

# APPLICATION FORM

To,
AURIKA DEVELOPERS LLP
(LLPIN ACE-8512),
Unit No - OF- 1102,
Plot C-3, E-1, Gulshan One29
Sec-129, Chaprauli Bengar,
Gautam Buddha Nagar, Noida, U.P.- 201304

### Dear Sir/Madam,

I/We the undersigned hereby apply for provisional allotment of a unit ("Unit") in your project "Veda" being developed on land measuring approx. 3182.42 sqm (0.78 acres) situates at Gata No. 228, 229 and 230, Kudha Keshavpur, 14-Kosi Parikrama Marg, Darshan Nagar, Ayodhya ("Project"), by Aurika Developers LLP ("Promoter"), registered with UPRERA vide Registration No. [•] dated [•].

I/We agree to sign and execute, as and when required, the "AGREEMENT FOR SALE" containing the terms and conditions of Allotment of the Unit and other related documents as prescribed, on the format provided by the Promoter.

I/We also agree to abide by the General Terms and Conditions of allotment of a Unit in "Veda" as given herein below, which I/We have read and completely understood.

I/We remit a sum of Rs	(Rupees
by Bank Draft/Cheque/NEFT/RTGS/	MPS/Funds Transfer No.
dated	drawn on Bank payable at

(All drafts and cheques to be made in favor of (Aurika Developers LLP Collection Account for Veda) as part of booking amount for the allotment of the Unit.

I/We understand that the expression "Allotment" wherever used in the general terms and Unit conditions in this Application, shall always mean provisional allotment of the Unit and the allotment shall remain provisional till such time as the "Agreement for Sale" is unconditionally executed by me/us and returned to the Promoter.

I/We also understand and agree that this application, submitted by me/us for allotment of the Unit shall not mean that I/we am/are entitled for allotment of the same in the said Project. The allotment of Unit is solely at the discretion of the "Promoter" and the "Promoter" has the right to reject any application for allotment without assigning any reason. In the event the Promoter decides to reject the application for allotment of Unit, the "Promoter" shall not be obliged to give any reason for such rejection and any such decision of the "Promoter" rejecting the application for allotment of Unit shall be final and binding on me/us, the Intending Allottee(s).

I/We also understand and agree that in case the Promoter is not in a position to allot the Unit applied for, the Promoter shall be responsible only to refund the amount deposited by the Intending Allottee(s) without any interest. However, the Promoter shall not be liable for any other damages/compensation on this account.

I/We unequivocally agree to affirm and undertake to abide by the terms and conditions of the Application as mentioned herein and further declare that the particulars/information given by me/us in this Application are true and correct and nothing has been concealed therefrom.

### Note:

- 1. In case the cheque comprising of the booking amount/part booking amount is dishonoured due to any reason, the Promoter reserves the right to reject the Application, without giving any notice to the Intending Allottee(s).
- 2. All amounts received from the Intending Allottee(s) other than resident Indian shall be from NRE/NRO/Foreign currency account only.
- 3. Application Form must be completed in full in English language.

### DETAILS OF THE UNIT APPLIED FOR ALLOTMENT

Unit No	
Floor	
Carpet Area* of the Unit	Sq.FtSqm (approx.) (1sqm=10.764 Sq.Ft.
Exclusive Area** of the Unit	Sq.FtSqm (approx.) (1sqm=10.764 Sq.Ft.
Total Area*** of the Unit	Sq.FtSqm (approx.) (1sqm=10.764 Sq.Ft.

Specifications of the Unit: As per Annexure-B Common Areas: As per Annexure-C

\*"Carpet Area" shall mean net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Unit for exclusive use of the Applicant(s), but includes the area covered by the internal partition walls of the Unit.

\*\*"Exclusive Areas" means exclusive balcony appurtenant to the said Unit for exclusive use of the Applicant(s) or verandah area appurtenant to the said Unit for exclusive use of the Applicant(s) and other areas appurtenant to the said Unit for exclusive use of the Allottee.

