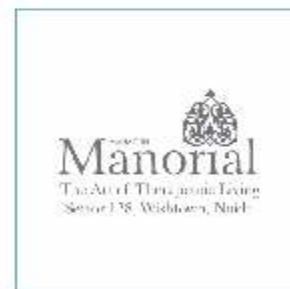
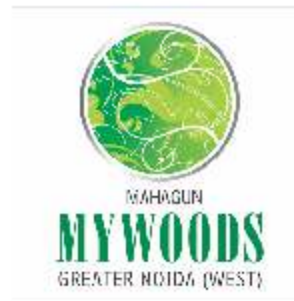




## **Booking Booklet**



**Application for booking of a Villament at Mahagun Mantra - 2**

**Plot No: GH-01,A, Sec-10, Greater Noida (West), U.P.**

**M/s Hebe Infrastructure Pvt. Ltd. (Mahagun Enterprise)  
Office No.-44, 4th Floor, Tower-B, The Corenthum, Sec.- 62,  
Noida**

Dear Sir/Madam

I/We here by apply for the Villament (hereinafter referred to as "Residential Unit") as per details given herein for your project "MAHAGUN MANTRA-2" situated at Plot no. GH-01,A, Sec-10, Greater Noida (West), U.P..

- a) I/We have read and understood the term and conditions as given in the allotment letter. I/We agree to abide and execute the prescribed allotment letter on the firm's standard format, which interalia includes the firm endeavoring to give possession of the said flat to me / us in stipulated time subject to my / our making timely payments as per agreed and approved payment plan of the total sale consideration and other charges. I/We confirm and accept the term and conditions of the allotment letter and have also understood the Disclosure made.
- b) The applicant(s) acknowledges that the company has provided all the information and clarifications as sought by the applicant(s). The applicant(s) is satisfied with the same. The applicant(s) has also relied on his/her own judgment and conducted inquiry before deciding to apply for purchase of the said Residential Unit . The applicant(s) has not relied upon nor is influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said complex/said Residential Unit . This application is complete and self contained in all respects. No oral or any written representation or statements shall be considered constituting part of this application.
- c) It is requested that applicant(s) may be allotted an Residential Unit and/or an exclusive right to use parking space(s) (hereinafter defined as part of independent area) in the said complex as per the company's:-  
Down Payment Plan  Special Payment Plan  No Pre EMI Payment Plan\*
- d) The applicant(s) encloses herewith a sum.....(Rupees.....only)  
by bank draft/cheque no.....dated.....drawn on.....in favour of the company payable  
at..... as booking amount.
- e) The applicant(s) agrees that if the company allots the said Residential Unit(hereinafter defined) then the applicant(s) agrees to pay the total price (hereinafter defined) and all other Amount(s), charges and dues as per the payment plan opted by the applicant(s) and/or as and when demanded by the company or in accordance with the terms of this application/agreement (hereinafter defined) that shall be executed by the company in accordance with company's standard document.
- f) The applicant(s) has clearly understood that by submitting this application the applicant(s) does not become entitled to the final allotment of the said Residential Unit in the said complex notwithstanding, that the company may have issued a receipt in acknowledgment of the money tendered with this application by the applicant(s). The applicant(s) further understands that only after issuance of the allotment letter, the allotment will get confirmed after execution of the sub-lease deed, and agreeing to abide by the terms and conditions laid down therein. If the applicant(s) fails to execute the sub -lease deed within 60 (Sixty) days from the date of dispatch of information for execution of sub -lease deed failing which the company shall have discretion to treat this application as cancelled and on such cancellation, the earnest money (herein after defined) along with the non-refundable amounts (herein after defined), which is paid by the applicant(s) shall stand forfeited. If for any reason, the company is not in a position to finally allot the said Residential Unit within a period of 1 (one) year from the date of application, the company shall refund the amount deposited by the applicant(s) with simple interest 11% interest per annum, which is approx. the present bank rate for financial instruments involving maturity period of more than three years, calculated for the period such amount have been lying with the company for which the applicant(s) will give notice to the company after expiry of 1 (one) year. The company shall refund such amount within 30 (thirty) days of receipt of such demand notice from the applicant(s). The applicant(s) understands that the company has no other liability of any kind except to refund this amount.
- g) The applicant(s) agrees to abide by the terms and conditions of this application including those relating to payment of total price and other deposits, charges, rates, taxes (hereinafter defined) cesses, levies and forfeiture of earnest money and non-refundable Amount(s) as laid down herein and/or in the allotment letter.
- h) Notwithstanding anything contained herein in this application, the applicant(s) understands that the application will be considered as valid and proper only on realization of the amount tendered with this application.

Signature of First applicant

Signature of Co-applicant(s)



The particulars of the applicant(s) are given below for Company's reference and record:

1. (i) SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.....

S/W/D of.....

Nationality ..... Age ..... years

Profession .....

Residential Status: Resident/Non-Resident/  Foreign National of Indian

Origin.....

Income Tax Permanent Account No.....

Ward/Circle/Special range and place where assessed to income tax.....

Mailing Address.....

Tel No..... Fax No.....

Office Name & Address.....

Tel. Nos..... E-mail ID.....

Mobile.....



(ii) JOINT OR CO-APPLICANT (S)

Mr./Mrs./Ms.....

S/W/D of.....

Nationality ..... Age ..... years

Profession .....

Residential Status: Resident/Non-Resident/  Foreign National of Indian

Origin.....

Income Tax Permanent Account No.....

Ward/Circle/Special range and place where assessed to income tax.....

Mailing Address.....

Tel No..... Fax No.....

Office Name & Address.....

Tel. Nos..... E-mail ID.....

Mobile.....



OR

\*M/s..... a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorised by resolution dated ..... Shr/Smt..... (copy of the resolution signed by all Partners required). PAN/TIN: ..... Registration No.....

OR

\*\*M/s..... a Company registered under the Companies Act, 1956, having its corporate identification no..... and having its registered office at..... through its duly authorised signatory Shri/Smt..... authorised by Board resolution dated ..... (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN: .....

(\*Delete whichever is not applicable)

Signature of First applicant

Signature of Co-applicant(s)

**2. DETAILS OF RESIDENTIAL UNIT :**

Villament No.:.....Floor:.....Type:.....  
 Built up Area.....Sq.Ft. and Impartible commin area constituting.....sq.ft. making .....sq.ft.  
 for the Saleable Area: Lawn Area:.....sq. ft. Attached Terrace:.....sq.ft

**3. DETAILS OF PRICING**

Basic sale price:...../- (Rupees.....only)  
 Floor PLC:...../- (Rupees.....only)  
 View PLC:...../ (Rupees.....only)

**4. CHARGES FOR ADDITIONAL ITEMS**

A) Cost of the Parking Space:

- 1) Covered Parking  @ Rs. 3,00,000 each
- 2) Double Covered Parking (Back to Back)  @ Rs. 5,00,000 each
- 3) Covered Mechanical Car Parking Space  @ Rs. 4,00,000 each

B) Power Backup Charges

Above 1 KVA & Upto 10 KVA @Rs.15,000/- Per KVA

Additional Power backup required.....KVA

Total Additional Power Backup (Installation Charges)Rs.....(Rs.....only)

**Note: Above items are on first come first basis and shall be provided as per options exercised at the time of booking only. In future subject to availability, the prices prevailing at the time of exercising the above items shall be charged.**

Yours faithfully

Dated:.....

Signature of First applicant

Place:.....

Signature of Co-applicant(s)

**FOR OFFICE USE ONLY**

Mode of Booking: Direct/Agent:.....M.O.U No.....

