

DRAFT CONTENT OF APPLICATION FORM FOR ITHUM HEIGHTS PHASE 2

UPRERA Reg No:
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Project Launch Date:

Date:.....

To,
M/s R and R Tech Mach Limited
CIN: U74899DL1984PLC019515
Reg Add: 13 & 14 PRAKASH APPARTMENTS
5 ANSARI ROAD,
DARYA GANJ, NEW DELHI 110002

Dear Sir/Ma'am,

I/ We hereby apply for allotment of a space/unit admeasuring in your proposed Project named "Ithum Heights Phase 2" to be developed at the plot of land bearing plot No. A-16, Sector – 62, Noida, Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as "**Said Project**") in accordance with the terms and conditions specified in **Annexure-A** to this form (attached herewith). I/ We declare that I/ we have read and understood the terms and conditions specified in Annexure A and agree to abide by them.

I/ We hereby pay/ remit a sum of Rs (Rupees only) vide bank draft/cheque number dated drawn on in favor of "**R AND R TECH MACH LIMITED-COLLECTION ACCOUNT FOR ITHUM HEIGHTS PHASE 2**" ("**Registration Amount**") as registration/application money towards registration for seeking allotment of a space/unit in the Said Project.

I/ We have clearly understood and agree that this application form will be processed by the Company only after encashment of the cheque(s) submitted by me/ us together with the application form complete in all respects, otherwise the application shall be liable for rejection.

In the event, the Company decides to provisionally allot the space/unit to me/ us, I/ we agree to execute an Agreement for Sale/ Lease in the Company's standard format within the stipulated period and to further pay the installments of the sale consideration and all other dues as stipulated in this application and/ or in the Agreement for Sale/ Lease and the payment plan as explained to me/ us by the Company's sales organizer/ executive and understood by me/us.

Details of Sole Applicant (Individual): To be added by Marketing Team at the time of Paper book formatting of Application Form

SOLE/FIRST APPLICANT

SECOND APPLICANT

Details of Second Applicant (Individual): To be added by Marketing Team at the time of Paper book formatting of Application Form

SOLE/FIRST APPLICANT

SECOND APPLICANT

(** Applicable in case of a Company, LLP or a Partnership Firm)

**M/s, a Company incorporated and registered under the provisions of Companies Act, 1956/2013, having its registered office at, acting through its director/authorized representative Mr/Ms. duly authorized vide board resolution of the Company dated (hereinafter referred to as the "Applicant", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, executors, assigns, liquidators, legal representatives)

(Note: Copy of board resolution and certified copy of Memorandum & Articles of Association required)

OR

** M/s, a partnership firm duly registered under the provisions of The (Indian) Partnership Act, 1932 through its partner / authorized signatory Mr./Ms. duly authorized by resolution dated (hereinafter referred to as the "Applicant", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representative, successors, executors, assigns)

OR

** M/s, an LLP duly registered under the provisions of The Limited Liability Partnership Act, 2008 through its designated partner/ authorized signatory Mr./Ms. duly authorized by resolution dated (hereinafter referred to as the "Applicant", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representative, successors, executors, assigns)

(Note: Copy of the partnership deed, LLP Deed, and copy of the resolution signed by all the partners are required)

Note:

- (i) All cheques/ drafts to be made in favor of "R AND R TECH MACH LIMITED-COLLECTION ACCOUNT FOR ITHUM HEIGHTS PHASE 2".
- (ii) Persons signing the application on behalf of another person/firm/ company shall file proper authorization/ power of attorney/ Board Resolution.

I/ We the above-named Applicant(s) do hereby declare that the particulars given by me/ us are true and correct and nothing has been concealed therefrom. Any allotment against my/our application shall be subject to the terms and conditions attached to this application form and marked as Annexure A and as may be comprehensively set out in the Agreement for Sale/ Lease, the terms whereof shall ipso-facto be applicable to me/us and to my/our legal heirs and successors. I/ We undertake to inform the Company of any change in my/ our address or in any other particular/ information, given above, till the space/unit is registered in my/our name(s), failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us. I/ We have read and signed all the pages of this application form and the "Payment Plan" after fully understanding the contents thereof.