#"Super Area" shall mean the Carpet Area and Exclusive Areas collectively alongwith proportionate undivided, indivisible and impartible rights in the land underneath the building in which the Unit is situated and common areas in the building wherein the Unit is situated.

### **TOTAL CONSIDERATION VALUE:**

Total Unit Sales Price (INR)	Applicable Taxes (INR)		
*IFMS @ INR per Sq.Ft. of Super Area shall be payable at the time of possession.			

\*Infrastructure Replacement Fund @ INR \_\_\_\_\_ per Sq.Ft. of Super Area shall be payable at the time of possession.

In addition to the Total Consideration Value, the Applicant(s) agrees and undertakes to pay the following amounts as and when demanded by the Promoter, towards:

- a) All applicable and future taxes, levies, duties, cesses, charges including but not limited to goods and services tax (GST) and/or TDS, land under construction tax as demanded by the authorities, property tax, if any applicable and/or all other direct/indirect taxes/duties, impositions levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies ("Taxes") in respect of the Unit and/or the transaction contemplated herein and/or in respect of the total consideration value and/or the other amounts payable by the Applicant(s). The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on Applicant(s).
- b) Further, since timely deduction of TDS and payment of the same to the authorities is Applicant's responsibility under Section 194-IA of the Income Tax Act, 1961, the Applicant/s may hereby authorize the Promoter to initiate the process of paying TDS amounts to the authorities, by signing TDS Authorization Letter as mentioned in Annexure-D, which stipulates the broad terms and conditions of the same.
- c) All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the transfer of the Unit including on this Application Form and/or the Allotment Letter and/or the Agreement for Sale and/or the Conveyance Deed as per the provisions of applicable laws, shall be borne and paid by the Applicant/s as and when demanded by the Promoter.

For the purpose of this Application Form, "GST" means and includes any tax imposed on the supply of goods or services or both under GST Law. "GST Law" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc. "Cess" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law. "Applicable Law" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, notifications, orders, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government notifications, circulars, order or direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Application Form or thereafter.

The Applicant(s) understand that, under the GST Law, a notified class of registered persons have to upload specified details on Invoice Registration Portal ("IRP") of GST for supplies made to registered buyers and obtain an Invoice Reference No. (IRN) and Digitally Signed QR Code from the GST authorities at the time of issue of Invoice. Thereafter, such IRN and Digitally Signed QR Code needs to be affixed on Invoice to be issued by such registered person to the registered buyer.

### Notes / Terms:

All payments are to be made by A/c payee cheque / banker's cheque / pay order / demand draft payable at New Delhi / Gurugram / Noida only or through electronic transfer mode (as permissible under Applicable Laws) drawn in favour of / to the account of "Aurika Developers LLP Collection Account for Veda" HDFC Bank Ltd. having IFSC Code [.] Account No. [.]

Payment Plan Options:		
Down Payment	Construction Linked Plan	
As detailed out in Appeyure F		

(I/We have perused the Pricelist cum payment plan and agree to pay as per the Payment Plan opted by me/us).

In the event of your agreeing to allot the said Unit, I/we agree and undertake to abide by the basic terms and conditions attached as Annexure-A to this Application Form and being part thereof, and also agree to sign and execute the Allotment Letter, the Agreement for Sale and other ancillary documents as per the format provided by the Promoter. I/we shall accept the specifications pertaining to the Unit and shall pay the Total Consideration Value of the said Unit, as and when demanded by the Promoter.

I/we clearly understand that this Application Form does not constitute an agreement for sale and I/we do not become entitled to the allotment of said Unit notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the money tendered with this Application Form. It is only after I/we sign and execute the Agreement for Sale, its ancillary documents and such other documents as may be required by the Promoter that the allotment shall become final and binding upon the Promoter.

### Declarations:

- 1. I / We have fully read and understood the terms and conditions as set out in this Application Form and Schedules annexed thereto.
- 2. I/ We acknowledge that I/We have decided to purchase the Unit with the intention of earning rental income therefrom. I /We do not have the requisite expertise to let out / demise the Unit for rent/fee and require the support and assistance from the Promoter in this respect. I/ We have applied for the allotment of the Unit after having clearly understood the terms and conditions in relation to the purchase and lease of the Units and fully comprehend and understand the nature of the purpose for which the Project is being developed. I / We hereby agree and acknowledge and assure the Promoter that I/We shall comply with the terms and conditions contained under Annexure-A hereto.
- 3. I/We hereby solemnly declare that the above particulars given by me/us are true to the best of my/our knowledge and belief. I/We shall furnish any additional information(s) if required. In the event of any delay on my/our part to furnish any particulars desired by the Promoter, it shall be within the discretion of the Promoter to reject my/our application. The Promoter has no obligation or liability to allot me/us a unit. In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the Promoter, and it shall be final and binding on me/us.

Place:

Date:

## Note for Applicant(s):

(1). Self-Attested Photocopies of PAN Card/ OCI/ PIO and Passport/ Voter Card/ Aadhar Card to be submitted along with this Application Form. (2). If Applicant(s) is/are company, partnership firm, limited liability partnership, the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement, (f) Duly passed resolution signed by minimum two directors (in case of a Company) or a duly passed LLP resolution by all designated partners (in case of a LLP). (3). Please affix the official stamp of the respective Company / LLP / Trust / Partnership / HUF / Society as may be applicable along with the necessary resolution/minutes appointing the authorized signatory and common seal as required.

For Office Use Only	
1. Application received by	
2. Application accepted/rejected	
Rs	
RS	/-
Mode of Booking	
Direct	Through Partner (Agent)
	(Stamp & Signature)
Account Department	Sales & Marketing Department
	DING ALLOTTEE

Mr./Mrs./Ms.:	1
S/W/D:	LV V
Guardian's Name (in case of minor):	
	1000
Residential Status: Resident/Non-Resident:	
PAN: Aadhar No:	
Occupation:	and the last
Address:	
Phone/Mobile: E-Mail:	
CO-SECOND INTENDING ALLOTTEE	
SOLE/FIRST INTENDING ALLOTTEE	
Mr./Mrs./Ms.:	The second second
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Guardian's Name (in case of minor):	A. BIRTHDAY
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Residential Status: Resident/Non-Resident:	B. ANNIVERSARY
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Address	
Phone/Mobile: E-Mail:	
IN CASE THE APPLICANT IS THE COMPANY/ FIRM / TRUST/ SOCIETY/HUF/ANYOTHER	
Name of the applicant:	
Through Mr./Mrs./Ms.: Designation:	
Authorized Vide Document No.:	
CIN/Registration No.:	
Aadhaar No of the Authorized Signatory:	
PAN of the Authorized Signatory:	
Address (Registered Office):	THE RESERVE
Address (Corporate Office):	
Preferred Address for communication: Registered/Corporate Office	
Phone/Mobile: E-Mail:	
*Authorized signatory to affix the seal of the company/firm/trust/society along with signature	res

### ANNEXURE- A (TERMS AND CONDITIONS)

This Application Form and provisional allotment of the Unit is subject to terms and conditions given hereunder and shall be binding on the Applicant(s). These are indicative key terms and conditions of the provisional allotment and the execution of the Agreement for sale between the Applicant(s) and the Promoter.

- 1. The Project Land is being developed on land measuring approx. 3182.42 sqm (0.78 acres) situates at Gata No. 228, 229 and 230, Kudha Keshavpur, 14-Kosi Parikrama Marg, Darshan Nagar, Ayodhya which is owned by Advika Buildtech LLP, a limited liability partnership having LLP IN ABZ9233. The Promoter is vested with the absolute development rights for development of the Project on the said land by virtue of a joint development agreement dated 11 June 2024 registered with the Office of jurisdictional Sub-Registrar as Document No. 7044, in Book No. 1, Vol. No. 11213 at Pages 1 to 96 along with the general power of attorney dated 11 June 2024.
- 2. It is hereby understood and agreed that upon signing of this Application Form, the Applicant(s) are deemed to have completed all due diligence as to the right, title and interest of the Promoter to develop and market the Unit and the Applicant(s) confirms that the Applicant(s) have sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoter to convey the Unit. The Applicant(s) has / have, prior to the date hereof, examined the copy of the RERA registration in respect of the Project and has caused the said RERA registration to be examined in detail by his / her / its advocates and planning and architectural consultants.
- 3. The Applicant(s) has applied for the provisional allotment of a unit, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to the project, which have been well explained by the Promoter and understood by the Applicant(s). The Applicant(s) agrees that the allotment of the unit is entirely at the discretion of the Promoter and the Promoter has the right to reject any application without assigning any reason thereof. Notwithstanding anything contained in this application, the Applicant(s) understands that the application will be considered as valid, enforceable and proper only on realization of the amount tendered with this application.
- 4. The Applicant(s) has seen, understood and accepted the approved plans, specifications and facilities to be provided in the Project/Unit. The Applicant(s) agrees and undertakes to abide by the terms and conditions of all the permissions, sanctions or directions issued by the concerned authority and shall not interfere in layout, plans and drawings implementation. The Applicant(s) understands and agrees that the Promoter may make any changes in the approved layout plan, sanctioned plan of the Project and nature of amenities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under by the concerned State Government. The Promoter is entitled to make such minor additions or alterations as may be required by the Applicant(s) or such minor changes or alterations as may be necessary due to any structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Applicant(s).
- 5. The Applicant(s) agrees to pay the Total Consideration Value of the Unit, additional charges, taxes, duties and cesses as fixed and informed by the Promoter. The expenses for stamp duty etc. for execution of any legal document such as Agreement for sale, Sale deed etc., legal fee and other miscellaneous charges and registration charges etc. shall be borne by the applicant(s). Any penalty/fine for the delay in execution/ registration of legal document will be solely borne by the applicant(s).
- 6. All the payments shall be made through cheque/demand draft to be issued in favor of Aurika Developers LLP Collection Account for Veda payable at HDFC Bank Limited, at C P Awas Vikas Colony Awadhpuri Yojna Ayodhaya Uttar Pradesh 224001 (Bank and Branch name). In case if RTGS/NEFT is being done by the

Applicant(s) and the same is not being informed to the Promoter then under such circumstances receipt of such deposit may not be issued and applicant(s) will not complain for the same.

- 7. The Applicant(s) agrees to pay the balance amount in accordance to the payment schedule as provided by the Promoter as he/ she/ they understands that the timely payment is the essence of the terms of booking. If the Applicant(s) delays in payment towards any amount which is payable, he/ she/ they shall be liable to pay interest at the rate prescribed in the RERA Act/ rules and regulations. Since the development of unit depends on timely payment of installments, delay in payment of any of the installment by the applicant(s) will result in delay in possession for which the Promoter will not be responsible. The Applicant(s) shall not be entitled for any penalty/compensation from the Promoter for delayed possession on account of delay in payment of any of the installments by him/her/them.
- 8. The Applicant(s) agrees that in case any payment is made towards the said unit from any third party account then there would be no claim by such third party in the said unit against the payment made from third party account and the Promoter shall not be liable or responsible for any inter-se transaction between such third party and the applicant in any manner whatsoever. In the event, the applicant make any payment through any third party account then he/she/they hereby agree(s) to submit a declaration signed by such third party to the Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue receipt of such payment made by applicant(s) from third party account.
- 9. The Applicant(s) have specifically opted to purchase the Unit from the Promoter to realize and earn rental income therefrom. However, the Applicants(s) do not have the requisite expertise to let-out / demise the Unit and require the support and assistance from the Promoter. The Applicant(s) acknowledge that the Unit shall be exclusively utilized for renting/ leasing / letting / licensing to suitable third parties / intending lessee(s) / users and the Promoter shall be entitled to identify and appoint a third-party operator for leasing of the Unit ("Operator"). Any such arrangement of lease /transfer/rent license etc. is hereby collectively referred to as "Lease" of the Unit. For the said purposes, the Promoter shall be entitled to require the Applicant(s) to enter into a Lease directly with the Operator appointed by the Promoter or the Promotor may enter into such Lease directly with the Operator and the Applicants shall adhere to the terms of such lease upon execution of the sale/ conveyance deed for the Unit. The Applicant(s) acknowledge that even though the layout / building plan has been passed / sanctioned by the competent authority, the Unit may be leased /transferred/ demised / let out either individually or as open space in combination with other adjoining units as decided by the Promoter/ Operator.
- 10. Notwithstanding anything to the contrary contained in this Application Form, the Applicant(s) hereby agrees and acknowledges that the legal possession of the Unit provided to the Applicant(s) upon execution of the sale deed / conveyance deed for the Unit, shall be handed over to the Promoter / Operator for the purposes of the said Lease. The actual physical possession of the Unit shall always remain with the Promoter and shall be vested in favour of the Operator simultaneous to the Lease, and Applicant(s) shall not demand or claim actual physical possession of the Unit at any time during the period of Lease.
- 11. The Applicant(s) understand and agree that, the Promoter/ Operator shall, solely and without any objection from me / us, have the right to (a) facilitate such Lease/Sub-lease of the Unit to interested third parties / intending lessee(s), and (b) agree the terms of Lease /Sub-lease with the interested third parties / intending lessee(s) including but not limited to tenure, rent, security deposit etc.

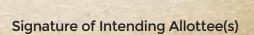
- 12. The Applicant(s) are aware and understand that the Promoter / Operator would invest considerable resources and efforts in finding the suitable lessee(s) / sub-lessee(s)/tenant(s) for the Unit; therefore, the Applicant(s) agree and undertake to unconditionally comply with all terms and conditions of the Lease as agreed upon by the Promoter/ Operator with the interested third parties / intending lessee(s)/sub-lessee(s)/ users.
- 13. The Applicant(s) further agree and undertake to sign and execute all documents required to authorize the Promoter / Operator unconditionally and irrevocably, for (a) leasing / letting / sub- leasing/licensing of the Unit (including executing power of attorneys authorizing the Promoter/ Operator or its nominees to act for and on the Applicant(s) behalf in respect of such lease / transfer/license / other arrangement with the interested third parties / intending lessee(s)), (b) executing the Lease/transfer or other related documents, and (c) presenting the Lease/transfer or other documents before sub-registrar for registration.
- 14. The Applicant(s) acknowledge the general risks associated with leasing /sub-leasing/ letting / licensing of any property. The Applicant(s) exclusively undertake to bear such risks and costs etc. without any liability, responsibility and accountability on the part of the Promoter or its nominees whatsoever.
- 15. The Applicant(s) hereby agree and acknowledge that the terms and conditions with regard to the aforesaid leasing arrangement with the Operator shall be comprehensively captured in a separate lease agreement and a draft of the same has been provided to the Applicant(s). The Applicant (s) have duly read and understood the terms and conditions of the lease agreement and being completely satisfied with the terms and conditions of the lease a, the Applicant(s) agree and undertake to comply with the same.
- 16. The Applicant(s) shall also pay, as and when demanded by the Promoter, Goods & Services Tax (GST), or any other statutory taxes, duties, charges, cesses, levies and the like as may be applicable to the Unit and / or the Applicant(s) in relation to the Unit. The Applicant(s) agrees and understands that in the event any property tax or any other taxes, charges, fee, cess or the like by whatever name is imposed and / or is assessed separately in respect of the Unit, the same shall be payable by the Applicant(s), to the concerned authority.
- 17 The Promoter reserves its rights, subject to all the Applicable Laws, to give on lease/transfer or hire any unsold Units in the Project or any part of the roof / terraces / open areas (not specifically attached to any of the Units) and other areas and the Applicant(s) agrees not to object to the same and / or to make any claim on this account.
- 18. The Project consists of various commercial components such as restaurants, service apartments/ rooms, banquets, fitness centre, and club, fine dining restaurants, along with suitable infrastructure facilities within the Project which are being developed under the Project, and the Applicant(s) have understood all the limitations, restrictions, requirements and obligations in respect thereof. The Applicant(s) understands, agrees and accepts that the facilities/areas detailed in Annexure-F hereto ("Facilities") are not included in the "Total Area" of the Unit or the "Common Area" and these Facilities are the exclusive ownership of the Promoter, and the Promoter is free to sell or use the same in any manner, it deems fit and appropriate. It is expressly agreed to and understood by the Applicants(s) that it is only the area within the four walls of the Unit that has been agreed to be allotted to the Applicants(s), and the allotment of the said Unit does not and would not create any specified or independent interest in the Allottee in the Facilities, and open spaces of the Project.
- 19. The Applicant(s) are aware that they shall not have any right and beneficial interest in respect of the Facilities pertaining to the Project. Any access to the said Facilities of the Project shall be subject to payment of applicable fee, expenses and charges payable in relation to the same and compliance with such terms and conditions as may be decided by the Promoter/ Operator from time to time. The Promoter shall be responsible for maintaining the Facilities of the Project, either itself or through the Operator / third party agency. As regards the use of Facilities, the Applicant(s) shall enter into a separate facility agreement with the Promoter/ Operator / agency designated by the Promoter.

- 20. The Applicant(s) understands and agrees that in order to look after administration and management of the essential common areas of the Project, the Promoter may, as may be required under applicable laws, form a separate company / condominium / society / association of allottees ("Association") for the Project. The Association shall adhere to their respective bye laws and guidelines as may be formulated by the Promoter in accordance with the applicable laws. Further, the Association shall manage and conduct the affairs relating to common areas and the rights, entitlements and obligations of the allottees with respect to the common areas. The common areas within the Project shall be transferred to the Association by the Promoter in accordance with applicable laws. The Applicant(s) hereby agrees and undertakes to join the Association and to sign and execute the application for membership and other undertakings, papers, instruments and documents in this regard as may be required by the Promoter or Association and return the same to the Promoter or Association within 15 (fifteen) days from the same being forwarded to the Applicant(s). The Allottee further undertakes to pay any fees / subscription charges and other charges demanded thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 21. The Promoter shall be entitled to cancel and terminate the allotment and the Agreement, if executed, at its sole discretion, (a) if the Applicant(s) neglects, omits, ignores, or fails in the timely performance of the obligations agreed and stipulated herein including failure to execute and return both sets of signed Agreement for sale and the Agreement for lease, within 30 (thirty) days of dispatch by the Promoter for any reason whatsoever; or (b) the Applicant(s) fails to pay in time to the Promoter any of the instalments or other amounts and charges due and payable by the Applicant(s) by the respective due dates for such payments.
- 22. Upon said termination, the Promoter shall be entitled to (a) deal with the Unit in the manner deemed fit by the Promoter without any objection / claim from the Applicant(s), and (b) forfeit the Booking Amount (being 10% of the Total Consideration Value) along with (I) interest on any overdue payments; and (II) brokerage paid / payable by the Promoter to the channel partner / broker in case the booking is made by the Applicant(s) through a channel partner / broker and (III) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws and (IV) Pre-EMI cost paid or reimbursed by the Promoter, and (V) administrative charges as per Promoter's policy, and (VI) any other charges and fees payable by the Promoter to the government authorities including but not restricted to the Pass Through Charges (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate / payout / benefits etc. (together referred to as the "Non-refundable Amount"). The rate of interest payable by the Applicant(a) to the Promoter shall be State Bank of India highest marginal cost of lending rate plus one percent. For sake of clarity, the interest and / or taxes paid on the Total Consideration Value shall not be refunded upon such cancellation / termination. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the applicable taxes or charges / any pass through charges paid / incurred by the Applicant(s) to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by me / us over and above the Booking Amount. The Promoter shall refund the amount refundable to the Applicant(s) after re- allotment of the Unit.
- 23. The Applicant(s) shall indemnify and keep the Promoter indemnified and harmless against all actions proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the Promoter by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Applicant(s). The said indemnification right of the Promoter is in addition to any other right or remedy available to the Promoter.
- 24. In case the Applicant(s) has NRI/ PIO status or if the Applicant(s) is foreign national(s), then the Applicant(s) shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 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.