Location Booked:.....Date of Booking:.....

Discount Offered:.....Authorized by:.....

Booklet Filed by:.....Date:.....

Booklet Checked by:.....Date:.....

Booklet Approved by:.....Date:.....

Final Approval by:.....Date:.....

Signature of First applicant

Signature of Co-applicant(s)



**5. Schedule of Payment of Total Price :**

SUMMARY OF TOTAL COST INCLUDING SERVICE TAX							
		Basic	Floor PLC	View PLC	Power B up	Parking	Total
<b>Components of Residential Unit Cost</b>							
Service Tax	Rate applicable	4.50%	15%	15%	15%	4.50%	
	Amount payable						
<b>Grand total including Service Tax</b>							

**PLAN-I (Down Payment Plan)**

	Date	Total Cost	
		%	Amount
Token amount			
Booking amount		10%	
Amount due within 30 days of booking		5%	
Amount due within 45 days of booking		80%	
Amount due on offer of Possession		5%	

**SPECIAL PAYMENT PLAN (50:25:25)**

	Date	Total Cost	
		%	Amount
Token amount			
On Booking		10%	
Amount due within 30 days of booking		5%	
Amount due within 45 Days of booking		35%	
Amount due on laying of top floor roof slab		25%	
Amount due on offer of Possession		25%	

Signature of First applicant

Signature of Co-applicant(s)

**PLAN-III (No Pre-EMI Payment Plan)**

	Date	Total Cost	
		%	Amount
Token amount		10%	
Booking amount			
Amount due within 30 days of booking		10%	
Amount due within 45 days of booking		30%	
Amount Due on First Floor Slab Laid		15%	
Amount Due on Half Structure Slab Laid		20%	
Amount Due On Top Floor Slab Laid		10%	
Amount due on offer of Possession		5%	

**DECLARATION**

This Applicant(s) does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant(s) is true and correct and nothing has been concealed therefrom.

Dated .....

Yours faithfully

Place .....

Signature of First Applicant

Signature of Co-applicant(s)

Signature of First applicant

Signature of Co-applicant(s)



**Terms & Conditions forming part of Booking Application for Residential Unit at Mahagun Mantra - 2. The terms and conditions given below are merely indicative and are more comprehensively set out in the allotment letter, which upon execution shall supersede all previous documents. The applicant(s) shall sign all the pages of this application in token of the applicant's acceptance of the same: -**

#### **Definitions & Interpretations**

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

**"Additional PLC"** means the charges payable in addition to the PLC for the Said Residential Unit being additional preferentially located, calculated on per sq. feet basis of the Saleable Area of the Said Residential Unit.

**"Allotment letter"** means the Residential Unit buyer's agreement to be executed by the Applicant and the Company on the Company's standard format.

**"Applicant"** means person(s), applying for allotment of the Said Residential Unit, whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed to the terms and conditions of this Application.

**"Application"** means whole of this Application form including all annexures, schedules, terms and conditions for allotment of the Said Residential Unit in the Said Complex.

**"Built up Area"** The built up areas of individuals tenements is the area of the inner measurements of the tenement at floor level including the column offset, wall thickness, half areas of common walls and the full areas of balconies, cupboards, space, projections, full area of the attached terraces at the same floor if any accessible internal projection including private terraces and the door/windows jambs, service shafts and will also include the detached habitable area, if any, such as servant's room, mezzanine floor, area of double heights if any etc. for exclusive ownership.

**"Company"** means M/s Hebe Infrastructure Pvt. Ltd., having its Corporate Office at Office No. 44, 4th Floor, Tower -B, Corenthum, Sector-62, Noida, U.P., and includes its affiliates, sister concerns, subsidiary(ies), associate(s) and holding company.

**"Common Areas of the Projects"** Area pertaining to electric sub-station, control panel room, installation area of transformers and DG sets, guard rooms, guard towers, entrance & exit of the complex, water supply, treatment plants, pump houses, sewerage system and STP, EPABX system and common toilets, rain water harvesting system and slub/ community hall and all other recreational facilities etc.

**"Earnest Money"** means 10% of the Total Price of the Said Residential Unit payable by the Applicant(s).

**"Force Majeure"** means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, Industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment; or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building or If any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.
- (h) any event or circumstances analogous to the foregoing.

Signature of First applicant

Signature of Co-applicant(s)



**"Independent areas and facilities"** the areas for shops, convenient stores, saloon, restaurants / bar and kitchen. their approaches and spaces appurtenant to these in club complex, ownership of all parkings in the complex, all right in basements, stilts, ramps, along with the required approaches and spaces appurtenant thereto and any other built up area not accounted for, in the saleable area shall vest with the company. The company shall be free to dispose off the same on such terms and conditions as it may deem fit. The applicants shall not have right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent area is or in the operation and management including, but not limited to creation of further right in favour of any other party by way of sale, transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government semi-government, any other authority, body any person, institutions, trust and / or any local bodies which to company may deem fit in its sole discretion without any interference from any of the applicant(s) of the complex.

**"Limited Common Area "** means all facilities to be used by all the Residential Unit owners of the block, such as all walls, the foundations, columns, column thickness, girders, beams, supports, main walls, roofs, halls, entrance lobbies, corridors, staircases shafts and munties, lobbies, lifts, lift lobbies and machine rooms, all service shafts (excluding those service shafts as already included in the built up area, defined hereinabove), fire escapes and pro-rata impartible and undivided share in the land area underneath the block. These limited common areas pertaining to an individual block shall be divided among the Residential Unit owners of the block on an equal basis of the total built up area of that block.

**"Maintenance Charges"** means the maintenance to be paid by the Applicant(s) for the maintenance and upkeep of the Said Complex/Said Building/Said Residential Unit to be paid as per the payment plan to the Company or to the Maintenance Agency at prescribed rates of the saleable area of the Said Residential Unit , payable on monthly basis along with the areas appurtenant to the Residential Unit.

**"Maintenance Agency"** means person(s) who shall carry out the maintenance and upkeep of the Said Complex and who shall be responsible for providing the maintenance services within the Said Complex/Said Building/Said Residential Unit , which can be the Company or association of Residential Unit owners or such other agency/body/company to whom the Company may handover the maintenance of the Said Complex.

**"Non Refundable Amounts"** means interest paid or due on delayed payments, deduction of brokerage paid by the Company and all loss due to reduction in the Market Price, if any, etc.

**"PLC"** means charges for the preferential location of the Said Residential Unit payable/as applicable to be calculated on the per sq. ft./per sq. mtr. basis of saleable area of the Said Residential Unit , as mentioned in item No. 3 (Details of Pricing) of this Application herein above.

**"Said Residential Unit"** shall mean and denote a villament, applied for by the Applicant in the Said Building, details of which has been set out in the Application and includes any alternative Residential Unit , if allotted to the Applicant in lieu of the Said Residential Unit. This particular residential unit shall be spread across two distinct floors with entrance from lower level only and shall form part and parcel of a high rise multi storied residential tower, to be developed and constructed by the Company in the complex.

**"Said Land"** means the land admeasuring approximately 24536.74 sq.mts.

**"Saleable Area"** the saleable area shall comprise of the built up area of the unit, interest on equal basis in the Limited Common Areas and interest on equal basis in the common areas pertaining to an individual block shall be divided among the Residential Unit s,

**"Said Building"** means the building in the Said Complex, as mentioned in this Application in which the Said Residential Unit may be located.