.....

Name of the Applicant(s):

SOLE/FIRST APPLICANT

SECOND APPLICANT

Details of the space/unit space applied for in "Ithum Heights Phase 2"

Tentative shop/unit/office space no. floor Tower approximately admeasuring / sq. ft. in Super Area and / sq. ft. in Carpet Area (subject to availability and allotment)

Consideration:

| S No. | Particular | Rate per sq. ft. of Super Area (In INR) | Rate per sq. ft. of Carpet Area (In INR) |
|---------------|---|---|--|
| (i) | Basic Sale Price | | |
| Other Charges | | | |
| (ii) | Preferential Location Charges (PLC) | | |
| (iii) | IFMS (Interest Free Maintenance Security) | | |
| (iv) | Lease Rent | | |
| (v) | EEC/FFC | | |
| (vi) | Power Backup | | |
| (vii) | Stamp Duty, Registration Fees, and other incidental charges | | |
| (viii) | **other charges (Taxes) if any, | | |

Payment Plan Opted*:

PLAN 1 PLAN 2
 PLAN 3 PLAN 4

*Tick mark whatever is applicable.

**Other charges: Goods and services tax and other statutory charges as may be applicable, as and when decided & demanded by the Company or any competent authority from time to time.

Note: Possession-related charges (such as HVAC charges, One Year advance Maintenance Charges), as and if applicable, shall be levied extra from the Applicant(s) at the time of possession and the same shall be over and above from the charges already stated above.

(1 Square Meter = 10.764 Square feet)

SOLE/FIRST APPLICANT

SECOND APPLICANT

DECLARATION

I/We, the undersigned, do hereby declare that the above-mentioned particulars/information given by me/ us are true and correct to my/our knowledge and no material facts have been concealed there from.

I/ We have signed this application form in acceptance of the terms and conditions stipulated hereunder and agree to abide by the same. I/ We am/ are aware that signing the application form and payment of the Registration amount does not amount to allotment of the space/unit in the Said Project. The Company in its sole discretion may accept the application and allot the space or reject the application. The money paid along with the present application shall only be treated as Registration Amount and in no case shall be treated as Booking Amount/Earnest Amount (Booking Amount/Earnest Amount shall be 10% of BSP of the space/Unit). I/ We agree and undertake to pay the basic sale price and other charges as per payment plan opted by me/ us. I/ We further agree and undertake to sign the Agreement for Sale/ Lease and other document(s) as and when so required by the Company in its prescribed format. I/ We am/ are aware that, in case I/ we do not sign the same within the stipulated period as may be laid down by the Company, I/ we shall be left with no claim in the proposed allotment in any manner whatsoever. I/ We declare that in case of non-allotment of the space in the Said Project, my/ our claims shall be limited only to refund of the amount to the extent of the said Registration Amount without any interest, compensation or damages. I/ We further declare and confirm that I/ we shall have no claim against the Company for non-allotment and/ or withdrawal of the allotment for any reason whatsoever.

Name of the Applicant(s)

Place:

SOLE/FIRST APPLICANT

SECOND APPLICANT

FOR OFFICE USE ONLY

Details of the Office Acceptance page(s) are to be added by Marketing Team,

SOLE/FIRST APPLICANT

SECOND APPLICANT

ANNEXURE A

TERMS AND CONDITIONS OF APPLICATION FORM FOR REGISTRATION AND ALLOTMENT OF SPACE/UNIT IN PROJECT KNOWN AS “**ITHUM HEIGHTS PHASE 2**” BEING DEVELOPED AT PLOT A-16, SECTOR – 62, NOIDA, GAUTAM BUDH NAGAR, UTTAR PRADESH.

The terms and conditions given below are of indicative nature with a view to acquaint the applicant(s) (hereinafter referred to as “**Applicant**”) with the terms and conditions as may be comprehensively set out in the allotment letter and Agreement for sale/ Lease, which upon execution shall supersede the terms and conditions as set out in the application and whereof have been understood by the Applicant(s). The present Terms and Conditions shall be valid and bind the Applicant(s) for all intents and purposes till superseded by the Agreement for Sale/ Lease.