- 25. In case the Applicant(s) want to avail loan facility to facilitate the purchase of the said unit, the Promoter shall only facilitate the process subject to (i) the terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only, (ii) the responsibility of getting the loan sanctioned and disbursed as per the payment schedule opted by the Applicant(s) will rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Promoter as per the schedule, shall be ensured by the Applicant(s). (iii). In case of default in repayment of dues of the financial institution/agency by the Applicant(s), the Applicant(s) authorize the Promoter to cancel the allotment of the said unit and the eligible refundable shall be paid directly to the financing institution/agency, without any reference to the Applicant(s).
- 26. The Promoter has the right and is entitled to create mortgage and / or create a charge on the said Land, Project/
  Unit, or any part or component thereto, all current / future receivables pursuant thereto and any other right, title
  and interest that the Promoter may have in respect of the Project and/ or the Units, blocks and construction
  comprised thereupon including but not limited to common areas and facilities, buildings and units. The Promoter
  shall ensure that if such mortgage or charge is made or created, then notwithstanding anything contained in any
  other law for the time being in force, such mortgage or charge shall not affect the right and interest of the
  Applicant(s) that may vest as per the Agreement for sale.
- 27. The Applicant(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible. Further the applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination.
- 28. The Promoter shall be free to use any further additional FAR obtained by the Promoter under any new or existing policy(ies) as may be approved and notified by the government/concerned authorities from time to time under the Applicable Laws.
- 29. The Applicant(s) confirm that the copy of the Agreement for sale, the lease agreement and other documents in relation to the sale and lease of the Unit have been shared with the Applicant(s). The Applicant(s) have carefully gone through the same and have understood all the terms and conditions mentioned therein.
- 30. Applicant(s) confirm, that they have relied on their own independent judgment, investigation, physical inspection of the Project and inspection of documents including relevant sanctioned plans / development plan (for the Project), statutory approvals, the relevant information and details in deciding to make the present Application, and have not based my / our decision upon and / or been influenced by any illustrative architect's plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter. The Applicant(s) confirm that the Applicant(s) have obtained appropriate professional advice before proceeding further with this Application. The Applicant(s) have, without any promise or assurance otherwise than as expressly contained in this Application, relied upon personal discretion, independent judgment and investigation, and being fully satisfied has / have decided to purchase the Unit. The Applicant(s) further confirm having considered, reviewed, evaluated and satisfied themselves with the specific features of the said Project in particular.
- 31. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Courts where property under subject to sale is situated.

Details & Signature of the Applicants: [Details to be added]

# ANNEXURE-B SPECIFICATIONS OF THE UNIT



# ANNEXURE-C

### **COMMON AREAS**

"Common Areas" shall mean such areas within the building wherein the said Unit is situated and as more specifically provided in the Deed of Declaration to be filed before Competent Authorities, which are meant for common use, enjoyment and access of the allottees / residents and shall include:

- 1. Reception/Entrance lobby at Ground Floor,
- 2. Water Supply from Overhead water tanks,
- 3. Staircases, lobbies, mumties, passages and landings of individual buildings,
- 4. Lifts/Lift's shaft and Lift Machine room with equipment,
- 5. Lightening protection / arrestor and aviation caution lights
- 6. Common passages / corridors including Lighting and Firefighting equipment thereof,
- 7. Ramp driveways/ staircases/ passage/ shafts / ducting (basement ventilation), lighting and services thereof in basement, and
- 8. Any other area as may be decided by the Promoter.