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Signature of First applicant

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Signature of Co-applicant(s)



**"Taxes"** shall mean any and all taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Residential Unit/Said Building/Said Complex, as on 31.03.2013

**"Total Price"** means the amount indicated in para no. 3 & 4 (A) and 4 (B) of this document, which includes Basic Sale Price, PLC (View /Floor/, as applicable), Club Membership, Parking, power back up but does not include other Amount(s), charges, security amount etc., which are payable as and when demanded by the Company in accordance with the terms of this Application, including but not limited to: -

- i) Maintenance Charges, Additional PLC (in case the flat gets preferentially located at a later stage) as defined in clause 10 (c), municipal tax on the Said Residential Unit .
- ii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the applicant(s).
- iii) The cost of prepaid electric meters for individual Residential Unit s, along with required accessories
- iv) Cost of additional parking space(s) available, if any, allotted to the applicant(s) at a later date, on its demand.
- v) Any other charges that may be payable by the applicant(s) as per other terms of the Application and such other charges as may be demanded by the Company.
- vi) Interest free maintenance security deposit @ 25/- per sq. ft of the saleable area.
- vii) Sinking Fund @ 20/- per sq. ft of the saleable area.
- viii) All rights on basement( s), stilts etc, shall vest with the builder unless allotted separately.
- ix) Service tax or any other tax as applicable/ levied from time to time.

Which Amount(s) shall be payable by the applicant(s) in accordance with the terms and conditions of the application/allotment and as per the demand raised by the company from time to time.

For all intents and purposes and for the purpose of terms and conditions set out in this application, singular includes plural and masculine includes feminine gender.

\_\_\_\_\_  
Signature of First applicant

\_\_\_\_\_  
Signature of Co-applicant(s)

**The terms and conditions given below are of indicative nature with a view to acquaint the applicant(s) with the terms and conditions as comprehensively set out in the Allotment Letter/Sub-lease deed which upon execution shall supersede the terms and conditions set out in this application.**

1. The applicant(s) has applied for allotment of the said Residential Unit and is fully aware of limitations, restrictions and obligations of the company in relation to and in connection with the development/construction of the said Residential Unit /said building/said complex and has also satisfied himself about status/title/interest/rights of the company over the land on which the said Residential Unit /said building/said complex is being developed/constructed and has understood all the constraints of the company in respect thereof. The applicant(s) confirms that no further inquiry in this regard is required by the applicant(s). The applicant(s) confirms that this application is irrevocable and cannot be withdrawn.
2. The applicant(s) shall pay the total price of the said Residential Unit in accordance with the payment plan opted by the applicant(s) and in addition the applicant(s) shall also be liable to pay all other Amount(s), charges and dues mentioned in this application and/or the allotment in accordance with the demand raised by the company from time to time. The applicant(s) agrees and understands that the total price of the said Residential Unit and other charges are calculated on the basis of the saleable area of the said Residential Unit which is tentative and any increase or decrease, over and above  $\pm 3\%$ , thereof, shall be payable or refundable at the rate mentioned in this application. It is further understood by the applicant(s) that the definition of saleable area shall be more clearly defined in the allotment, and the applicant(s) agrees and affirms to be bound by the same.
3. Subject to the other terms and conditions of this application/allotment, on and after the payment of total price, and other charges and dues as per the application/allotment, subsequent only to the execution and registration of the sub lease deed with the competent authority the applicant(s) shall have
  - (i) Ownership of the Residential Unit area of the said Residential Unit.
  - (ii) Undivided interest and right to use common areas and facilities as described herein above along with all Residential Unit owners of the completed complex.
  - (iii) Right to exclusive use of the parking space(s) allotted against payment; and
  - (iv) Undivided proportionate interest in the land underneath the said building calculated in the ratio of saleable area of the said Residential Unit to the total saleable area of all completed Residential Units and independent areas in the said complex.
4. The applicant(s) agrees that applicant(s) shall not have any right in any basements, stilts, commercial premises, building, Residential Unit/s, community centers and any other built up area not accounted for in the saleable area etc., if any, along with the required approaches and spaces appurtenant thereto, constructed in the said complex. The company shall be free to dispose of the same on such terms and conditions as it may deem fit. The applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of Residential Unit/s, commercial premises, buildings, community centers, etc. or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the company may deem fit in its sole discretion without any interference from any of the applicant(s) of the complex.
5. (a) The common areas, facilities, undivided interest of each Residential Unit owner in the land underneath the building as decided by the company or else specified by the company in any declaration (which may be filed by the company in compliance of the act) shall be conclusive and binding on the applicant(s). The applicant(s) agrees and confirms that the applicant(s)'s rights, title and interest in the said Residential Unit, common areas, facilities and the undivided interest underneath the building shall be limited to and governed by what may be decided or specified by the company in such declaration. The applicant(s) shall be required to join the society, association of the owners of the Residential Unit, and the applicant(s) agrees to pay all fees, charges thereof and complete such documentat on and formalities as may be necessary by the company in its sole discretion for this purpose.  
(b) The applicant(s) agrees that the company may in its sole discretion and for the purpose of complying with the provisions of the act as amended upto date or any other applicable laws substitute the method of calculating the undivided proportionate interest in the land underneath the said building and in common areas and facility and independent areas in any declaration with respect to said Residential Unit.
6. Common areas electricity & water charges shall be payable on monthly basis by the applicant(s) on equal basis as per actuals.
7. Electricity, power back up and replacements if any are to be paid separately as per actuals.
8. The applicant(s) agrees and understands that in addition to total price the applicant(s) shall be liable to pay all taxes which shall be charged and paid as follows:-
  - (a) A sum equivalent to the proportionate share of taxes shall be paid by the applicant(s) to the company. The proportionate share

Signature of First applicant

Signature of Co-applicant(s)



shall be the ratio of the saleable area of the said Residential Unit to the total saleable area of all the Residential Unit, other buildings, Residential Unit/s, club etc., in the said complex.

- (b) The company shall periodically intimate the applicant(s), on the basis of certificates from a chartered engineer and/or a chartered accountant, the amount payable as stated above which shall be final and binding on the applicant(s) and the applicant(s) shall make payment of such amount within 30 (thirty) days of such intimation.
9. The company has already received the sanctions for building plans from the competent authorities. In future with the permission of the competent authorities the approved plans may be revised to cater for additional / permissible F.A.R by modifying the layouts, no. of stories etc.
10. The applicant(s) agrees that in future, if due to change in the layout plan/ building plan of the said complex /said building/said Residential Unit :-
- (a) The said Residential Unit seizes to be preferentially located then only the amount of PLC, paid by the applicant(s) shall be refunded without any interest and such refund shall be made/adjusted in the last installment as stated in the payment plan opted by the applicant(s).
- (b) If the said Residential Unit subsequently becomes preferentially located, the applicant(s) shall pay PLC of the Residential Unit to the company as applicable and as demanded by the company.
- (c) If the said Residential Unit subsequently becomes additionally preferentially located, the applicant(s) shall pay additional PLC to the company in the manner as demanded by company.
- The applicant(s) understands that in case of change in the location of the said Residential Unit due to change in the layout plan/building plan of the said complex/said building/said Residential Unit or otherwise, the applicant(s) shall have no other right or claim as mentioned herein above.
11. The price of the flat mentioned in this application is inclusive of the cost of providing electric wiring, switches, in all the rooms, toilets and kitchen, ceiling light fitting in common passages balconies in each Residential Unit and fire fighting equipments only as prescribed in the existing fire fighting code/regulations. In addition to that for common areas and services price of the flat does not include the cost of prepaid electric meter which shall be got installed by the intending applicant(s) at his/her own cost of Rs. Twenty five thousand only alongwith applicable service tax towards the installation of such meter, through the Company. If however, due to any subsequent legislation/government order or directives or guidelines or if deemed necessary by the company or of its nominees, additional fire measures or it is necessitated for installation of such other equipment then the applicant(s) agrees to pay for the additional expenditure incurred thereon on pro-rata basis along with other applicant(s) as determined by the company in its absolute discretion.
12. The total price includes the cost of equipments/appliances as mentioned in specifications. All the equipments/appliances provided in the said Residential Unit /complex are mainly indicative and subject to change. The applicant(s) further agrees and understands that the company shall have the option to choose the brand of equipments/appliances to be installed and the applicant(s) shall have not the right to raise any dispute or claim with regard to the brand installed by the company in the said Residential Unit .
13. The applicant(s) agrees and understands that the company is not giving any warrantee or guarantee with regard to the equipments/appliances installed in the said Residential Unit . The guarantee and warrantee is of the manufacturer/supplier as per the terms and conditions mentioned in the warrantee/guarantee issued by the manufacturer and supplier with regard to equipments/appliances. The guarantee/warrantee issued by the supplier/manufacturer of all the equip-ments/appliances etc. provided in the said Residential Unit will be handed to the applicant(s) at the time of possession. Thereafter, the company shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed in the said Residential Unit . The company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operation defect or otherwise in the equip-ments/appliances installed in the said Residential Unit . The applicant(s) agrees and understands that the company shall not be responsible for operation maintenance or for any consequence thereof.
- 14 (a) The applicant(s) agrees that the company shall enter into an arrangement of supplying power to the said complex in which the said Residential Unit is located. The applicant(s) further agrees that this arrangement of being supplied the power could be provided by the company or its agent directly or through the respective society/association of Residential Unit owners. It is further agreed by the sum equivalent to the proportionate share of taxes shall be paid by the applicant(s) to the company. The proportionate share shall be the ratio of the saleable area of the said Residential Unit to the total saleable area of all the Residential Unit s, other buildings, Residential Unit/s, club etc., in the said complex.

Signature of First applicant

Signature of Co-applicant(s)

- (b) It is further agreed and confirmed by the applicant(s) that the company shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed on time to time which may or may not be limited to the rate charged by state electricity boards. The applicant(s) agrees and confirms that he/she pay the amount based on the tariff to the company or its subsidiaries/affiliates directly or through the society/association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the company or its subsidiaries/affiliates. The applicant(s) confirms and understands that such power generating or supplying equipment may during its operation cause inconvenience to the applicant(s) and the applicant(s) shall have no objection to the same. The applicant(s) shall be liable to pay the consumption charges. The applicant(s) shall not have right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period applicant(s) continues to be the owner of the said Residential Unit . The clause shall survive the conveyance of the Residential Unit or any subsequent sale/re-sale or conveyance thereof.
15. The applicant(s) understands that the parking space allotted to the applicant(s) shall be an integral part of the said Residential Unit which cannot be sold/cealt with independent of the said Residential Unit . The applicant(s) may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of this application and agreement pertaining to allotment, possession, cancellation etc. shall be read in context to the parking space(s) so allotted, where applicable. The applicant(s) agrees that parking space allotted to the applicant(s) shall not form a part of common area of the said Residential Unit /said building/said complex but is an independent area as detailed in disclosure.
- That the company also proposes to provide for an option to the applicant(s) for installation of a car lift/ hoist, at his own cost and expense, in the covered Mechanical car parking space allotted to the applicant(s) at the Complex, to provide for an additional tier for parking of one additional car. The installation, maintenance and other expenses involved in the erection and maintenance of such equipments will be borne entirely by the applicant(s) himself. The company will provide a maximum header of 3.60 metres, from the ground level for this purpose. The applicant(s) will be responsible to ensure that the height of each particular tier of parking will be sufficient to take care of his specific height requirements according to the type of vehicle proposed to be parked in each tier. This option can be exercised by the customer only upon written authorization of the Company and may also entail levying of additional charges in lieu of recurring requirements of electrical power for the said lift/ hoist.
16. The applicant(s) agrees that time is essence in respect of all payments to be paid by the applicant(s) including the total price and all other Amount(s), charges, dues as mentioned in this application/agreement.
17. That the intending applicant(s) is/ are aware of and has/ have knowledge that the building plans are tentative and agree to that the company may make such changes, modifications, alterations and additions therein, as may be deemed necessary or may be required to be done by the company, the Government/ Greater Noida Authority or any other local authority or body having jurisdiction time to time if required. As per the prevailing Building Byelaws of the Greater Noida Authority, the F.A.R (Floor Area Ratio) of the said project is presently 2.75, upon the basis of which requisite approvals vide plan sanction No.: PLG / (BP)BP3153/GH/FTS-5738 dated-08-07-2014 have already been taken by the company, which is inter aila detailed in plans already approved by the competent authority, i.e., Greater Noida Authority. That in addition to the aforesaid F.A.R. available with the Company, a purchasable FAR of 0.75 also exists in favour of the Company which may be amended/enhanced by the Govt./ (GNIDA) from time to time, as per the applicable laws. That in consonance with the said rights so vested in the Company, the Company has already submitted revised plans to GNIDA, with FAR of 2.75 and purchasable FAR of 0.75, which is pending approval from the competent authority, i.e. GNIDA, on the basis of which the present booking and allotment is being affected in favour of the applicant(s), which has to be read accordingly by both the parties, for all intents and purposes.
- Further to this, an additional F.A.R. of 5% is allowed for the Green Buildings as per regulations of GNIDA, which will be applied for once the necessary sanctions and approvals in respect of the Green buildings is obtained by the Company from the competent authority i.e., I.G.B.C. The company accordingly reserves the right to develop a total F.A.R. of 86940.61 sq. mtr. on the plot as detailed hereunder:

**TABLE - I**

<b>F.A.R. Particulars</b>	<b>Area of Sq. Mts.</b>	<b>No. of Dwellings Units</b>
<b>PLOT AREA</b>	23657.31 sq. mtrs.	
Basic F.A.R. Allocated to the projects @ 3.50 (A): Inclusive of Purchasable FAR	82800.59 sq. mtrs.	1103.66 Nos. (1104)
Additional F.A.R. for IGBC (B) (5% OF A) (5% of A)	4140.02 sq. mtrs.	NA
<b>Total potential F.A.R. for the Project : (A+B)</b>	<b>86940.61 sq. mtrs.</b>	<b>1103.66 Nos. (1104)</b>

Signature of First applicant

Signature of Co-applicant(s)



It is however understood by the applicant(s) that Company also reserves its right over an area admeasuring 879.43 Sq. Mts., which as on the date of the booking the Residential Unit has neither been leased nor possession given to the Company by the competent authority i.e. (GNIDA). That in case of the subsequent allotment and leasing of the said area admeasuring 879.43 sq. mtr., as aforesaid by the competent authority i.e. Greater Noida Industrial Development Authority,, Company shall in consequence of the said allotment and leasing shall accordingly reserve the right to develop a total F.A.R. which shall thereafter stand modified/ revised to 90,172.52 sq. mtr. on the plot which is also detailed hereunder :-

TABLE - II

F.A.R. Particulars	Area of Sq. Mts.	No. of Dwellings Units
<b>PLOT AREA</b>	24536.740 sq. mtrs.	
Basic F.A.R. Allocated to the projects @ 3.50 (A); Inclusive of Purchasable FAR	85878.59 sq. mtrs.	1144.733 Nos. (1145)
Additional F.A.R. for IGBC (B) (5% OF A) (5% of A)	4293.93 sq. mtrs.	NA
Total potential F.A.R. for the Project : (A+B)	90172.52 sq. mtrs.	1144.733 Nos. (1145)

That the company can make any type of change in layout/elevation/design/floor plans/alteration in open paces area/parking spaces etc. as and when required and deemed fit by the company to tower, increasing the number of dwelling units/ population density **(as shown in the Table - I and II respectively)** after getting the necessary approvals from the competent authorities, All rights in the areas of said future block(s) and in the areas arising out of revisions/ alterations in the said building/complex shall vest exclusively with the company and the same can be sold/disposed of by the Company without any hindrance whatsoever by the applicant individually or collectively. It is presumed that by signing this application the applicant(s) hereby convey his/their acceptance and approval of the changes to be carried out by the company, as stated hereinabove.

