

Occupation: Salaried/Self-Employed/Business _____
If salaried, Current Employer _____, Designation: _____
Office Address: _____ Tel. No. _____

IN CASE OF CORPORATE ENTITY

M/s _____,
Nature: Company / Proprietorship / Partnership firm/Any Other
Registered Address _____
Corporate/Other Address _____
Income Tax Permanent Account (PAN) No. _____
Date of Incorporation _____ CIN No. _____
Tel. No. _____ email _____
Represented by Mr./Ms. _____ its Authorized Signatory/Proprietor/Partner
Mobile No. _____ Email _____ PAN No. _____
Board Resolution/Authority Letter dated _____

3. DETAILS OF THE PREMISES APPLIED FOR

Category: _____ (Type I/ II/ III) Floor _____
Block/ Tower: _____, Unit Number _____
Carpet Area : _____ Sq. Mt.(approx.) / (_____ Sq.Ft.)

4. PAYMENT PLAN OPTED

Construction Linked Plan Flexi Plan Any Other: _____

5. CAR PARKING REQUIRED

One Free Parking- _____ / One Additional Parking- (Covered)

6. PAYMENT OF APPLICATION MONEY/BOOKING MONEY

The following are the details of the payment of the Application Amount:

Demand Draft /Cheque No. /RTGS _____,
Drawn on _____ Bank; Dated _____
Amount (In figures) Rs. _____ (In words) _____
Balance* (if any) Rs. _____

* If Booking Amount 10% BSP is not fully paid, this application will not be considered for provisional allotment of Unit.

7. CONSIDERATION

- | | |
|-------------------------------|-----------|
| 1) Net Discounted Sale Price | Rs. _____ |
| 2) One Car Parking [_____] | Rs. _____ |
| 3) Power Backup 01(One) KW | Rs. _____ |
| 4) Community Facility Charges | Rs. _____ |
| 5) Fire Fighting Charges | Rs. _____ |

Total Consideration/Sale Price Rs. _____

- | | |
|---|-----------|
| I. Additional Car Parking (if any) | Rs. _____ |
| II. Additional Power Backup load (If any) | Rs. _____ |

8. UNDERTAKING BY APPLICANT

Upon acceptance of my/our application, I/we hereby agree to sign and execute the Allotment Letter/ Agreement to Sell within the timeline as required by the Company and I/we agree to abide by the General Terms & Conditions of the sale as enclosed and as may be stipulated by the Company in Allotment Letter/ Agreement to Sell, and undertake to pay the price of residential unit as per the Payment Plan agreed with the Company.

Date _____

Yours Faithfully

Place _____

Signature (s) of Applicant (s)

Note:

1. All Taxes/Cesses/Fees as applicable shall be charged extra.

2. Please enclose the following documents with this application for KYC compliance:-
 - a) Photo Copy of PAN card or Form 60; b) AAdhaar Card; c) Residence Proof;
 - d) Signature Verification by Bank; e) Resolution/Authority Letter, if applicable;
 - f) Two (2) recent Passport Size Photographs of each Applicant.

FOR OFFICE USE ONLY

Mode of booking: Direct / Agent _____

Date of booking: _____

Dealing Executive: _____

Checked / Verified by: _____

Directions for filling Application Form:

1. All blanks to be filled in completely. If any blank is not applicable to the applicant(s), please put a cross "(x)" or write "N/A".
2. Application Form which is found incomplete or not accompanied with the KYC documents, shall not be considered for allotment of the unit.

GENERAL TERMS & CONDITIONS

A. DEFINITION & INTERPRETATION

- a. "Promoter/Company" shall mean Stellar Spring Projects Pvt. Ltd. having office at C-56/9, Sector-62, Noida.
- b. "Entire Land" means land measuring 64,803 sqmt. situated at plot No. 9, Sector-1, Greater Noida.
- c. "Land reserved for project" means land measuring 21,486.70 sqmt. which is part of and lie within the Entire Land over which the Project is being developed.
- d. "Entire Complex" means all buildings, facilities and common areas existing or being constructed or to be constructed in future in phases, over the Entire Land.
- e. "Project" means the buildings, facilities and common areas existing or being constructed on 'Land reserved for the project', being designated as "Stellar One-Phase-I".
- f. "Development Authority" means Greater Noida Industrial Development Authority.
- g. 'Application' shall mean this application form submitted by one or more individuals or company or firm.
- h. Reference to male gender shall include female gender and reference to singular shall include plural, unless the context requires otherwise.