1. The Applicant has clearly understood that the Company is developing a new phase of a bigger Project named “I-thum Heights” under the name and style of “**ITHUM HEIGHTS PHASE 2**” on a plot bearing Plot No. A-16, Sector – 62 Noida, Gautam Budh Nagar, Uttar Pradesh totally admeasuring about 8000 square meters allotted by New Okhla Industrial Development Authority (NOIDA). The said Tower A1 of the Project is duly registered under the name and style of “**ITHUM HEIGHTS PHASE 2**” with RERA registration number
2. The applicant has been shown the copies of the title documents and the applicant has read and understood the same.
3. The applicant has clearly understood that the said plot has been allotted for setting up a Institutional project and the allotment of unit therein, if made will be purely provisional and shall be confirmed only once the Agreement for Sale/ Lease is executed. All charges shall be paid and borne by the Applicant as per the payment plan opted.
4. The Applicant shall have no objection with regard to the Promoter obtaining the additional FAR and subsequently developing, constructing, and selling the same to prospective buyers. The Applicant shall have no right/ claim on the said additional FAR.
5. “Carpet Area” shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area. but in case the claim is found to be valid then the cost shall not be chargeable.
6. The term ‘Super Area’ shall comprise the covered area, inclusive of the area under periphery walls, area under columns and walls within the space/ unit, areas under staircase, balconies, circulation areas, walls, lifts, shafts (all types), passages, corridors, lobbies, refuge areas plus proportionate share of the area utilized for common use and facilities such as installation and placement of DG sets, water tanks etc. and the like.

7. The Applicant(s) has/have seen all the relevant documents pertaining to the Project and the specifications of the unit/ space and after being satisfied in all respects is willing to purchase the space/unit in the Said Project.

The Applicant(s) further agrees that the Company may make such variations, additions, alterations etc. therein as it may in its sole discretion consider fit and proper for and in the space/unit or as may be required by NOIDA and/ or any other competent authority, Government agencies or the Architect of the Company.

The Applicant(s) agrees that he/ she/ it/ they shall not raise any claim, monetary or otherwise in case of any such change (specified in the above para). It is clarified that the initial rate of booking of the space/unit will be applicable on the changed area in case of refund or demand.

8. The Applicant(s) agree that ten percent (10%) of basic price of the space/unit shall constitute the booking amount/earnest money.
9. Timely payment of installments of basic price and allied charges pertaining to the space/unit is the essence of the terms of the booking/ allotment. However, in the event of breach of any of the terms and conditions of the allotment by the Applicant(s), the allotment will be cancelled at the discretion of the Company and the booking amount/earnest money paid by the Applicant along with brokerage amount pertaining to the Unit shall stand forfeited. Further, any interest on the installments due (but unpaid) and the interest on delayed payments shall be adjusted from the amounts received by the Company from the Applicant(s).
10. All payment by the Applicant(s) shall be made to the Company through demand drafts/ cheques drawn upon scheduled banks in favour of **"R AND R TECH MACH LIMITED-COLLECTION ACCOUNT FOR ITHUM HEIGHTS PHASE 2"**.
11. That the images, audio-visuals, show space/unit in the marketing documents/ presentations/prospectus/ website or anywhere else by the Promoter may show additional features, external views, internal views, elevations, façade, colour schemes, additional fixtures, loose furniture etc. to provide the Applicant(s) the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Applicant(s).
12. The Applicant(s) shall ensure that the Unit is used only for the purpose of defined activities/in compliance of Policy as defined by the competent authority, and subject to compliance of all applicable rules, regulations and shall hold valid licenses, if applicable. Further, the Applicant(s) shall be solely responsible for all its employees and vendors and shall maintain the unit and its surroundings in clean condition without causing any hindrance to any common area.
13. The Applicant may at his/her/their discretion and cost may avail loan from Bank/financial institution. The Promoter shall under no circumstances be held responsible for non- sanctioning of loan to the Applicant for any reason whatsoever. The payment of instalments/any other dues to company shall not be linked to the loan availed/ to be availed by the Applicant.
14. Assignment/ transfer of the said unit, in case of allotment thereof, by the Applicant(s) shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the Company from time to time. Provided that such transferee conforms to the dedicated usage of the space and the terms of allotment of the space/unit.