18. However, in case of any major alteration/modification resulting in more than 10% change in the Said Residential Unit or material change in the specifications of the Said Residential Unit, any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the applicant(s) will be informed in writing by the Company of such change and the difference in price of the Said Residential Unit to be paid by him or refunded to him by the Company as the case may be. The applicant(s) agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the applicant(s) shall be deemed to have given his consent to all the alterations/modifications. If the applicant(s) objects to such change in writing, within the permitted time the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the applicant(s) along with 11% interest per annum, which is approx. the present bank rate for financial instruments involving maturity period of more than three years and the applicant(s) agrees that the applicant(s) shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/dispose off the Said Residential Unit in a manner in which it may deem fit.

The applicant(s) agrees that any increase or reduction in the saleable area over and above  $\pm 3\%$  of the Said Residential Unit shall be payable or refundable at the rate on which such areas were sold/charged.

19. The applicant(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Residential Unit or land appurtenant thereto, as the case may be, as assessable or applicable from the date of the Application. The applicant(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the applicant(s) till the Said Residential Unit is assessed separately as on 31.03.2013.
20. The applicant(s) agrees to pay applicable club usage charges for the club facilities. The amount shall be paid as when demanded by the Company. The actual usage will be payable as per the usages and service availed by the applicant(s) and the applicant(s) will be required to sign the necessary documents for necessary membership of the club, which shall contain the detailed terms and conditions. That the club usage charges, being payable on a monthly basis shall however be included in the payment of the maintenance charges, as detailed hereinunder, and shall as such be payable accordingly. The club membership charges have however been included in the cost of the flat. That the club/community hall and other recreational facilities shall however be provided only upon completion of the whole project.

Signature of First applicant

Signature of Co-applicant(s)

21. The applicant(s) agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Allotment letter and in case of termination, the applicant(s) shall be entitled to refund of the Amount(s) deposited by the applicant(s), without any interest or compensation whatsoever, provided the applicant(s) is not in breach of any of the terms of this Application/Allotment letter.

The applicant(s) agrees and acknowledges that the Company, may in view of the aforesaid circumstances, constituting force majeure may then abandon the project, and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the applicant(s), along with 11% interest per annum, which is approx. the present bank rate for financial instruments involving maturity period of more than three years, from the date of receipt of such amount and the applicant(s) shall have no other claim of any nature whatsoever.

22. The company shall construct the project in phases and shall have the discretion to alter the number of storey's, towers and further effect changes in the layout plan, without any change in the layout plan in his/her Residential units, except as specified earlier.

23. Subject to other terms of this Application and the Allotment letter, including but not limited to clause 19 and timely payment of the Total Price and other Amount(s), charges and dues as mentioned in the Application/Allotment letter without any default, the Company shall endeavour to complete the construction of the Said Apartment on or before 31st December' 2018, subject to Force Majeure circumstances. The company may at any time on or before the date of completion as mentioned above may offer the possession to the applicant and the applicant shall be bound to take the possession of the Said Apartment by completing the requisite formalities without any failure. However, in case of its failure to handover the possession on or before 31st December' 2018, the Company would pay the applicant, penalty at the rate of Rs.6/- per sq. ft./month which represents the current rental value of a similar apartment/unit, as prevailing in the area, in which the project is being executed or in the area/s contiguous to the location of the said project, for the delay attributable to the inability of the Company in handing over the Said Apartment beyond the aforesaid date.

That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for completion or delay in possession will be confined upto the date of applying for the completion certificate only.

Similarly, the Applicant would also be liable to pay holding charges @` Rs.6/- (Rupees five only) per sq. ft. per month if the Applicant fails to take the possession within 45 days from the date of issuance of the offer of possession to the applicant. Both parties agrees and confirm to the rate of Rs.6/ per sq ft per month as a just and equitable estimate of the damages that the Applicant/Company may suffer and the Applicant agrees that it shall have no other rights/claims whatsoever, provided the Applicant is not in breach of any of the terms of this Application. The adjustment of such compensation shall be made only at the time of execution of sub lease deed.

That the penalty as detailed and stipulated in this para shall be payable only in case the applicant has made timely payment of all due installments as stipulated in the agreed payment schedule. However in case of any non-compliance of agreed payment schedule by the concerned applicant, the stipulation with regard to the payment of the agreed penalty by the company shall be deemed to have been waived off by the applicant and he/she/they shall not be entitled to any such payment under and in terms of this booking.

24. The applicant(s) agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Complex/Said Building may be handed over to the Maintenance Agency. The applicant(s) agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Complex (including common areas & facilities) and undertakes to pay the maintenance bills/charges thereof. The company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/payable after thirty days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The applicant(s) shall pay and clear all dues at the time of offer of possession. That an interest free maintenance security deposit @Rs.25/- per sq ft. of the saleable area and Sinking Fund @ Rs.20/- per sq.ft. of the saleable area shall be paid by the applicant(s) to the Company before possession. Further the general monthly maintenance charges @Rs.3/- per sq.ft. on saleable area i.e., inclusive of the monthly club usage charges shall be payable in advance by the applicant(s) to the Company/ Maintenance Agency for a period of 24 months only and upon the expiry of said period of 24 months, the same shall be payable by the applicant(s) on a monthly basis. The maintenance charges have been fixed in the context of the prices prevailing as on 31.03.2013.

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Signature of First applicant

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Signature of Co-applicant(s)



The enhancement/variation in the maintenance charges shall be subject to the increase in the cost of various inputs such as wages/salaries of necessary personnel, costs of various materials, including but not limited to the necessary various petroleum products for the provision of the maintenance services in the complex, and the said enhancement/variation would be directly in proportion to the annual percentage change/increase in the consumer price Index, as detailed hereinunder:

#### Maintenance Charges and applicable Price Escalation

- 1) Existing Maintenance charges : Current Maintenance charges on 31st March, 2013 are Rs 3.00 per sq.ft. per month of saleable area allotted.
- 2) Price variation ( Increase / decrease ) in maintenance charges due variation in Labour wages and Petrol/Oil/Lubricants (POL):

##### A) Adjustment for variation in wages of Labour:

If during the currency of maintenance period, the minimum wages of labour are increased by the competent authority under the Minimum Wages Act, the maintenance charges shall be revised (increase/decrease) accordingly on quarterly basis .

Variation for labour wages shall be worked out as under.

$$VL = M \times ( Y / 100 ) \times ( ( Li - Lio ) / Lio )$$

Where VL is Variation due to labour wages (i.e. increase or decrease in the amount in Rupees to be paid or recovered )

M :- 100% value of Maintenance charges

Y :- Labour component i.e. 75 % ( Seventy five percent ) of Maintenance charge

Li :- Revised minimum wages of un – skilled adult male labour, fixed under any law , statutory rule or order , or applicable in the state where the project is located as applicable on the last date of the quarter previous to the one under consideration.

Lio:- Minimum wages of un- skilled adult male labour, fixed under any law, statutory rule or order , or applicable in the state where the project is located as applicable on 31st March , 2013

##### B) Adjustment for variation in POL :

$$VF = M \times ( Z / 100 ) \times ( ( Fi - Fio ) / Fio )$$

Where VF is Variation due to cost of Fuel, Oil & Lubricant (i.e. increase or decrease in the amount in Rupees. to be paid or recovered )

M :- 25% value of Maintenance charges

Z :- Component of Fuel, Oil & Lubricant in percent of the Maintenance charges ( i.e. 25% )

Fi : All India whole sale price index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India Ministry of Industry and Commerce , New Delhi as applicable on the last date of the quarter previous to the one under consideration.

Fio:- All India whole sale price index for Fuel, Oil & Lubricant valid on 31st March, 2013

The Annual Maintenance Charges of the lifts & other equipments in the particular tower shall be borne by the Company for a period of 24 months( which is included in the above mentioned maintenance charges), only from the date of offer of possession of that tower, and subsequent to the expiry of the aforesaid period of 24 months it shall thereafter be obligatory for the applicant(s)

That the Residential Unit shall be used for the residential purpose only and not put to use for any purpose, which is likely to cause public nuisance or not permissible under the law. Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the Residential Unit 's owners or associations of Residential Unit 's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of Residential Unit , signboard, publicity or advertisement material outside the Residential Unit or anywhere in the common areas shall not be permitted. Any type of change inside the Residential Unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC bear wall supporting whole the structure therefore no change is allowed.

25. If the applicant(s) fails to execute the sub-lease deed within six months from the date of dispatch of offer of possession for execution of sub lease deed failing which the company shall have discretion to treat this application as cancelled and on such cancellation, the earnest money (hereinafter defined) along with non-refundable Amount(s) (hereinafter defined), which is paid by the applicant(s) shall stand forfeited. The applicant(s) understand if for any reasons, the company is not in a position to finally allot the said Residential Unit by the date of completion, the company shall refund the Amount(s) deposited by applicant(s) with simple interest at the rate of 11% interest per annum, which is approx. the present bank rate for financial instruments involving maturity period of more than three years, calculated for the period such Amount(s) have been lying with the company for which the applicant(s) will give notice to the company, as per above. The company shall refund such Amount(s) within 30 (thirty) days of receipt of such demand notice from the applicant(s). The applicant(s) understands that the company has no other liability of any kind except to refund this amount.

Signature of First applicant

Signature of Co-applicant(s)





26. The applicant(s) shall be liable to pay all fees, duties, expenses, costs etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the allotment letter/conveyance deed of the Said Residential Unit, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Residential Unit and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the applicant(s), without any interest, upon realization of money from resale/re-allotment to any other party or six months from the date of cancellation whichever is earlier but without any interest or compensation of whatsoever nature, provided that the applicant(s) is not in breach of any terms of this Application/Allotment letter.
27. The applicant(s) agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable amount in case of non fulfillment/breach of any of the terms and conditions of the Application and the allotment letter including withdrawal of the Application and also in the event of the failure by the applicant(s) to sign and execute with the Company the sub-lease deed within 60 days from the dispatch of information by the company. Thereafter the applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Residential Unit. The Company shall thereafter be free to resale and/or deal with the Said Residential Unit in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amount(s) would be refunded to the applicant(s) by the Company only after realizing such Amount(s) from resale of the Said Residential Unit or six months from the date of cancellation whichever is earlier but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Residential Unit for all its dues payable by the applicant(s) to the Company. If the amount deposited/paid by the applicant(s) is less than the Earnest Money and the Non-Refundable Amount(s), then the applicant(s) agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.
28. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the applicant(s) in not making payments within the stipulated time by the applicant(s) on the condition that the applicant(s) shall pay to the Company interest which shall be charged for all delayed periods after the due date @ Eleven percent per annum, which represents the approx. cost of borrowed funds being currently raised by the Developer from Banks/ financial institutions / investor funds for financing its operations
29. The Company may, at its sole discretion and subject to applicable laws, NOC's from financial institutions, if any. And notifications or any Government directions as may be force., permit the applicants(s) to get the name of his/her nominee substituted in his/her place subject to such terms and condition and charges as the Company may impose. The applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the applicant(s) that as understood by the Company at present there are no executive instruction of the competent authority to restrict any nomination/transfer/assignment of Residential Unit. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination/transfer/assignment of the Residential Unit by any authority. The Company will have to comply with the same and the applicants(s) has specifically noted the same.
30. The applicants(s) agrees that the case the applicants(s) opts for a loan arrangements with any financial institutions/banks, for the purchase of the Said Residential Unit, the conveyance of the Said Residential Unit in favour of the applicants(s) shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.
31. The applicant(s) agrees that in case the applicant(s) is an NRI or non-resident/foreign national of Indian origin/foreign companies then all remittances, acquisition/transfer of the Said Residential Unit, any refund, transfer of security etc., shall be made in accordance with the provision of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rule and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
32. The applicant(s) agrees to inform the Company in writing by registered post only, any change in the mailing address mentioned in the Application, failing which all letters by the Company shall be mailed to the address given in the Application and deemed to have been received by the applicant(s). In case of joint applicant(s) communication sent to first name applicant(s) in this Application shall be deemed to have been sent to all applicant(s). All emails sent by the applicant(s) are required to be confirmed by a hard copy separately dully signed.
33. The applicant(s) hereby covenants with the company to pay from time to time and at all times, the Amount(s) which the applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company

Signature of First applicant

Signature of Co-applicant(s)



and its agents and representatives, estate and effects, indemnified and harmless against all payment and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the applicant(s).

34. The applicant(s) before making full payment and execution of sub-lease deed cannot assign his rights, titles and interest in the residential unit without the prior written consent of the Company, The Company at its sole discretion may however allow first transfer of the allotment before execution of sub-lease deed on payment of a transfer fee of four per cent of the total sale price, as prevailing at the time of desired transfer, subject however upon the expiry of twelve months from the date of booking. The Company shall always have a first right to buy back the said residential unit at the declared sale value.
35. The Company is not required to send reminder/notices to the applicant(s) in respect of the obligations of the applicant(s) as set out in this Application and /or the Allotment letter and the applicant(s) is required to comply with all its obligation on its own.
36. The applicant(s) understands that the final allotment of the said residential unit is entirely at the discretion of the Company.
37. The applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Residential Unit/s in the Said Complex/Said Building to anybody or altogether decide to put at abeyance the project itself, for which the applicant(s) shall only have right to claim the refund of the amount paid by him/her without any interest or compensation whatsoever.
38. The applicant(s) agrees that the Company shall have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the company without any intimation, written or otherwise to the applicant(s) and the applicant(s) shall not raise any objection in this regard.
39. Further, if there is any additional Levies, Rates, Taxes, Charges, Cess, trade tax, additional compensation to the farmers and Fees etc. as assessed and attributable to the Company (s) as a consequence of Government statutory or other local authority(s) order or any judicial order, the allottee(s) will be liable to pay his/her/their share of such additional levies.
40. The company without effecting in any manner the existing layouts of Individual Residential Unit/s, may with the permission of the competent authority make changes in the layouts/ blocks, no. of the units / stories for usage of any subsequent additional F.A.R. The applicant(s) shall not have any claim of kind in this respect and shall not raise any objection or demand. The existing common facilities shall be used by all without any objection from any applicant(s) .It is agreed that the saleable area of Individual Residential Unit shall remain unaltered.
41. The Company proposes to provide community facilities within the complex, as may be permissible by the competent authorities and as such reserves its discretion to allot spaces/ Residential Unit/s within the complex to such applicant(s), along with unfettered rights of ingress and outgress, who may offer to provide such facilities within the Complex. That such allotment shall be made in terms of the rights vested in the terms of the lease executed in its favor by the competent authorities. It is agreed that these facilities shall be open to customers even from outside the Complex
42. If at any time during the progress of the work any dispute/difference arise between the parties, hereto in relation to the project or in connection with the interpretation of any terms the same shall be resolved through cooperation and consultation.  
If the said disputes are not settled by cooperation and consultation the same shall be referred to a sole arbitrator who shall be a retired high court judge .The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation act 1995 or any statutory amendment/ modification thereof for the time being in-force the proceeding shall be held at Gautam Budh Nagar only.
43. That the High Court of Allahabad and courts subordinate to it at Gautam Budh Nagar and State Consumer Forum only at Lucknow, shall have the jurisdiction in all matters arising out or touching and /or concerning this booking.  
The applicant(s) has fully read and understood the above mentioned terms and conditions and agreed to abide by the same  
All the above said terms and conditions are as per prevailing rules/orders as on the date of launch of the project on or about 01.11.2013 Any subsequent order or rule shall not affect any of the content as agreed upon herein above.

Signature of First applicant

Signature of Co-applicant(s)

### DISCLOSURE

M/s Hebe Infrastructure Pvt. Ltd. (Mahagun Enterprise), a company under the Companies Act 1956 having its Corporate Office at Office No-44, 4th Floor, Tower-B, Corenthum, Sector-62, Noida, U.P. herein after referred to as "Company" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns, hereby making full and true disclosure in writing in compliance of Section 4 of the Uttar Pradesh Apartment Act (Promotion of Construction, Ownership & Maintenance) Act, 2010 in respect of its Group Housing Residential Complex "MAHAGUN MANTRA-2" Plot No:GH-01A, Sec-10, Greater Noida (West), U.P. hereinafter called the project.

- i. Under the scheme for development and marketing of Group Housing/ Flats/Plots (Scheme Code:-BRS-05/2010-11) by GNIDA (Lessor) executed lease of plot no. GH-01A, Sec-10, Greater Noida (West), U.P. admeasuring 24536.74 sq.mts. in favour of M/s Hebe Infrastructure Pvt. Ltd. (Mahagun Enterprise) a Company incorporated under the Companies Act 1956 (Lessee), which was registered in the office of the sub-Registrar, Gautam Budh Nagar vide book no.1, Volume no.11784, Page no.259-292, document no.19964 on 18th October, 2012
- ii. As of 31st March 2013, the plot GH-01A, Sec-10, Greater Noida,(West)) is free from any lien or encumbrances of any nature whatsoever. However, the Company reserves the right to mortgage or encumber the plot availing of construction finance or any other loan from any bank/financial institution for execution of the project.
- iii. (a) The Company Intends to sell a finished Residential Unit /dwelling Unit to Mr/Ms/Mrs .....  
S/o / W/o / D/o / Mr/ Ms/ Mrs ..... , R/o .....  
.....hereinafter called the "Intending Purchaser" for Residential Unit No.....Comprising of.....  
bedrooms.....toilets,..... utility room with toilet, having saleable area of.....sq.ft.,
- (b) The details of saleable area forming part of the Residential Unit :- The common areas as defined herein below shall be distributed on equal basis among all the applicant(s) on completion of the complex. This share of the common area when added to the built up area shall form the saleable area.
- (c) The details of common areas forming part of the Residential Unit and being inclusive of its basic price are:- Area pertaining to Electric sub- station, control panel room, installation area of transformers and DG sets, guard rooms, guard towers, entrance and exit of the complex, water supply, treatment plants, pump houses, sewerage system and STP, EPABX system, common toilets for guards and drivers etc , rain water harvesting system and club and all other recreational facilities etc.
- (d) "**Limited Common areas**" means all facilities to be used by all the Residential Unit owners of the block, such as all walls, the foundations, columns, column thickness, girders, beams, supports, main walls, roofs, halls, entrance lobbies, corridors, staircases, staircase shafts and mummies, lobbies,lifts, lift lobbies, shafts and machine rooms, all service shafts (excluding those service shafts as already included in the built up area, defined hereinabove), fire escapes and pro-rata impartible and undivided share in the land area underneath the block. These limited common areas pertaining to an individual block shall be divided among the Residential Unit owners of the block on an equal basis of the total built up area of that block.
- (e) **Independent areas and facilities:** the areas for Residential Unit/s, convenient stores, saloon, restaurants/ bar and kitchen. their approaches and spaces appurtenant to these in club complex, ownership of all parkings in the complex, all right in basements, stilts, ramps, along with the required approaches and spaces appurtenant thereto and any other built up area not accounted for, in the saleable area shall vest with the company . The company shall be free to dispose off the same on such terms and conditions as it may deem fit. The applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent are ls or in the operation and management including , but not limited to creation of further rights in favour of any other party by way of sale, transfer, sub-lease , collaboration , joint venture, operation and management or any other mode including transfer to government semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the company may deem fit in its sole discretion without any interference from any of the applicant(s) of the complex.
- iv. The nature of fixtures, fittings which have been proposed to be provided are as detailed in this booking booklet.

Signature of First applicant

Signature of Co-applicant(s)



- v. The details of the design /specification of works/standard of material proposed to be used in construction of the building, together with the details of all structural, architectural drawings, layout plans, no objection certificate from fire Department, external and internal services plan of electricity, sewage, drainage and water supply water supply system etc. would be made available with the association;
- vi. The Intending Purchaser in addition to total price shall be liable to pay all taxes /fees/levies/cess, which shall be charged and paid as follows:-
- (a) Sum equivalent to the proportionate share of taxes shall be paid by the Intending Purchaser to the Company. The Proportionate share shall be the ratio of the saleable area and limited common areas as charged to the said Residential Unit to the total saleable area and limited common areas of all the Residential Unit (s), other building(s), Residential Unit (s), club etc. in the said complex.
- (b) To pay all government rates, tax on land, municipal tax, properties taxes, wealth tax, fees or levies of all and any kind by whatever name called, whether recoverable in present or future by government, municipal authority or any other government authority on the said com-plex/building/Residential Unit for the land appurtenant to it as a case may be, as assessable or applicable from the date of application. The Intending Purchaser shall be liable to pay all the levies/fees on pro-rata basis as determined by the company and the determination of the share and demand shall be final and binding on the Intending Purchaser till the said Residential Unit is assessed separately. That any additional taxes, levies, rates, charges, cess, trade tax, compensation or fees etc. as assessed and attributable to the Company as a consequence of government, statutory or other local authority order, the Intending Purchaser will be liable to pay his/her their share of such additional levies.
- vii. Subject to other terms of this Application and the Allotment letter, including but not limited to clause 19 and timely payment of the Total Price and other Amount(s), charges and dues as mentioned in the Application/Allotment letter without any default, the Company shall endeavour to complete the construction of the Said Apartment on or before 31st December' 2018, subject to Force Majeure circumstances. The company may at any time on or before the date of completion as mentioned above may offer the possession to the applicant and the applicant shall be bound to take the possession of the Said Apartment by completing the requisite formalities without any failure. However, in case of its failure to handover the possession on or before 31st December' 2018, the Company would pay the applicant, penalty at the rate of Rs.6/- per sq. ft./month which represents the current rental value of a similar apartment/unit, as prevailing in the area, in which the project is being executed or in the area/s contiguous to the location of the said project, for the delay attributable to the inability of the Company in handing over the Said Apartment beyond the aforesaid date.