B. BOOKING & ALLOTMENT

1. The Applicant has to submit his/her application completely filled in all details, including the location, size & type of unit applied and *accompanied with all documentation* as prescribed. The applicant has to pay full application money/booking amount as per Payment Plan opted by him. Payments to be made by an account payee cheque or demand draft favoring "_____ " payable at _____. *Incomplete applications or an application without payment of full application money/booking amount shall not be considered for allotment of desired Unit.*
2. The provisional / final allotment is entirely at the sole discretion of the Company and the Company has the right to accept or reject the application without assigning any reason thereof. Submitting of this Application does not give any right to the Applicant/s to the allotment of Unit.

3. In case the application is made by Corporate Body, Firm, etc., or through an Attorney, the same should be accompanied with the certified copy of the Memorandum and Articles of Association/Partnership Deed/Trust Deed accompanied with Resolution/Authority Letter or Registered Power of Attorney, as the case may be.
4. It is only after the Applicant signs, confirms and executes the Allotment Letter/ Agreement to Sell within the timeline as desired by the Company, agreeing to abide by the terms and conditions laid down therein, that the allotment shall become final and binding upon the Company. If however, Applicant fails to execute and return executed copies of the Allotment Letter/Agreement to Sell within 30 (Thirty) days from the date it is dispatched/ handed over by the Company, then this application may be treated as cancelled at the sole discretion of the Company and the Booking Amount/Earnest Money (ie. 10% of the m) paid by the Applicant shall stand forfeited.

C. PAYMENTS

5. Timely payment of installment as indicated in 'Payment Plan' herein enclosed, is the essence of the Application/booking and subsequent allotment. If any installment is not paid as per the Payment Plan, the Company will charge interest @ 11% p.a. on the delayed payment for the period of delay. However, if any installment or consideration (even partly) remains in arrears for more than 30 days as per the Payment Plan/demand letter sent by the Company, the booking/allotment may be cancelled upon advance notice of 15 days sent to the Applicant and this application shall stand rejected without any further intimation to the Applicant and the Applicant will have no right on the Unit applied/allotted. In case of any default or breach by Applicant/Allottee, the amount deposited up to 10% of the Sale Price of the Unit, which constitutes the Earnest Money, together with any interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers, in case of booking done through a broker, shall stand forfeited and the balance amount, if any, will be refunded to the Applicant without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion and understanding, restore the allotment/booking upon charging delay interest @11% for period of delay and also penalty upto 5% of the cost of Unit or as otherwise mutually agreed and restore the Unit in the name of Applicant, if it has not been allotted to anyone else, otherwise, an alternate Unit, if available, may be offered in lieu of the same.
6. The Sale Price of the Unit is fixed, save and except increases, which the Applicant agrees to pay, due to any sudden increase in the cost of construction material, including due to market conditions or an increase in Govt. charges, Government rates, taxes, cesses etc., increase in costs on account of delay due to force majeure conditions, or any fresh imposition of charges, taxes and/ or

any other charges which may be levied or imposed or recoverable by the Government/ statutory body/ municipal authorities/ development authority, in future, retrospectively or otherwise in respect of Project or Land reserved for project/Entire Land. The Sale Price/total consideration/cost of the Unit as herein is only a reasonable estimate based on the cost of construction on the date of booking.

