below and the Applicant(s) not being in default of these Terms and Conditions and the Application, including but not limited to the timely payment of the Total Price, the Apartment will be offered for possession on or before 17<sup>th</sup> Dec 2024 ("**Completion Date**"). After the Apartment is completed and is ready for possession, the Developer shall issue a possession notice to the Applicant(s).

3.3. **Amendments:** The relevant plans for the Phase 1 Project have been approved by the Competent Authority. The Developer may carry out minor additions or alterations to the Apartment or the building in which the Apartment is situated, keeping in mind the interest of the residents in the Phase 1 Project and/or construction requirements. The Applicant(s) hereby grant consent for any such additions or alterations that may be made to the plans of the Apartment or the building and agree that the same shall be binding on the Applicant(s).

The Applicant(s) hereby also consent to any changes, modifications or alterations required to be undertaken under direction of any Competent Authority and agree that no further consent shall be required from them for the purpose of making any changes, modifications or alterations to such plans in order to comply with the directions of a Competent Authority. Such plans of the Phase 1 Project, including the layout plan of the Apartment, as approved

X	X	X	X
_____	_____	_____	_____
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)

by and as may be required to be modified by any Competent Authority shall supersede the plans which have currently been provided to the Applicant(s).

- 3.4. **Additional construction:** In case the Competent Authorities grant any additional FAR / construction rights over the Land, the same shall be available to the Developer, to the exclusion of the Applicant(s) and other allottees / buyer(s), which shall be used / enjoyed by the Developer as per the Applicable Law. The Applicant(s) agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Developer shall have the exclusive right and ownership on the additional FAR.

#### 4. CANCELLATION/ SURRENDER

##### 4.1. Cancellation/Surrender of Application

- 4.1.1. **During Freelook Period:** The Applicant(s) may revoke this Application, for any reason, at any time within twenty-one (21) days of the date of this Application to Developer, by sending Developer a written notice to this effect. In the event of such revocation within twenty-one (21) days, Developer shall refund the Application Money to the Applicant(s) without any interest or compensation, within forty five (45) days of the receipt of the written notice from the Applicant(s) in this regard and shall not forfeit the Booking Amount.

##### 4.2. Cancellation of Allotment on Applicant(s) Events of Default and consequences therefrom:

- 4.2.1 In case the default of Applicant(s) as mentioned in Condition 2.9 continues for a period of 3 (three) consecutive months after notice from the Developer in this regard, the Developer shall be entitled, at its option, to terminate the allotment and be entitled to forfeit the Booking Amount and non-refundable amounts i.e. (a) Interest on all outstanding amounts, (b) deduction of brokerage paid by the Developer to the broker (in case the booking is made through a broker), (c) any applicable taxes, (d) amount of stamp duty and registration charges to be paid on deed of cancellation of agreement to sub-lease, if agreement to sub-lease is registered (collectively referred to as the "**Non-Refundable Amount**") and return 50% (fifty percent) of the balance amount of money paid by the Allottee(s) within 45 (forty five) days of such cancellation and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment or at the end of one year from the date of cancellation, whichever is earlier. The Developer shall inform the Allottee(s) the date of re-allotment of the said Apartment and also display this information on the official website of the RERA Authority on the date of re-allotment..
- 4.2.2 If the Applicant(s) fails to execute and deliver to the Developer the agreement to sub-lease within 30 (thirty) days from the date of its receipt by the Applicant(s) and/or appear before the sub-registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Applicant(s) for rectifying the default, if this default is not rectified within 30 (thirty) days from the date of receipt of default notice by the Applicant(s), the Developer may, at its discretion, cancel the Application/revoke the allotment of the Apartment and forfeit the amounts in accordance with Applicable Laws and refund the balance amount, if any, within 45 (forty five) days of such cancellation/revocation.

<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)

- 4.3. **Surrender of Allotment on Developer's Event of Default and consequences therefrom** : Subject to Condition 6 mentioned below, the Applicant(s) shall have the right, but not the obligation, to terminate the Allotment Letter by giving the Developer sixty (60) days prior written notice in case there is a delay in the completion of the Apartment by the Developer beyond the Completion Date specified in Condition 3.2. In the event the Applicant(s) choose to terminate the Allotment Letter in accordance with this Condition, the Developer shall out of the amounts paid by the Applicant(s) deduct the Interest if any, on all outstanding amounts in accordance with Condition 2.9. Thereafter, the Developer shall refund the balance amount, within a period of 45 days, along with simple interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Real Estate Act.
- 4.4. **Cancellation of allotment by Developer for no cause or due to discontinuation of business**: In the event the Developer cancels the allotment without cause or due to discontinuation of its business, then the Developer shall refund the amounts received from the Applicant(s) along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Real Estate Act, calculated from the date of payment of such amount till refund thereof.
- 4.5. **No further Claims and Rights**: Upon cancellation/ surrender of the Allotment Letter for any reason, and refund of the appropriate amount, if any, to the Applicant(s), the Applicant(s) shall not have any rights or claims against the Developer or with respect to the Apartment and the Developer shall be released and discharged from all its obligations and liabilities under the Allotment Letter/Definitive Agreements read with these Terms and Conditions and shall be free to deal with the Apartment in any manner whatsoever at its sole and absolute discretion. Upon refund as above, the Developer shall not be liable for any further damages, compensation or liability of any nature whatsoever or by whatever name called.

## 5. OTHER TERMS AND CONDITIONS

- 5.1 **Use of Amenities**: The membership fees and the terms and conditions for use of any amenities shall be such as may be prescribed/ decided by the Developer or ASLL from time to time. Further, the Developer may also provide certain facilities and amenities including club, shops and commercial areas within the Land and which may be located outside the Project as per the master plan approved by Noida Authority, which the Applicant may use as per such terms & conditions and subject to payment of membership fee and usage charges as may be prescribed/ decided by the Developer from time to time. It is hereby clarified that convenience stores, shops, club, golf course, kiosks and IT Centre as may be developed on the Land are independent areas as defined under Section 3(p) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010 and the Developer shall be free to deal with them in any manner as it may deems it in its sole discretion. It is further clarified that the Developer shall be entitled, as per the Applicable Law, to transfer/sub-lease the same as may be developed on the Land and the rights and entitlement of the Applicant(s) shall be governed as specified under the Definitive Agreements.
- 5.2 **Operation and Maintenance of the Project**: ASLL is entitled to operate and maintain the Project as per the terms of the agreement entered between the Developer and ASLL. The provision of Services to the residents of the Community by ASLL and the utilization of the same by the residents of the Project is fundamental to the character and nature of the Project as a senior living community and is for the benefit of the Applicant(s) and other residents of the Project. Therefore, the Applicant(s) agrees that simultaneously with

X	X	X	X
_____	_____	_____	_____
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)



the execution of the transfer deed / sub-lease deed for the Apartment with the Developer, the Applicant(s) shall also enter into a maintenance agreement with ASLL to enable them to utilize the Services to be provided by ASLL, and shall strictly abide by terms and conditions thereof as revised from time to time.

- 5.3 **Transfer or assignment of allotment of the Apartment:** The Applicant(s) may transfer or assign the rights acquired under the Allotment Letter read with these Terms and Conditions in favour of any third party subject to the condition that such third party shall be an Eligible Individual or such third party acquires such rights for use and occupation of the Eligible Individual(s). The transfer or assignment shall be allowed at the sole discretion of the Developer, upon payment of transfer/ administrative charges at the rate of Rs. 500/- (Rupees Five Hundred only) per square meter (i.e. Rs. 46.45/- per square feet) along with taxes and all other dues payable by the Applicant(s) to the Developer till that date and registration & stamp duty charges, as applicable. The Developer shall have the right to revise the transfer/administrative charges from time to time and the Applicant(s) agree to pay such charges as applicable on the date of such transfer. The Applicant(s) understands that the Developer may grant or refuse permission which shall be subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission.

There shall be no transfer charges payable if the transfer/ assignment is proposed to be made in favour of a blood relative of the Applicant (s) including spouse fulfilling the eligibility criteria of Eligible Individual as prescribed by the Developer, provided the Applicant (s) submits documentary proof as may be required by the Developer. However, there shall be an administrative charge payable @ Rs. 10,000/- (Rupees Ten Thousand only) in case of such transfer. Any transfer or assignment by the Applicant(s) shall always be subject to the Applicable Law, notifications/governmental directions and the sole discretion of the Developer.

- 5.4 **Use of Club:** In order to enhance social engagement and add vibrancy, the Applicant(s) agree and acknowledge that the club may be made available for use to pre-screened outsiders who may not be residents of the Phase 1 Project on such charges and such terms and conditions as ASLL may deem fit.
- 5.5 **Other apartments:** The Developer shall have the right to dispose of other apartments within the Phase 1 Project along with the right to use car parking spaces in relation to such apartments, in the manner, for such consideration and on such terms and conditions, as it deems fit.
- 5.6 **Project Name:** 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 and that the Applicant(s) hereby accord(s) his/her irrevocable consent in respect thereof. It is further agreed by the Applicant(s) that the association of the brand name "Antara" (in its registered logo form) or a combination of words with prefix as "Antara" shall at all times be subject to the sole ownership of ASLL.
- 5.7 **Creation of Encumbrance by Developer:** The Applicant(s) agree and consent that they would have no objection to the Developer taking any loans / raising finance by way of Encumbrance over the Phase 1 Project and/or the Land. However, the Developer shall ensure that any such Encumbrance shall not prejudicially affect, in any manner, the rights of the Applicant(s), the possession, usage or enjoyment of the Apartment by the Applicant(s) or their peaceful residence within the Phase 1 Project. The Applicant(s) hereby agree to sign / execute necessary agreements / documents, as may be required

X	X	X	X
_____	_____	_____	_____
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)

for creation of any such Encumbrance by the Developer.

## 5.8 Payment of Taxes

- 5.8.1 **Applicant(s) Responsibility:** All payments made by the Applicant(s) to the Developer shall be subject to deduction of tax at source ("**TDS**") without set-off or counter-claim or any other deduction, wherever applicable. In this regard, the Applicant(s) shall provide to the Developer, TDS certificates and copies of TDS challans evidencing the payment to the relevant authority of all amounts so deducted or withheld. Any failure to deduct or deposit TDS would attract interest and penalty as per provisions of Income Tax Act, 1961. The Applicant(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Applicant(s) fails to submit the TDS certificate to the Developer on the TDS deducted within the stipulated timelines as per Income Tax Act, the Applicant(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961. The amount of TDS shall be credited to the Applicant(s) account only upon receipt of TDS certificate as per the Income Tax Act, 1961 from the Applicant(s). Developer or ASLL shall not be in any responsible in any manner for any default in this regard.
- 5.8.2 **Developer's Responsibility:** All payments proposed to be made by the Developer to the Applicant(s) under these Terms and Conditions shall be subject to applicable taxes, duties and appropriate deductions and withholdings in accordance with the Applicable Law.
- 5.8.3 **Taxes on Income:** The taxes due on income derived by the Developer or the Applicant(s), as the case may be, shall be to their respective accounts.
- 5.8.4 **Indirect Taxes:** The Applicant(s) shall make timely payments of the indirect taxes to the Developer/ ASLL (as applicable) as per the demand notes raised on the Applicant(s) from time to time. The Applicant(s) shall not object, delay or demur in making these payments merely on account of the applicability of any indirect tax being the subject matter of a dispute before a court of law or any other competent adjudicating authority.

## 6. FORCE MAJEURE

- 6.1 If, the completion of the Phase 1 Project is delayed due to Force Majeure event then the Applicant(s) agree that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment and the Developer shall not be responsible/liable for any Losses incurred by the Applicant(s) due to the Force Majeure event.

## 7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE APPLICANTS

- 7.1 **Applicant(s) Representations and Warranties:** The Applicant(s) hereby represent and warrant as follows:

X _____	X _____	X _____	X _____
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)

- (a) The Applicant(s) are permitted under Indian Foreign Exchange Laws, including but not limited to the Foreign Exchange Management Act, 1999, and the rules and regulations framed thereunder, to take the Apartment on lease, and that they shall procure necessary approvals, if any, required under the Applicable Law to enable them to take the Apartment on lease and furnish the same to the Developer before execution and registration of the Lease Deed.
- (b) As part of the Application Form, the Applicant(s) have wilfully shared their personal data and in accordance with EU's General Data Protection Regulation (GDPR) and/or any other Applicable Law, hereby consent to receive relevant business propositions, communications, mailers etc. about the Developer and/or ASLL.
- (c) There is no litigation pending or threatened against any Applicant(s) which, if adversely determined, would have a material adverse effect on their ability to discharge their obligations as contemplated hereunder and / or may have adverse impact on the goodwill of the Developer.
- (d) The Applicant(s) have seen all documents / papers available with the Developer in relation to the Phase 1 Project and the Land, including but not limited to the title documents, statutory clearances and approvals, building plans, Apartment layout plans and other approvals obtained from the Competent Authorities, and the Application Form was submitted by them to the Developer after being fully satisfied about the rights, title and interest possessed by the Developer over the same and after having full knowledge of the Applicable Law to which the Developer and / or the Phase 1 Project and/or the Land are or may be subject to in future.
- (e) That the Applicant(s) are fully capable to make all the payments out of their own resources towards the purchase and maintenance of the Apartment as and when demanded by the Developer/ maintenance agency. The Applicant(s) understand and agree that they will apply for the home loan, if required, to any bank/financial institution at their sole cost, liability, risk and consequences only after obtaining prior written permission from Developer. The Applicant(s) agree and understand that it shall not be the responsibility or liability of the Developer to make arrangements or facilitate in any manner whatsoever in the sanctioning and disbursement of said home loan to the Applicant(s).
- (f) The performance of obligations hereunder, shall not result in:
  - (i) the breach of, or constitute a default under, any other instrument or agreement to which they are a party; or
  - (ii) the violation of any law, rule or regulation in any jurisdiction having the force of law or of any order, judgment or decree of any court or governmental agency or agreement to which it is a party or by which it or its assets are bound.

**7.2 Covenants of the Applicant:** The Applicants hereby covenant and agree as follows:

- (a) They shall strictly comply with all the terms, conditions and their obligations under the Allotment Letter and these Terms and Conditions; and
- (b) They shall make all payments due to the Developer in a timely manner and in accordance with the Payment Plan; and

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

- (c) Immediately upon becoming aware that they have committed a material breach of the Allotment Letter or these Terms and Conditions, they shall forthwith, and in no event later than fifteen (15) days of becoming aware of the same, inform the Developer in writing of the same; and
- (d) They shall keep the Developer and ASLL promptly informed in the event of any change in the contact information or other information provided by them in the Application Form.

**8 INDEMNITY**

- 8.1 **By Applicant(s):** The Applicant(s) shall, jointly and severally indemnify, defend and hold harmless the Developer and/or ASLL, their directors, officers, representatives, employees, agents ("**Indemnified Persons**") from and against any and all Losses suffered or incurred by any of the Indemnified Persons, arising out of or in connection with any breach by the Applicant(s) of any of the provisions hereunder.
- 8.2 **Enforcement of Indemnity:** If any Indemnified Person (other than the Developer) is prohibited by Applicable Law from enforcing directly the terms of this Condition 8, then the Developer, as the case may be, shall be entitled to enforce directly the terms of this Condition on behalf of such Indemnified Person.

**9 GOVERNING LAW AND JURISDICTION**

- 9.1 **Governing Law:** The validity, construction and performance of the Allotment Letter and these Terms and Conditions shall be construed and the legal relations between the Developer and the Applicant(s) shall be determined and governed according to the Applicable Law of India.

**10 DISPUTE RESOLUTION**

- 10.1 All or any disputes arising out or touching upon or in relation to the terms and conditions of this 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. If the Parties fail to resolve the dispute amicably within 30 days of having arisen, the same shall be settled through the U.P. RERA or the adjudicating officer appointed under Real Estate Act..

**11 RELATIONSHIP BETWEEN THE PARTIES**

- 11.1 It is understood between the Parties that the present application is for allotment of an Apartment in the Phase 1 Project. No provision of the Allotment Letter or these Terms and Conditions shall be deemed to constitute a partnership or joint venture between the Developer and the Applicant(s) or deem them as the legal representative or agent of each other. The Developer or the Applicant(s) shall not have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of each other.

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

**12 NOTICES**

12.1 Any notice, demand or other communication to be served under the Allotment Letter read with these Terms and Conditions may be served through e-mail along with either registered speed post with acknowledgement due or through courier service at the address mentioned below, or at such other address or number as it may from time to time be notified in writing to such person in case of any change in the same. Any notice, demand or other communication served on the First Applicant shall deemed to mean service to all Applicant(s).

- **If to Developer:**

Address: SC-01/B1, Sector 150, NOIDA, Gautam Buddh Nagar, PIN Code – 201310, Uttar Pradesh

Attention: Project Head

E-mail: contactus@antaranoida.com

- **If to the Applicant(s):**

At the Permanent address as set out in Application.

**13 MISCELLANEOUS**

13.1 **Waiver:** The failure of any Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of the Allotment Letter or these Terms and Conditions shall not be construed as a waiver or a relinquishment of any right or Claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of the Allotment Letter or these Terms and Conditions or the rights and obligations of the Developer or the Applicant(s). The Developer and the Applicant(s) acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued by such person and shall constitute waiver of the specific term or provisions mentioned therein.

13.2 **Severability:** Any provision of the Allotment Letter or these Terms and Conditions which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Allotment Letter or these Terms and Conditions or affecting the validity or enforceability of such provision in any other jurisdiction.

If any such prohibition or unenforceability substantially affects or alters the commercial terms and conditions of the Allotment Letter or these Terms and Conditions, the Parties shall negotiate in good faith to amend and modify the provisions and terms of the Allotment Letter or these Terms and Conditions, as the case may be, as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same commercial terms, covenants and conditions as were there in the Allotment Letter and/or these Terms and Conditions prior to such prohibition or unenforceability.

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
(Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

13.3 **Survival:** Upon execution of the Definitive Agreements amongst the relevant parties, the Allotment Letter read with these Terms and Conditions shall stand automatically overridden and shall have no effect, save and except as provided hereinafter.

The provisions that are by their context or nature meant to survive the cancellation/ surrender of the Allotment Letter and therefore, these Terms and Conditions including the relevant provisions set forth in Condition 4 (Cancellation/ Surrender ), as well as the provisions set forth in Conditions 2.9.2 (Return/Dishonour of Cheques), 2.10 (Manner of Payment /Refund), 3.2 (Completion Date), 7 (Representations, Warranties and Covenants of the Applicant(s)), 8 (Indemnity), 9 (Governing Law and Jurisdiction), 10 (Dispute Resolution), 12 (Notices), 13.3 (Survival) and 13.5 (Joint and Several Liability) hereof shall survive the cancellation/ surrender of the Allotment Letter.

13.4 **Independent Rights:** Each of the rights of the Developer or the Applicant(s) under the Allotment Letter and these Terms and Conditions is independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such right shall not prejudice or constitute a waiver of any other right of such person, whether under the Allotment Letter or these Terms and Conditions or otherwise.

13.5 **Joint and Several Liability:** All Applicant(s) shall be jointly and severally liable for the making of any payments due in terms of the Allotment Letter and these Terms and Conditions or the breach of any provisions of the Allotment Letter or these Terms and Conditions.

13.6 **Specific Performance:** Each Party agrees that any breach or threatened breach of the Allotment Letter and/or these Terms and Conditions may result in irreparable damage to the other Party for which such Party shall not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, each Party acknowledges and agrees that the other Party may immediately seek enforcement of this agreement by means of specific performance or injunction or any other equitable relief.

13.7 **Further Acts:** The Developer and the Applicant(s) shall sign, execute and deliver any such document and shall perform any act which may be necessary or desirable to give full effect to the Allotment Letter and these Terms and Conditions.

13.8 **Entire Agreement:** The Allotment Letter read with these Terms and Conditions shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede prior discussions.

## 14 DEFINITIONS

Unless repugnant to the context thereof, capitalized terms shall have the meaning as under:

**"Allotment Letter"** shall mean the allotment letter issued by the Developer within forty five (45) days of this Application with respect to allotment of the Apartment to the Applicant(s) upon the acceptance of the Application by the Developer as set out in the Application Form. These Terms and Conditions shall form an integral part of the Allotment Letter;

**"Apartment"** shall mean the apartment within the Phase 1 Project which the Applicant(s) wish to acquire, as specified in the Application Form;

**"Applicable Law"** shall mean and include any central, state or local statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government

X	X	X	X
_____	_____	_____	_____
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)

approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of the Application Form or thereafter;

**"Applicant"** shall mean natural person/company/LLP/firm/trust/societies/HUF/others who has/have applied to the Developer for allotment of the Apartment, for use and occupation of Eligible Individual(s), by signing and submitting the Application and agreeing to abide by these Terms and Conditions. In case **Applicant(s)/Applicants** are natural persons, this term shall include at least one Eligible Individual as an Applicant.

**"Application Form"** or **"Application"** shall mean the application for allotment of the Apartment submitted by the Applicant(s);

**"Application Money"** shall have the meaning assigned to the term in the Application Form;

**"Approvals"** shall mean and include any approval, sanction, permissions, permit, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the construction, development and operation of the Community or any part thereof;

**"ASLL"** shall mean Antara Senior Living Limited, a company duly incorporated under the Companies Act, 1956, having its registered office at Max House, 1 Dr. Jha Marg, Okhla, New Delhi – 110020;

**"Booking Amount"** shall have the meaning assigned to the term in Application Form;

**"Carpet Area"** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

**"Car Parking Space(s)"** shall mean the car parking space(s) allotted to the Applicant(s).;

**"Claim"** means and includes any notice, demand, claim, action, proceeding or assessment taken by any Competent Authority or a third party whereby any person (i) may be placed or is sought to be placed under an obligation to make payment; (ii) is likely to suffer any loss, damage, cost, expense, liability, penalty or prosecution; (iii) may be enjoined or restrained from doing any act or thing; and/ or (iv) may be deprived of any relief, allowance, credit or repayment otherwise available;

**"Club Membership Fee"** shall have the meaning assigned to the term in Condition 2.7.

**"Common Areas and Common Facilities"** shall mean the areas and facilities as mentioned in Annexure E:

**"Commencement Date"** shall mean the date of commencement of the lease of the Apartment as specified in the sub-lease deed to be executed between the Developer and the Applicant(s);

**"Competent Authority"** shall mean any judicial, quasi-judicial or government or local authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Land / Project/ the Parties;

**"Completion Date"** shall have the meaning assigned to the term in Condition 3.2;

**"Definitive Agreements"** shall have the meaning assigned to the term in the Application Form;

X	X	X	X
_____	_____	_____	_____
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)

**“Developer”** shall mean Contend Builders Private Limited, a company duly incorporated under the Companies Act, 1956, having its registered office at 301-A, World Trade Tower, Barakhamba Lane, Connaught Place, New Delhi – 110001 being the developer of the Project;

**“Eligible Individual(s)”** shall mean individual(s) who is/are of the age of fifty (50) years or above or such other age as may be specified by ASLL from time to time;

**“Encumbrance”** shall mean and include any agreement, arrangement or obligation to create any of the following: (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, and (b) any claim, interest, option, right of pre-emption, retention of title, right of first offer, refusal, power of sale or transfer restriction in favour of any person;

**“Force Majeure”** shall mean a case of war, civic unrest, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any notice, order, rule, notification of the Government and/or courts and/or Competent Authority, affecting the Phase 1 Project;

**“Indemnified Persons”** shall have the meaning assigned to the term in Condition 8.1;

**“Land”** shall mean the land measuring approximately 32,372.90 square meters (i.e. approx. 8 Acres) situated at Plot No. SC-01/B-1, Sector-150, Gautam Budh Nagar, Noida, Uttar Pradesh, on which the Project is proposed to be constructed;

**“Losses”** shall mean and include all losses, Claims, liabilities, costs, charges, fines, fees, penalties, deficiencies, damages, expenses and taxes, including amounts paid in settlement, interest, court costs, reasonable out-of-pocket expenses and reasonable fees and disbursements of any attorneys, accountants, financial advisors or other experts;

**“Noida Authority”** shall mean New Okhla Industrial Development Authority;

**“Non-Refundable Amount”** shall have the meaning assigned to the term in Condition 4.2.1;

**“Payment Plan”** shall mean the method and manner of payment to be made by the Applicant(s) for acquiring the Apartment and as more specifically described in ‘Annexure C’;

**“Phase 1 Land”** shall have the meaning assigned to the term in the Application Form;

**“Phase 1 Project”** shall have the meaning assigned to the term in the Application Form;

**“Project”** shall have the meaning assigned to the term in the Application Form;

**“Real Estate Act”** shall mean the Real Estate (Regulation and Development) Act, 2016 read with the Uttar Pradesh (Regulation and Development) Rules, 2016 as amended from time to time;

**“RERA Registration”** shall have the meaning assigned to the term in Condition 1.1;

**“Residence”** shall refer to the building in the Phase 1 Project in which the Apartment is located;

<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	(Fourth Applicant)



“**Services**” shall mean the Services to be provided to the residents of the Phase 1 Project by ASLL in accordance with the maintenance agreement to be entered between the Applicant(s) and ASLL, as amended from time to time;

“**TDS**” shall have the meaning assigned to the term in Condition 5.8.1; and

“**Terms and Conditions**” shall mean these standard terms and conditions, which the Applicant(s) have agreed to and which shall form an integral part of the Application form and the Allotment Letter;

“**Total Price**” shall mean the amount specified in Annexure C of the Application Form;

“**U.P. RERA**” shall mean Uttar Pradesh Real Estate Regulatory Authority.

### 15. INTERPRETATION

- (a) With respect to these Terms and Conditions, unless the context otherwise requires, the following rules of interpretation shall apply:
- (b) the headings and bold typeface are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;
- (c) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings;
- (d) words importing the singular shall include plural and vice versa;
- (e) the terms “Term” and “Condition” refers to the specified Term or Condition and the term “Schedule” refers to the specified Schedule appended to these Terms and Conditions;
- (f) reference to the word “include” shall be construed without limitation;

I/ We hereby accept and agree to abide by these Terms and Conditions.

Signatures:

First Applicant:	Second Applicant:
Third Applicant:	Fourth Applicant:

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
(Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

**ANNEXURE B**  
**DETAILS OF THE APARTMENT**

Apartment Number	
Residence Number	
Carpet Area	
Car Parking Space(s)	
Specification of Apartment	As per Annexure D
Common Areas and Common Facilities	As per Annexure E
RERA Registration No.	UPRERAPRJ745377
RERA Web ID/ Link	<a href="http://www.up-rera.in">www.up-rera.in</a>

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
(Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

**ANNEXURE C**  
**DETAILS OF PRICING AND PAYMENT PLAN**

<b>S. No.</b>	<b>Particulars of Consideration</b>	<b>Value in INR</b>
1	Towards the Carpet Area of the Unit	
2	Additional Car Parking Space(s)	
3	<b>Cost of property (1+2)</b>	
4	Advance Maintenance Charges (For 1 (one) year)	
5	Lease Rent	
6	GST	
7	<b>Total Price (3+4+5+6)</b>	
8	<b>Club Membership Fee</b>	
9	GST on Club Membership Fee	
10	<b>Club Membership Fee payable (8+9)</b>	
11	<b>Total amount payable (7+10)</b>	

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

## PAYMENT PLAN

### CONSTRUCTION LINKED PAYMENT PLAN

Milestones	Cost of Property	Advance Maintenance charges	Lease Rental	Club Membership Fee
Application money	INR 2,00,000.00	-	-	-
Within 30 Days of Application	10% (Minus Application money)	-	10%	25%
On Commencement of Excavation Work	5%	-	5%	-
On Completion of Tower Basement Roof Slab	5%	-	5%	-
On Completion of Ground Floor Roof Slab	5%	-	5%	-
On Completion of 4th Floor Roof Slab	5%	-	5%	25%
On Completion of 8th Floor Roof Slab	5%	-	5%	-
On Completion of 12th Floor Roof Slab	5%	-	5%	-
On Completion of 16th Floor Roof Slab	5%	-	5%	-
On Completion of 20th Floor Roof Slab	5%	-	5%	-
On Completion of 24th Floor Roof Slab	5%	-	5%	-
On Casting of Top Floor Roof Slab	5%	-	5%	25%
On Completion of Block work of Tower	7%	-	7%	-
On Completion of External Plaster	7%	-	7%	-
On Completion of Internal Plaster & Flooring	7%	-	7%	-
On Installation of Lifts	7%	-	7%	-
On Completion of Fixtures & Fittings	7%	-	7%	-
On Offer of Possession of the Apartment	5%	100%	5%	25%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

Note: GST on applicable rates shall be payable along with each installment

\_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  
 (Sole/First Applicant)      (Second Applicant)      (Third Applicant)      (Fourth Applicant)

**30:40:30 PAYMENT PLAN**

Milestones	Cost of Property	Advance Maintenance charges	Lease Rental	Club Membership Fee
Application money	INR 2,00,000.00	-	-	-
Within 30 Days of Application	10% (Minus Application money)	-	10%	25%
Within 60 days of Application	10%	-	10%	-
Within 120 days of Application	10%	-	10%	-
On Completion of 4th Floor Roof Slab	-	-	-	25%
On Casting of Top Floor Roof Slab	40%	-	40%	25%
On Offer of Possession of the Apartment	30%	100%	30%	25%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

Note: GST on applicable rates shall be payable along with each installment

**DOWN PAYMENT PLAN**

Milestones	Cost of Property	Advance Maintenance charges	Lease Rental	Club Membership Fee
Application money	INR 2,00,000.00	-	-	-
Within 30 Days of Application	10% (Minus Application money)	-	10%	25%
Within 90 days of Application	90%	-	90%	-
On Completion of 4th Floor Roof Slab	-	-	-	25%
On Casting of Top Floor Roof Slab	-	-	-	25%
On Offer of Possession of the Apartment	-	100%	-	25%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

Note: GST on applicable rates shall be payable along with each installment

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

**CUSTOMISED PAYMENT PLAN**

Milestones	Cost of Property	Advance Maintenance charges	Lease Rental	Club Membership Fee
Application money	INR 2,00,000.00	-	-	-
Within 30 Days of Application	10% (Minus Application money)	-	10%	25%
<b>TOTAL</b>				

Note: GST on applicable rates shall be payable along with each instalment

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 (Sole/First Applicant) (Second Applicant) (Third Applicant) (Fourth Applicant)

**ANNEXURE D**  
**SPECIFICATIONS OF APARTMENT**

	<b>Living and Dining</b>	<b>Bedrooms</b>	<b>Toilets</b>	<b>Kitchen</b>	<b>Staff room</b>	<b>Staff Toilet</b>	<b>Balconies</b>
<b>Floor</b>	Anti-skid tile	Wooden flooring	Anti-skid tile.	Anti-skid tile	Anti-skid tile	Anti-skid tile	Anti-skid tile
<b>Walls</b>	Emulsion paint	Emulsion paint	Tile dado till 2.1 Mts. Oil-bound distemper above.	Emulsion paint. Stone counter and fascia.	Emulsion paint	Emulsion paint	Exterior grade paint
<b>Ceiling</b>	Oil-bound distemper	Oil-bound distemper	Moisture resistant gyp-board Oil-bound distemper	Oil-bound distemper	Oil-bound distemper	Oil-bound distemper	Oil-bound distemper
<b>Fixture &amp; Fitting</b>	Ceiling light fixtures Fans	Ceiling light fixtures Fans	Ceiling light fixtures Fans All sanitary fixtures and fittings Geyser	Modular kitchen with accessories Hob Chimney Microwave Refrigerator Geyser	Ceiling light fixtures Fans	Ceiling light fixtures Fans All sanitary fixtures and fittings	Ceiling light fixture MS railing
<b>External Doors &amp; Windows</b>	UPVC door window with wire mesh shutters	UPVC door window with wire mesh shutters	UPVC window	UPVC door window	UPVC door window	UPVC window	NA
<b>Internal Door</b>	Flush door with laminate finish	Flush door with laminate finish	Flush door with laminate finish	Flush door with laminate finish	Flush door with laminate finish	Flush door with laminate finish	NA
<b>Woodwork</b>	NA	Built-in wardrobes – laminate finish	Vanity with stone countertop and laminate finish	Modular kitchen with accessories	NA	NA	NA
<b>Electrical &amp; IT</b>	Modular switches Panic alarm switch Telephone point DTH provision	Modular switches Panic alarm switch Telephone point DTH provision	Modular switches Panic alarm switch Telephone point	Modular switches Panic alarm switch	Modular switches	Modular switches	Modular switches
<b>HVAC</b>	Hi-wall split AC	Hi-wall split AC	NA	NA	NA	NA	NA

X

(Sole/First Applicant)

X

(Second Applicant)

X

(Third Applicant)

X

(Fourth Applicant)

**ANNEXURE E**  
**COMMON AREAS AND COMMON FACILITIES**

Sr. No.	Common Areas and Common Facilities
1.	Reception lobbies
2.	Staircases, lift lobbies, munties, corridors of individual Residences
3.	Lifts, lift's shafts and lift machine room with the equipment
4.	Common corridors/ passages including lighting and other services
5.	Underground water tank and pump rooms
6.	Water supply from overhead water tanks
7.	Water supply connections provision from main line
8.	Rainwater harvesting pits
9.	Firefighting & domestic water supply equipment
10.	Electric sub-station/transformer / electrical panels
11.	Lawns & play areas, including lighting and services
12.	Guard rooms
13.	Garbage room
14.	Golf-cart pathways in landscape areas including lighting and services thereof
15.	Green landscape area, water bodies, fountain and lighting/ service thereof
16.	Driveway/roads/walkway/lighting and services
17.	Boom barrier at entry and exit
18.	Storm water drainage line
19.	Sewerage treatment plant
20.	Lighting protection / arrestor and aviation caution lights
21.	Power back-up including DG sets and allied equipment
22.	Security and fire control room with fire detection system/PA system
23.	Ramp drive ways / staircases / passage / shafts / basement ventilation, lighting and services thereof in basement
24.	Sump pump
25.	Sprinkler system and ventilation system in basement
26.	Common passages/ road/ corridors including lighting
27.	Pedestrian walkways in landscape areas including lighting and services thereof

Note: Covered Car Parking Space(s) shall not form part of the Common Areas and Common Facilities.

\_\_\_\_\_       \_\_\_\_\_       \_\_\_\_\_       \_\_\_\_\_  
 (Sole/First Applicant)      (Second Applicant)      (Third Applicant)      (Fourth Applicant)



Antara Noida Phase 1  
Plot No. SC-01/B-1, Sector-150  
Gautam Buddh Nagar, Noida, Uttar Pradesh, PIN Code - 201310  
RERA Registration Number: UPRERAPRJ745377  
[www.up-rera.in](http://www.up-rera.in), [www.antaraseniorliving.com](http://www.antaraseniorliving.com)