#### ANNEXURE-D

### **TDS AUTHORIZATION LETTER**

Date:			
To,			
AURIKA PROMOTERS LLP			
(LLPIN ACE-8512),			
Unit No - OF- 1102,			
Plot C-3, E-1, Gulshan One29			
Sec-129, Chaprauli Bengar,			
Gautam Buddha Nagar, Noida, U.P 201304			The second second
Dear Sir/Madam,			
Subject: Authorization Letter to pay TDS applicable	under Section 19	4IA, as per Inc	ome Tax Act, 1961
			The second second second
Ref: Application Form dated,			
submitted to you for allotment of the Unit no	on the	floor in	("Unit") in the Project "Veda"
OPTION 1:			

With reference to the captioned matter, I/We hereby understand and acknowledge that since the Total Consideration Value of my/our unit is more than Rs.50,00,000/- (Rupees Fifty Lakhs only), I/we am/are required to deduct 1% (One percent) Tax Deducted at Source ("TDS") on every payment that I/we make to you towards the purchase of the unit and the same shall be payable/deposited by me/us to the Income Tax Department, in accordance with the provisions

of Section 194-IA of the Income Tax Act, 1961, (the "Act"). I/We am/are fully aware that timely deduction of TDS and payment of the same to the authorities is my/our responsibility and any delay in the same will lead to my/our incurring

liabilities of penalty and interest to the authorities.

In this regard, I/we hereby authorize you or any of your employees or representative(s) or person(s) appointed by you ("Representatives") to do the following acts, deeds, matters and things required to be done/ undertaken on my/our behalf to comply with the provisions of the Act including but not limited to:

A) File requisite forms, challan(s), pay taxes as applicable pursuant to Section 194-IA of the Act;

B) Discharge the liability of payment of TDS under Section 194-IA of the Act on my/our behalf and deposit the same with the Government, subject to and to the extent of the payment made by me/us on account of TDS under Section 194-IA of the Act, to you on or before the due date thereof.

I/We further understand and acknowledge that the TDS liability u/s 194-IA lies exclusively on me/us and you hold no liability or responsibility whatsoever for the non-compliance of the same.

I /We are aware that the aforesaid process of deduction/ payment of TDS is a manual and a complex process and is subject to human errors and/ or technical problems that may be encountered. I/ We unconditionally and unequivocally agree and undertake that I/ we will not hold you or your Representatives responsible or liable in any manner howsoever for the unintentional errors in filling up the forms online and/ or errors or stoppage of web site due to technical reasons or force majeure and waive my/ our right (if any) to claim any costs, compensation or damages in respect thereof.

In the event of occurrence of such errors, I/ we will fully assist you to correct and rectify the same, through Income Tax Department. I/ We shall sign, execute the necessary applications, forms, etc. and make myself/ ourselves available to attend the office of the Income Tax Department, as may be required to correct and rectify any errors in the forms.

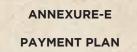
I/We undertake that I/we shall provide you the duly signed Form 16B within the due date prescribed as per Income Tax Act, 1961. Applicant(s) Payment share:

I/We am/ are aware that the LLP will be making the TDS payment against the PAN of the first applicant, unless otherwise indicated by me/us.

Thanking you,

Name & Signature of the Customer:





# ANNEXURE-F

# **FACILITIES**

- (i) Gym, Swimming Pool, Spa & Fitness Centre and Club,
- (ii) Restaurant(s), Coffee Shop,
- (iii) Conference Halls/ Banquet Halls,
- (iv) Meeting Halls/Board Rooms, Business Centre, Training Centres etc.
- (v) Restaurants,
- (vi) Basement and Parking Space/areas,
- (vii) Terrace,





# **AURIKA DEVELOPERS LLP**

Site Office: Gata No. 228, 229 & 330, Kudha Keshavpur, 14-Kosi Parikrama Marg, Darshan Nagar, Ayodhya, Uttar Pradesh- 224123 Registered Address: Unit No. OF-1102 Plot C-3 E-1 Gulshan One29 Sec-129, Chhaprauli Bengar, Noida, Uttar Pradesh- 201304