7. Sale Price of the Unit does not include charges for, (a) individual electricity or water meter & connection charges, (b) piped cooking gas meter and connection charges, (c) security deposit for obtaining services/connection, (d) common area maintenance, (e) additional car parking, (f) electricity load charges, (g) one time lease rent, (h) power back-up charges (addl.), (i) sewerage connection charges, (j) any other item/facilities provided additionally in the Unit or the project as a whole, charges which are not otherwise expressly provided herein or any increase in charges, which shall be payable by the Applicant(s) in addition to the sale price of the Unit as and when demanded by the Company.
8. In case the Applicant, at any time, desires for cancellation of the booking/allotment, it may be agreed to by Company, though in such a case, 10% of the Sale Price of the unit, constituting the Earnest Money, together with any interest on installments, interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers in case of booking done through a broker, shall be forfeited and the balance, if any, refunded to the Applicant without any interest.
9. In case the Applicant wants to avail of a loan facility from his employer or any financial institutions/banks to facilitate the purchase of the Unit applied for, same shall be subject to the terms & conditions laid down by the financing agency, which shall exclusively be binding and applicable upon the Applicant only. The responsibility of getting the loan sanctioned and disbursed as per the agreed Payment Plan will rest exclusively on the Applicant. In the event of the loan not being sanctioned or the disbursement getting delayed for any reason, the payment to the Company, as per Payment Plan, shall be ensured by the Applicant, failing which, the Applicant shall be governed by the provision contained in Clause-5 as above. Company shall not be responsible for arranging loan for the Applicant.
10. The applicant/allottee at the time of booking has inspected the sanctioned plans, layout plans along with specifications, approved by the Development Authority, the same having been displayed at the site of the Project.
11. The applicant/allottee agrees and hereby permits the promoter to make additions and/or alteration in the sanctioned plans, layout plans and specifications approved by the concerned authority, within compoundable limits of the Development Authority, provided the carpet area of flat allotted to allottee and the proportionate share of common areas appurtenant thereto

shall remain unaffected. Further the applicant/allottee(s) agree(s) and permit(s) that in case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company shall be entitled to use alternative/substitute materials.

D. CONSTRUCTION / COMPLETION OF UNITS

12. The completion of construction of the Unit/project will be done as per the completion date provided in the Allotment letter/Agreement to Sell. The construction of the Unit/project is subject to force-majeure conditions, which includes without limitation, war flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, and any other reason beyond the control of the Company such as any notice, order, rule, notification or any other action/inaction of the Government/Court of Law/Public/Competent Authority, non-availability of any building material due to market conditions, any act or omission of any third party or public, which has adverse effect on the development/progress of the Project, delay in approval or permission by any statutory or local authority.
13. The Company shall immediately after completion of construction of the Unit/complex apply for necessary permissions/approvals with the relevant local authorities as may be prescribed. Further, the Company shall not be liable for payment of any interest or compensation to the applicant/allottee for the period as the permissions/approvals from the relevant local authorities are being obtained / received.
14. The construction of the entire complex shall be done in different/successive phases. Hence at any instant time, handover of possession in one phase may take place while, construction in another phase may be underway, in which case the applicant/allottee if in the former phase shall not object to the Company continuing construction elsewhere in the Entire Land. However, the Company shall demarcate, secure and seclude the under construction phase from the constructed phase, as far as may be practically possible.
15. In case the Company subsequently acquires/comes into possession of any land or area in close vicinity of the complex, Company shall have right to construct further block(s)/phase(s) in the newly acquired area/land and to connect to the common facilities and services of the existing phase/complex, without any objection, claim or compensation to the Applicant/ Allottee. Furthermore, all subsequent phases shall be combined together and form part of the Entire Complex situated over Entire Land being Plot No. 9, admeasuring 64,803 sq.mt. and the common facilities, services and internal roads shall be mutually shared among all occupants of various phases/projects.
16. The Company shall complete the construction and handover possession of Unit to Applicant/Allottee fully finished as per agreed specifications. The Company

will make best efforts to provide quality construction as per generally acceptable standards in the industry. Any quality related issues of applicant/allottees will be referred to independent agency or certified architect appointed by company for the purpose of its resolution.

17. In case a particular unit is omitted due to change in the Plan or the Company is unable to hand over the same to the Applicant for any reason, other than due to default of Company, the Company will offer alternate Unit of the same type and in the event of non-acceptability by the Applicant or non-availability of alternate Unit, the Company shall be responsible to refund only the amount received from the Applicant and will not be liable to pay any damages/compensation to the Applicant, whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund extra charges paid by the Applicant for such preferential location, without any interest or damages or compensation and same shall be adjusted in last installment as per payment plan.

E. MAINTENANCE

18. Maintenance of common areas and facilities shall be organized by the Company, by itself or through a separate maintenance agency, until the formal handover of common areas and facilities to the duly constituted Residents Welfare Association formed by flat owners under UP Apartment Act, for the complex by/with the approval of the Company. The Applicant/allottee shall deposit one year advance maintenance charges at the time of offer of possession along with last and final installment and other charges as applicable.
19. The Applicant shall allow the complex maintenance team to have full access to and through his Unit and terrace area for the periodic inspection, maintenance and repair of any common services therein with prior intimation unless except in urgency/emergency when it is not practical to give prior intimation.
20. The Applicant(s)/Allottee of ground floor Units do not have any exclusive right to use the lawn area and do not have any ownership right thereon. Similarly, the Applicant/Allottee of top floor unit does not have any right to use the roof and shall not have any ownership right thereon.
21. The maintenance of the Unit, including all walls and partitions, sewers, drains, pipes, floor, reserved lawn and terrace, if any, and balconies shall be the exclusive responsibility of the Applicant/Allottee from the date of possession.
22. Applicant/Allottee may undertake minor internal alterations in the unit subject to prior permission from the Company. The Applicant shall not affect any of the following changes/alterations:
 - a. Change which may cause damage to the structure (columns, beams, slabs etc.) or any part of adjacent units. In case damage is caused to an

adjacent unit or common area, the Applicant will get the same repaired or make good the loss to the satisfaction of the Company.

- b. Change that may affect the facade of the unit (e.g. changes in Windows, tampering with external treatment, changing of wardrobe position, changing the paint color of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
- c. Making encroachments on the common spaces in the complex.
- d. Any change/alteration that violates the rules or bye-laws of the Local Authorities.
- e. Any change/ alteration in the fitting & fixtures in the Unit. Change in fittings & fixtures will lead to termination of warranties included therein.

F. TERMS OF GREATER NOIDA

- 23. The Project is being executed by M/s. Stellar Spring Projects Pvt. Ltd. on leasehold land admeasuring 21,486.70 sq.mt. allotted being part of larger plot of size 64,803 sq. mt. and leased by Greater Noida Industrial Development Authority to M/s. Stellar Spring Projects Pvt. Ltd. vide Lease Deed dated 12.08.2014. All terms and conditions of the Lease Deed executed between the Company and Development Authority will be mutatis mutandis applicable to the Applicant/Allottee.
- 24. That on execution of the sub-lease deed in favour of the Applicant/Allottee by the Company and Development Authority for transfer of the leasehold title of the unit, the Applicant/Allottee shall be bound by the terms and conditions of Development Authority, including payment of all such charges, taxes, duties etc. as prescribed by the Development Authority in respect of the Unit/Complex.
- 25. That all taxes, fees, cess or charges, present or future, on land or building, levied by any authority/government, including any increase in lease rent, annual lease rent, freehold charges, any new charges or increase in existing charges or fee, on land or building payable to Development Authority or any other authority, in future or retrospectively, shall be borne and paid by the Applicant/Allottee in proportion of its area of Unit.
- 26. That the Company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and landscaping. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the internal services, are to be provided by Development Authority, and this

shall be clearly understood by the Applicant(s)/Allottee(s). If any charges are imposed by Development Authority for the provision as above, same shall be borne and paid by the Applicant in proportion of area of his Unit. In case the Development Authority or local body does not provide the services outside the periphery of project, the promoter may make temporary arrangement in the interest of allottees.

G. POSSESSION

27. The physical possession of the Unit and registration of conveyance/sub-lease deed in favour of Applicant/Allottee shall be done only after receipt of entire sale consideration, other charges as applicable and delay charges, if any.
28. The Applicant shall have no ownership rights in the remaining part of the complex, such as, community facilities, park, common areas etc. except the right of ingress and egress and usage as may be prescribed. The right of usage of complex facilities is subject to observance by Applicant/allottee of covenants herein and up to date payment of all dues and the Applicant abiding by all the terms and conditions for uses of common areas as may be stipulated by Company or the maintenance agency, as may be informed by the Company.
29. The possession period agreed upon is only indicative and the Company may offer possession before the due date. After completion of construction, the Company may in writing offer possession of Unit. The Applicant/Allottee shall take possession of the unit within time prescribed in the written offer of possession from the Company failing which the Unit shall lie at the risk and cost of the Applicant. Applicant shall be liable for payment of final payment/last installment and other charges as per his Payment Plan within 15days or within such time as may be prescribed in final Demand Letter as per Payment Plan.

If the Applicant/Allottee fail to take possession after the expiry of timelines so prescribed, he shall be liable to pay Holding Charges, maintenance charges and any other fixed charges, at the rates to be intimated by the Company, to the applicant/Allottee.
30. The conveyance deed of the Unit shall be executed by the Company and Development Authority as and when permissible subject to payment of entire payment and dues in respect of the allotment are cleared by the Applicant.
31. All charges, expenses, stamp duty, Registration fees etc. towards Agreement to sell/conveyance deed, including expenses for documentation and advocate fee will be borne by the Applicant. If the Company incurs any expenditure toward the registration of the unit, the same will be reimbursed by the Applicant to the Company. In case the stamp duty or other charges payable by the Applicant to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the Company, such discount availed by the Applicant shall be reimbursed to the Company prior to registration.

H. MISCELLANEOUS

32. If the Applicant fails to comply with any of his obligations as herein contained, he will not be considered for allotment of Unit and/or if the allotment already done, then such allotment may be revoked/terminated at the discretion of the Company. In such a circumstance the Applicant shall be governed by the provisions of forfeiture as per Clause-5 herein.
33. The basis of calculating proportionate charges payable by any Applicant will be the proportion of the area of Unit of allottee to area of all units affected by the charge.
34. The promoter may transfer or assign his rights and liabilities in respect of a real estate project to a third party with the prior written approval of the Development Authority. That such transfer or assignment shall neither affect the rights of allottee in the unit/flat nor result in extension of time to the intending promoter to complete the project and he shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided herein or as per law.
35. The address given in the Application Form shall be taken as final unless any subsequent change has been intimated under Regd. A/D letter or courier or email same being confirmed by the Company. All demand notices, letters, communication etc. posted at the given address shall be deemed to have been received by the Applicant if sent through recognized registered post.
36. The Applicant/Allottee shall not use or allow to be used the unit for any non-residential/commercial purpose or any activity that may be unlawful or cause nuisance to the other Applicant(s)/Allottees in the complex.
37. In case of NRI/Person of Indian Origin resident abroad, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Applicant.
38. The Applicant has fully satisfied himself/herself about the authority and/ or interest of the Company in the said land/Entire Land and Land reserved for project on which the unit is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the Applicant in this respect.
39. The Applicant agrees and undertakes that he shall, on taking possession of the unit or before, shall not object to the Company constructing or continuing to construct other buildings adjoining the project or phase. The Applicant agrees that in case further construction in the complex or the adjacent project/phase is

permitted under law, the Company shall have sole right to undertake and dispose of such construction, without any objection from the Applicant.

40. All charges payable to various departments for obtaining service connections to the Unit like electricity, telephone, water, LPG/PNG etc. including security deposits for sanction and release of such connections will be payable by the Applicant.
41. The Applicant/Allottee shall not be permitted to transfer/assign his rights under the booking/allotment until two years from the date of allotment/agreement to sell.
42. In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with anyone of the joint Applicant(s) sufficient for it record.
43. In case of any dispute between the Applicant and co-Applicant(s), the decision of the competent court of law shall be honored by the Company
44. The General Terms and Conditions as herein are not exhaustive. The Company reserves the right to include any new condition, in the Allotment letter /Agreement as may be mutually agreed.
45. The Courts of Law at Gautam Budh Nagar alone shall have jurisdiction for adjudication of all matters arising out of or in connection with this Application.

Signature: Applicant _____

Co-Applicant: _____

Date: _____

PAYMENT PLAN

Signature: Applicant_____

Co-applicant:_____

Date: _____