That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for completion or delay in possession will be confined upto the date of applying for the completion certificate only.

Similarly, the Applicant would also be liable to pay holding charges @` Rs.5/- (Rupees five only) per sq. ft. per month if the Applicant fails to take the possession within 45 days from the date of issuance of the offer of possession to the applicant. Both parties agrees and confirm to the rate of Rs.6/- per sq ft per month as a just and equitable estimate of the damages that the Applicant/Company may suffer and the Applicant agrees that it shall have no other rights/claims whatsoever, provided the Applicant is not in breach of any of the terms of this Application. The adjustment of such compensation shall be made only at the time of execution of sub lease deed.

- viii. If the construction is delayed due to force majeure circumstances including non-availability of building material, slowdown strike, dispute with construction agency, delay in certain clearances, completion certificate from statutory bodies or if non- delivery thereof is as a result of any notice, order, rules or notification of the government and or other public or competent authority or for any reason beyond the control of the Company and in any of the aforesaid events the Company shall entitled to a reasonable corresponding extension of time for delivery of the Residential Unit . The Company reserve its right to suspend the scheme for such period as it may consider essential and in that event the Intending Purchaser(s) shall not be entitled to claim compensation of any nature whatsoever for the period of delay /suspension of the scheme in consequence of the company abandoning the scheme, the Company's liabilities shall be limited to the refund of the amount paid by the Intending Purchaser alongwith simple interest @ 11% per annum for the periods the deposited amounts had remained with the company. No other damages or compensation whatsoever shall be payable.

Signature of First applicant

Signature of Co-applicant(s)

- ix. The timely payment for the Residential Unit is the essence of the contract. The Intending Purchaser shall be bound to pay for the total price and all other amounts, charges as applicable Delay /Non- payment of installments shall result in:-
- (a) The Company forfeiting the earnest money along with non-refundable amount in case of Non-fulfilment /breach of the terms and conditions of the application and the agreement. In the event of failure of Intending Purchaser to sign and execute with the Company the sub-lease deed by the date of completion of the project by the Company. Upon which the Intending Purchaser shall have no lien, right title interest or any claim for whatsoever nature in the said Residential Unit . The Company has first lien and charge on the Residential Unit for its dues payable by Intending Purchaser.
  - (b) If Intending Purchaser desires for cancellation of the allotment it may be agreed subject to forfeiting 10% of the total price, non refundable amounts and payments made to financing bodies for loans of the Residential Unit .
- x. The Intending Purchaser has signed this disclosure in acknowledgment after reading, under-standing and being provided with all information and clarification as sought. After reading and understanding this disclosure the Intending Purchaser has applied for the Residential Unit . The Intending Purchaser is fully aware of limitation(s),restriction(s) and obligation(s) of the Company in relation to and in connection with the development/construction of the Residential Unit and confirms that no further inquiry in this regard is required.

Witness :-

For Hebe Infrastructure Pvt. Ltd.(Mahagun Enterprise),

1. \_\_\_\_\_ Signature of the First applicant  
Intending Purchaser(s)

2. \_\_\_\_\_ Signature of the Co-applicant(s)

Executed at : Office No-44, 4th Floor, Tower-B, Corenthum, Sector-62, Noida, U.P.

\_\_\_\_\_  
Signature of First applicant

\_\_\_\_\_  
Signature of Co-applicant(s)

# Specifications



## STRUCTURE

Earthquake resistant, RCC Frame Structure

## LIVING/DINING ROOM

Floors	Vitrified Tiles
External Doors & Windows	UPVC glazing or equivalent
Fixture	2 Ton Split A.C. (1 No.)
Wall	Plastic Paint on POP punning
Ceiling	Plastic paint on POP punning with limited false ceiling
Internal Doors	Hard wood frame with painted flush door shutter

## MASTER BEDROOM

Floors	Laminated Wooden Flooring
External Doors & Windows	UPVC glazing or equivalent
Fixture	1.5 Ton Split A.C. (1 No.)
Wall	Plastic Paint on POP punning
Ceiling	Plastic paint on POP punning with limited false ceiling
Internal Doors	Hard wood frame with painted flush door shutter

## FAMILY ROOM

Floors	Vitrified Tiles
Wall	Plastic Paint on POP punning
Ceiling	Plastic paint on POP punning with limited false ceiling

## BEDROOMS

Floors	Vitrified Tiles
External Doors & Windows	UPVC glazing or equivalent
Fixture	1.5 Ton Split A.C. (1 No. each)
Wall	Plastic Paint on POP punning
Ceiling	Plastic paint on POP punning with limited false ceiling
Internal Doors	Hard wood frame with painted flush door shutter

## ST. ROOM

Floors	Ceramic Tiles
External Doors & Windows	Powder coated aluminium glazing or equivalent
Fixture	Fan
Wall	Oil bound distemper
Ceiling	White wash

Internal Doors	Hard wood frame with painted flush door shutter
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## TOILET

Floors	Ceramic Tiles
External Doors & Windows	Powder coated aluminium glazing or equivalent
Fixture & Fitting	Standard white chinaware, CP Fittings, Bathtub in master toilet
Wall	Ceramic Tiles upto 7'-00"
Ceiling	White Wash
Internal Doors	Hard wood frame with painted flush door shutter

## KITCHEN

Floors	Vitrified/Ceramic Tiles
External Doors & Windows	Powder coated aluminium glazing or equivalent
Fixture & Fitting	Modular Kitchen without chimney and hob, Granite Top with stainless steel sink, 2ft. Dado above working top.
Wall	Ceramic tiles up to 2'-0" above
Ceiling	White wash
Internal Doors	Open Kitchen

## BALCONIES

Floors	Ceramic Tiles
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## LIFT LOBBIES/CORRIDORS

Floors	Ceramic Tiles
Wall	Oil bound distemper
Ceiling	With limited false ceiling

## MAIN ENTRANCE LOBBY

Floors	Vitrified/Ceramic Tiles
Internal Doors	powder coated aluminium glazing

## INTERNAL STAIRCASE

Floors	Combination of one or more marble flooring
External Doors & Windows	Powder coated aluminium glazing or equivalent
Wall	Plastic Paint on POP punning
Ceiling	Powder coated M.S. railing

## EXTERIOR FINISH

Texture Paint

## SECURITY SYSTEM

Intercom Facility

**1 KVA POWER BACKUP FREE WITH EACH FLAT**

*Disclaimer: Colour & Design of tiles can be changed without prior notice. All products such as Marble/Granite/wall/tiles have inherent characteristics of slight variation in texture colour, grain variations, cracks and behavior. Specifications are indicative and are subject to change as decided by the Company/Architect or Competent Authority. Marginal variations may be necessary during construction. The extent/number/variety of the equipments/appliances and their make/model thereof are tentative and liable to change at sole discretion of the Company. Applicant/Allottee shall not have any right to raise objection in this regard.*

Signature of First applicant

Signature of Co-applicant(s)





**MAHAGUN**

A NAME THAT PERFORMS

**HEBE INFRASTRUCTURE PVT. LTD.**

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Call: 9999771122, SMS Mahagun to 56677