15. All the statutory charges, levies and applicable charges/ transfer charges as may be demanded or imposed by the authorities/ concerned agencies shall be payable proportionately by the Applicant(s) from the date of booking as per demand raised by the Company and/ or concerned authority/ agency.
16. Applicants(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act and/ or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/ RBI the amount paid towards booking and further consideration will be returned by the company as per rules without interest and the allotment of the space shall stand cancelled forthwith. The applicants(s) agree that the Company shall not be liable in any manner whatsoever on such amount.
17. The Company shall have the first lien and charge on the said space/unit for all its dues and other sums/ payment by the Applicant(s) to the Company in respect of the space/unit.
18. The applicant(s) undertakes to abide by and comply with all the laws, rules and regulations applicable to the Said Project.
19. That, in case of cancellation of interest by the Applicant(s) prior to signing of the Agreement for sale or at any time thereafter for any reason whatsoever, the Company shall be entitled to forfeit the booking amount/earnest money or Rs. 50,000/-, (Rupees Fifty Thousand only) whichever is higher, as well as deduct the brokerage amount payable to the broker/ sales organizer out of the amount received from the Applicant(s). The Applicant(s) hereby agrees and confirms that the Company shall refund the balance amount in accordance with other terms and conditions mentioned herein.
20. The Applicant(s) hereby understands that developer has the unequivocal right to unanimously reject this Application for Allotment of space/unit on its sole discretion without assigning any reason whatsoever and if such rejection happens within 60 days from the receipt of application then the application money paid by the Applicant shall be returned by the developer within 45 days of Notice of such cancellation without any interest or penalty.
21. The Applicant(s) understands and undertakes that they will be under obligation to sign/execute the Agreement for Sale / Lease within 30 days from the date of intimation by the Company. If the Applicant(s) fail to do so, then the Promoter shall be under its right to cancel the Booking/Allotment of Space/Unit of the Applicant(s) and refund the amount after deducting/forfeiting the booking amount/earnest money or Rs. 50,000/-, (Rupees Fifty Thousand only) whichever is higher, and after deducting the brokerage amount payable to the broker/sales organizer.
22. The Applicant(s) agrees that in case due to any legislation, order, rule or regulation made or issued by the NOIDA/ Government or any other authority or if the competent authority refuses, delays, denies the grant of necessary approvals for the allotment of the space/unit in the Said Project or if any matters/ issues relating to such approvals, permissions, notices, notification by the competent authority becomes subject matter of any suit/ writ before any court of law or due to force majeure conditions, the Company after provisional and/ or final allotment, is unable to deliver the space to the Applicant(s), the Company shall refund the amount paid by the Applicant(s) without any interest or compensation whatsoever.

23. The Applicant(s) shall, before taking possession of the said space/unit, clear all the dues/ payment in respect of the said space/unit executed in his/ her/ their favour after payment of requisite transfer charges, stamp duty, registration fee and other charges/ expenses to NOIDA.
24. The Applicant(s) shall get his complete address registered with the Company at the time of booking and it shall be his/ their responsibility to inform the Company, by a letter sent through speed post, about all subsequent changes in the address, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur. In all communications the reference of the allotted space/unit must be mentioned clearly.
25. In case there are joint Applicant(s), all communication shall be sent by the Company to the Applicant whose name appears first, at the address given for mailing and which shall for all purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named Applicant(s).
26. Courts in District Gautam Budh Nagar alone shall have jurisdiction in case of any dispute.
27. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

M/s _____

Signature of Applicant(s)

(Authorized Signatory)

Place:

Date: