Project Name: Sunworld Arista (Ph-2 T-5,7,8,9), Club
RERA Reg. No.: UPRERAPRJ11625
RERA Website: https://www.up-rera.in
Collection A/c.Title: NIMBUS PROJECTS LTD COLLECTION A/C FOR SUNWORLD ARISTA PH2 T5,7,8,9, CLUB
Collection Account No : 777705570708
IFSC Code: ICIC0005707
Bank Name: ICICI Bank Ltd.
Branch Name: ICICI Bank Ltd. Sector-168, Noida
Branch Address: GH-1C, Ground Floor, Tower-10, Sunworld Arista, Sector-168, Expressway Noida, G.B Nagar, Noida, Uttar Prades-201305
Project Launch Date: 25/07/2025

NIMBUS®
REALTY
ISO 9001:2015

THE ARISTA LUXE

SECTOR 168, NOIDA EXPRESSWAY

APPLICATION FORM

APPLICATION FORM

To,
M/s Nimbus Projects Limited (UPRERAPRM370090)
(Lead Promoter)
1001-1006, 10th Floor,
Narain Manzil,
23, Barakhamba Road,
New Delhi-110001

Sub: Application for allotment of apartment in project "**SUNWORLD ARISTA (PH-2 T 5, 7,8,9) , Club** "situated at Plot no. **GH-01/C, Sector-168, Noida, Dist. Gautambudh Nagar, Uttar Pradesh.**

Dear Sir,

I/we are interested in purchasing an apartment, details of which are provided herein below, in your Project **SUNWORLD ARISTA (PH-2 T-5,7,8,9), Club** bearing RERA Registration no **UPRERAPRJ11625**, situated at plot no. **GH-01/C, Sector-168, Noida, Distt. Gautambudh Nagar, Uttar Pradesh.**

I/We hereby pay/remit a sum of Rs. _____ Rupees _____ only) vide bank draft/pay order/cheque number_____ dated_____draws on _____ in favour of "**NIMBUS PROJECTS LIMITED COLLECTION A/C FOR SUNWORLD ARISTA PH 2 T5,7,8,9,CLUB "** payable at **Noida.**

OR

I/We hereby pay/remit a sum of Rs_____ (Rupees _____ _____only) vide RTGS/NEFT/IMPS in the following bank account of the Lead Promoter Collection Account No. **777705570708, ICICI Bank, Branch Sector-168, Noida** RTGS no. _____as Application Amount towards my request for Allotment of apartment in the said Project.

I/We have clearly understood and I/ we agree that this application form will be processed by the Lead Promoter 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 and the amount(s) paid by me/us shall be returned without any Interest.

I/We have clearly understood that in the event the Lead Promoter decided to Provisionally Allot the apartment to me/us, then the Application Amount shall be adjusted in the Booking Amount which will constitute 10% of Price of the Apartment (excluding possession charges).

Signature of First Applicant | Signature of Co- Applicant | Signature of Co- Applicant

My/Our particulars as mentioned below may be recorded for reference and communications:

1. Applicant (Sole/First) Mr./Ms./M/s. First Name

Middle Name Last Name

Son/Wife/Daughter of Mr./Mrs. First Name

Middle Name Last Name

Profession Designation Nationality

Company Name/Firm Name

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

Permanent Address

Pin Code

Office Address

Pin Code

Address for Communication residential/Office/Others, Please Specify

Telephone No. Res Off Mobile Fax

Date of Birth D D M M Y Y Y Y Marital Status: Single Married

Email:(Mandatory) @ No. of Children

PAN No Passport/Aadhar/NPL/EID

(Attach Form 60 or 61, as the case may be if PAN is not available)

Signature of First Applicant Signature of Co- Applicant Signature of Co- Applicant

My/Our particulars as mentioned below may be recorded for reference and communications:

First Co-Applicant

2. Applicant (Second) Mr./Ms./M/s. First Name

Middle Name Last Name

Son/Wife/Daughter of Mr./Mrs. First Name

Middle Name Last Name

Profession Designation Nationality

Company Name/Firm Name

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

Permanent Address

Pin Code

Office Address

Pin Code

Address for Communication residential/Office/Others, Please Specify

Telephone No. Res Off Mobile Fax

Date of Birth D D M M Y Y Y Y Marital Status: Single Married

Email:(Mandatory) @ No. of Children

PAN No Passport/Aadhar/NPL/EID

(Attach Form 60 or 61, as the case may be if PAN is not available)

Signature of First Applicant Signature of Co- Applicant Signature of Co- Applicant

My/Our particulars as mentioned below may be recorded for reference and communications:

Second Co-Applisant

3. Applicant (Third) Mr./Ms./M/s. First Name

Middle Name Last Name

Son/Wife/Daughter of Mr./Mrs. First Name

Middle Name Last Name

Profession Designation Nationality

Company Name/Firm Name

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

Permanent Address

Pin Code

Office Address

Pin Code

Address for Communication residential/Office/Others, Please Specify

Telephone No. Res Off Mobile Fax

Date of Birth D D M M Y Y Y Y Marital Status: Single Married

Email:(Mandatory) @ No. of Children

PAN No Passport/Aadhar/NPL/EID

(Attach Form 60 or 61, as the case may be if PAN is not available)

Signature of First Applicant Signature of Co- Applicant Signature of Co- Applicant

4. FIRM/SOCIETIES/TRUST/COMPANY/OTHERS

Name of the Firm/Society Trust/Company / Others

Registration No. (If registered)

Registered Office/ Office Address

Correspondence Address

Telephone No. Res. | Off | Mobile | Fax

Email ID.

Name Father's/Husband's Name Of the Authorized Signatory

Mobile No of the Authorized Signatory

Address of Authorized Signatory

PAN No

(Attach Form 60 or 61, as the case may be if PAN is not available)

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

5. Payment Plan:

A. B. C.

6. Preference of Apartment to be purchased:

APARTMENT TYPE

Carpet Area (Sq. Mts.) **Balcony Area (Sq. Mts.)** **Garden Area (Sq. Mts.)**

Terrace Area (Sq. Mts.) **Saleable Area (Sq. Mts.)**

A. Block/Tower Name **B. Floor** **C. Apartment No.**

7. Car Parking

Signature of First Applicant Signature of Co- Applicant Signature of Co- Applicant

8. Price of Apartment

(A) Basic Sales Price as per payment plan			Total Rs.
(B) Discount (if any)			Total Rs.
(C) Net Rate BSP Applicable/Chargeable (A-B)			Total Rs.
GST	@Rs		Net BSP
			Total Rs.
(D) Preferred Location Charges (PLC) (if any)			
Floor/Location	@Rs		Total Rs.
GST	@Rs		
(E) Car Parking Charges	@Rs		Total Rs.
GST	@Rs		
(F) EEC & FFC	@Rs		Total Rs.
GST	@Rs		
(G) Club Membership	@Rs		Total Rs.
GST	@Rs		
(H) Lease Rent	@Rs		Total Rs.
GST	@Rs		
(I) Power Backup	@Rs		Total Rs.
GST	@Rs		
(J) Terrace Charges	@Rs		Total Rs.
GST	@Rs		
(K) Garden Charges	@Rs		Total Rs.
GST	@Rs		
Price of the Apartment 8 = (8C to 8K)			Total Rs.

Signature of First Applicant Signature of Co- Applicant Signature of Co- Applicant

9. Possession Charges

(To be determined & payable at the time of offer for possession)

A)	Advance CAM for 12 Months	
B)	Interest Free Maintenance Security	
C)	One Time Sinking Fund	
D)	Water, Electricity, Sewage Charges for 12 Months	
E)	Electric Meter Charges	
F)	Water & Sewage Connection Charges	
G)	PNG Charges	
H)	Other Charges Please Specify	
	Possession Charges 9 = (9A to 9H)	
	Total Price of Apartment=(8+9)	

Signature of First Applicant Signature of Co- Applicant Signature of Co- Applicant

SCHEDULE – I

BRIEF TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF APARTMENT IN PROJECT "SUNWORLD ARISTA (PH-2 T-5,7,8,9), CLUB" BEING DEVELOPED BY M/S NIMBUS PROJECTS LIMITED (hereinafter referred to as "The Lead Promoter") AND M/S SUNWORLD RESIDENCY PRIVATE LIMITED (hereinafter referred to as "The Promoter") AT PLOT NO. GH-01/C, SECTOR 168, NOIDA DISTT. GAUTAMBUDH NAGAR, UTTAR PRADESH.

A. That the New Okhla Industrial Development Authority (***hereinafter referred to as the "NOIDA AUTHORITY"***) office at Sector-6, Noida, District- Gautam Budh Nagar, U.P vide letter bearing number Noida/GHP/GH-2010-(III)/2010/9860 dated 01.09.2010 allotted the plot numbered as GH-01/C, SECTOR-168, NOIDA DISTT. GAUTAMBUDH NAGAR, UTTAR PRADESH, total admeasuring 40,221.26 sq. mtrs in favour of M/s Boulevard Infrastructure Private Limited (presently known as 'Sunworld Residency Private Limited') ***(hereinafter referred to as the "the allotted plot").***

B. Subsequently, lease deed dated 01.09.2010, was registered with Sub Registrar-II-Noida, vide document number 5947, registered on 01.09.2010, at page number 241 to 282 in book no. 1, volume no. 2873 for a period of 90 years commencing from 01.09.2010 ***("hereinafter referred to as the "Lease Deed")*** in favour of M/s Boulevard Infrastructure Private Limited (presently known as 'Sunworld Residency Private Limited') conveying the leasehold rights of the plot bearing number GH-01/C, admeasuring 40221.26 Sq. Mts. situated at Sector-168, Noida, Uttar Pradesh.

C. That subsequent to execution of lease deed and upon securing other necessary approvals and permission M/s Sunworld Residency Private Limited divided the entire lay out plan of the project ***"SUNWORLD ARISTA"*** in two phases for the purpose of construction. Phase-I comprise of 6 Towers (Tower-1,2,3,4,6,&10) and the RERA Registration No. for this project is UPRERAPRJ11587. Towers under phase-1 are completed in all aspects and delivered.

   Phase-II of the project is ***"SUNWORLD ARISTA (Ph-2 T-5,7,8,9), Club"*** consisting of 4 ***Towers i.e 5,7,8,9 & club.*** RERA Registration no. of the project is **UPRERAPRJ11625** for which this application is being submitting. (hereinafter referred to as ***"the said Project")***

D. That due to Several Business Challenges M/s. Sunworld Residency Private Limited was unable to continue with the development of the project "Sunworld Arista (Ph-2 T- 5,7,8 &9) Club RERA Regn No. **UPRERAPRJ11625**. Hence the project was stalled.

E. That M/s Nimbus Projects Limited entered into a Joint Development Agreement dated 04/10/2024 with M/s. Sunworld Residency Private Limited in terms of Legacy Stalled Scheme Policy dated July 2023 formulated by Sh. Amitabh Kant Committee for development of 10957 sq. mtrs of land & Sale of Project "Sunworld Arista (Ph-2 T- 5,7,8 &9) Club RERA Regn No. **UPRERAPRJ11625.** The said Agreement was registered in the office of Sub Registrar-Noida First, Gautambudh Nagar vide registration no.12463 dated 04/10/2024 at Book no.1, Zild no. 13187 Page no. 331 to 450. ***(hereinafter referred to as "the JDA").***

F. That the Noida Authority vide letter dated 23/09/2024 bearing ref no. NOIDA/GH-IC/168/2024/10881 granted approval to M/s Nimbus Projects Limited to enter the project as Co- Developer and subsequently the Authority in its 215th Board Meeting held on 26/10/2024 recognized M/s Nimbus Projects Limited as Co-Developer to complete the development of portion of plot no. GH01/C, Sector-168, Noida.

G. That a Supplementary Deed dated 27/12/2024 was executed between Noida & M/s. Sunworld Residency Private Limited & M/s Nimbus Projects Limited in respect of the plot numbered as GH-01/C, Sector-168, Noida and the same was registered with the office of Sub-Registrar Noida First vide registration no. 17273 dated 28/12/2024 at Bahi No. 1, Zild no. 13482 pages 221 to 232. ***(hereinafter referred to as "the Supplementary Deed").***

H. That the Supplementary Deed recognizes the all rights & duties assigned to M/s. Nimbus Projects Limited by M/s. Sunworld Residency Private Limited by virtue of execution of JDA dated 04/10/2024 as a Co-Developer in respect of the said project.

I. That the Noida Authority vide letter no. NOIDA/MU.VA.NEE/2025/III-268/1274 dated 24/01/2025 has extended the validity of approved map & layout up to 23/01/2030 ***(hereinafter referred to as "the Sanctioned Plan").***

J. That the Real Estate Regulatory Authority, Uttar Pradesh vide letter No. 7362/UPRERA/Tech. Cell/ 2024-25 dated 19/07/2025 recognized M/s Nimbus Projects Limited as Co- Promoter.

K. That the Real Estate Regulatory Authority, Uttar Pradesh vide letter No. 7436/UPRERA/Tech.Cell/2025-26 dated 22/07/2025 extended the end date of project up to 23/01/2030 and recognized M/s Nimbus Projects Limited as a Lead Promoter to Develop the said project and to execute the Builder Buyer Agreement/Agreement for Sale with the Allottee/(s) pursuant to the provisions of Joint Development Agreement.

L. That the Real Estate Regulatory Authority, Uttar Pradesh vide letter No. 7436/UPRERA/Tech.Cell/2025-26 dated 22/07/2025 has authorized M/s. Nimbus Projects Limited to open and operate all the three designated RERA accounts in the capacity of Lead Promoter.

M. That the Lead Promoter is developing the residential project on area admeasuring 10957 sq. mtrs. ***(hereinafter referred to as "the said Development Area")*** under the name & style of "**SUNWORLD ARISTA (PH-2 T-5,7,8,9), CLUB"** having RERA Registration no. **UPRERAPRJ11625.**

N. The Lead Promoter is fully competent to invite application and to book and sale the apartment and enter into Agreement and all the legal formalities with respect to the right, title and interest of the Lead Promoter regarding the said Development Area of the Project.

O. The Allotment, if and when made by the Lead Promoter, pursuant to the accompanying Application shall be purely provisional and further shall be subject to the terms and conditions, restrictions and limitations contained in the Lease Deed executed between NOIDA Authority and M/s. Sunworld Residency Private Limited and further Supplementary Deed executed between NOIDA Authority, Promoter and Lead Promoter and all laws, notifications and rules as may be applicable or set in inter alia to the Apartment including any amendment or variation thereof.

P. The Applicant/(s) have inspected / seen all the documents including the approvals, sanction plans, permissions etc. and consulted the experts on the relevant documents/papers pertaining to the said Project and is/are fully satisfied that the development and selling rights of the Lead Promoter are clear and valid for the above said Project and the Lead Promoter has the requisite right and authority of marketing the said Project and to book/register/allot/sell the apartment to the Applicant/(s).

Q. The Applicant/(s) has fully satisfied himself/herself/themselves in all respect regarding, all the details of the apartment and all common area/facilities/utilities. Applicant/(s) have seen and understood the Project details at UP-RERA web portal https://www.up-rera.in. Also, the Applicant/(s) has/have satisfied himself/herself/themselves about the right, title, and capacity of the Lead Promoter to deal with the apartment and have understood all the limitations and obligation thereof.

The Applicant/(s) after having read and understood the same has applied for the allotment and has undertaken to abide by these terms and conditions, restrictions and limitations etc.

1. That the Applicant/(s) is/are applying for the provisional allotment of an Apartment in the Group Housing project known as "SUNWORLD ARISTA (PH-2 T-5,7,8,9), CLUB" having RERA Regn No. UPRERAPRJ11625 being developed on the part & parcel of said allotted plot. The Applicant/(s) has full knowledge of laws, notifications and rules as applicable to the project area and the terms and conditions mentioned in the NOIDA's Laws & Bye – Laws & Brochure.

2. That the Applicant/(s) has fully satisfied him/her/themselves about the interest and title of the Lead Promoter in the said allotted plot /project area.

3. That all payments in respect of the booked apartment shall be made through Demand Draft/Cheques/NEFT/RTGS in favor of "**NIMBUS PROJECTS LTD COLLECTION A/C FOR SUNWORLD ARISTA PH 2 T5,7,8,9,CLUB, A/c no. 777705570708 , IFSC Code: ICIC0005707, Branch Sector-168 Noida** and the Lead Promoter shall not be responsible/accountable for any payment made to agent/broker/any third person. No payment shall be made by the Applicant/(s) in cash or vide a credit card and if any claim of cash payment is made by the Applicant/(s), then such claim shall be summarily rejected by the Lead Promoter.

4. That the Applicant/(s) from the date of issuance of Allotment Letter shall make timely payment of the total price as per the PAYMENT PLAN opted, time being essence. Any revision in any kind of tax levied by the Government of India or Government of Uttar Pradesh shall be payable by the Applicant/(s) in addition to the above cost.

5. That the Applicant/(s) shall deduct the TDS if the total consideration of booked apartment is above Rs.50 lakhs in accordance with the applicable rates as per the Income Tax Act, 1961. Applicant/(s) shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt, and other relevant documents to the Lead Promoter as per the Act and rules made there under, as applicable to this transaction. Any delay in making the payment to Lead Promoter and /or taxes

as aforesaid shall make Applicant/(s) liable to pay the interest to Lead Promoter and/or any penalty levied by the concerned authority(ies) in respect thereof.

6. That all taxes and statutory levies presently applicable in relation to the Apartment/Land under project, have been shown separately in the Price of the Apartment which are to be paid additionally. However, in the event of any further increase in the price of the land and or any fresh tax, GST, cess, duty or other levy by the Government or any other statutory authority, the same shall be payable by the Applicants/(s).

7. The additional compensation/price (if any) payable to any govt., authority or antecedent owners of the Projects Land/or any part of it if required to be paid by Lead Promoter after the date of booking as a consequence of any order from any Court of Competent jurisdiction or as directed by the govt. authority shall be charged additionally from the Applicant/(s) and the Applicant/(s) shall make payment of the same without any demur and shall not raise any objection for the same.

8. That the timely payment of installments as per the Payment Plan shall be the essence of the Allotment. It shall be incumbent on the Applicant/(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the Noida's lease. If Applicant/(s) opted for Down payment /self financed flexi plan and failed to comply the payment schedule then his/her payment plan shall be compulsorily converted to Construction & time linked plan, and the rebates offered under above mentioned plans shall be automatically withdrawn without any prior intimation.

9. That the Lead Promoter shall have the right to cancel the booking of said apartment in such conditions;

    a) *If the Allottee/(s) fails to execute and deliver to the Lead Promoter the Agreement for Sale/Lease within 30 (thirty) days from the date of allotment letter; in such cases the Lead Promoter shall serve a notice to the Allottee/(s) by e-mail/by hand/by post/by courier on the address given by the Primary Applicant for rectifying the default which or if not rectified within 30 (thirty) days from the date of its receipt by the Primary Allottee, this Allotment can be treated as cancelled at the discretion of Lead Promoter, and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.*

b) (i) If the Allottee fails to make payments for 2 (two) consecutive demands made by the Lead Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Lead Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Lead Promoter must not be in default to take this benefit;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Lead Promoter in this regard, the Lead Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Booking Application shall thereupon stand terminated. The Co-Promoter must not be in default to take this benefit;

Provided that the Lead Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

(c) If the Allottee proposes to cancel/withdraw from the Project without any fault of the Lead Promoter, the Lead Promoter herein is entitled to forfeit the booking amount paid for the allotment.

In above conditions after cancellation of apartment Lead Promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on reallotment of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier.

After cancellation Allottee/(s) shall be left with no right or lien on the said apartment or any part of the land. The amount paid, if any, over and above the Registration/Booking Amount shall be refunded by the Lead Promoter without any interest. No interest or any type of compensation whatsoever shall be payable by the Lead Promoter in such cases.

10. The delay in payment of installments shall attract interest @ MCLR+1% p.a. calculated and payable from the due date of outstanding amount.

11. The Applicant/(s) hereby confirm, agree, and acknowledge that, if the booking of the said apartment is done through any Real Estate Agent or Broker, then in that event Lead Promoter shall not be held liable or responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. Applicant/(s) further agree and confirm that Lead Promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with Applicant/(s).

12. That the club is not exclusive for the project SUNWORLD ARISTA (PH-2 T-5,7,8,9), CLUB", Club & available amenities is/are accessible to all the residents of the Sunworld Arista.

13. That the layout plan of the entire Project as drawn by the Lead Promoter is subject to change, if deemed necessary by the Lead Promoter or as may be required by the regulatory authorities of NOIDA, or any other statutory authorities specified in this behalf. Such alternations may include change in the area of Apartment, floors, towers, number of Apartment, location and increase / decrease in the number of car parking slots and any other changes allotted to the Applicant/(s). All such changes either at the instance of the regulatory authorities or otherwise, shall be final and binding on the Applicant/(s). Further, subsequent to such changes if there is any increase / decrease in the carpet / super area of the Apartment or an Apartment becomes preferentially located, then revised price and/or PLC shall be payable / adjustable at the original rate at which the Apartment has been booked for allotment.

14 .The applicant has full knowledge and understanding that the furniture, fixtures, modular kitchen and show items fixed in the 'Sample Unit' are not part of standard offering and are merely fixed in the 'Sample apartment' in order to give an idea for the placement of the items in the apartment. Applicant will not claim whatsoever in the aforesaid regard against the Lead Promoter in future on the basis of any items / fixtures shown in the 'Sample apartment displayed for marketing purpose only.

15. The applicant is making this application with the full knowledge and understand clearly that the graphical representation of green area/common area/landscape etc. in the notice advertisement or prospectus are merely Architect's imagination and may be different from the graphical representation in the notice advertisement or prospectus.

The applicant will have no claim whatsoever, at any time on the basis of any graphical representation in the notice advertisement or prospectus. However, all the development of the project shall be as per the sanctioned layout/plans done by the development authority.

16. That the images, audio-visuals, show apartment in the marketing documents/ presentations/prospectus/ website or anywhere else by the Lead Promoter may show additional features, external views, internal views, elevations, façade, colour schemes, additional fixtures, loose furniture, etc. to provide the Applicant/(s) or prospective 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) and the committed layout and specifications are as detailed separately in this agreement and its annexures.

17. The Applicant is/are making this application with the full knowledge and understanding that the typical plans, layouts, specifications, dimensions, locations and all other vital aspects of the project and the Apartment, are tentative and indicative in as much they are subject to such changes, alteration, modification, revision, addition, deletion, substitution or recast as may by directed by the Competent Authority and/or on account of architectural design or advise. The Lead Promoter shall have the right to effect suitable alterations such as but not limited to change/alteration of plans, layouts, specifications, dimensions, locations as may be permissible and hereby give our consent to such modifications/alterations.

18. The carpet area as given above is as per approved drawings. However, the Co-Promoter shall reconfirm the final Carpet area that has been allotted to the Applicant(s) after the construction of the building is completed, by furnishing details of the changes, if any, in the carpet area the total price payable for the carpet area shall be recalculated upon confirmation by Lead Promoter. If there is any reduction in the carpet area, then Lead Promoter shall refund the excess money paid by the Applicant/(s). If there is an increase in the carpet area allotted to the Applicant/(s), shall pay an additional amount to Lead Promoter at the same rate per square meter and before taking possession of the apartment.

19. In case the Competent Authorities grant any additional FAR / construction rights over the Project Lands, the same shall be available to the Lead Promoter, to the exclusion of all others.

20. That it may be possible on account of any change in the layout or building plans or for any other reason, the project may not include the Apartment allotted to the Applicant/(s). In such an event, the Allottee shall be offered a similar Apartment at the alternate location within the Project. However, in the event there is no alternate Apartment available or if available, not accepted to the Applicant/(s), the total consideration received against the Apartment shall be refunded along with simple interest at a rate of MCLR+1% per annum from the date of receipt of each payment from the Applicant/(s) and such refund shall be made within a period of sixty (60) days.

21. That the Applicant/(s) having opted for car parking and if allotted then such car parking space shall form an integral part of the Apartment and cannot be transferred independent of the Apartment. Any additional Car parking space may be allocated upon request on a first-come-first-served basis but at the sole discretion of the Lead Promoter, subject to availability and upon payment of such charges as may be decided by the Lead Promoter. The Lead Promoter's decision in this regard shall be final.

22. The Applicant/(s) shall not have any ownership rights over the said parking. It shall only be a right to use which shall stand automatically transferred along with the transfer of the Apartment. Allotment of Car Parking space in the project shall be allotted as and where available in the project.

23. The Applicant/(s) agrees and undertakes to pay all charges on actual basis towards electricity, water and sewerage connection, electricity meter and water meter, if any, maintenance charges for upkeep and maintenance of various common services and facilities [excluding internal maintenance within the apartment] etc, as may be levied by Lead Promoter or condominium/association of apartment holders at the Project/Project or by the maintenance agency/property manager appointed for the said purpose by Lead Promoter. The Applicant/(s) acknowledge that Lead Promoter is entitled to charge advance maintenance charges for a period of 1 (one) year which will be calculated from the period starting from expiry of three months from the date of sending Offer of Possession.

24. The Applicant(s) shall permit the Lead Promoter/Promoter/their Representative, or the Maintenance Agency to enter their apartment as and when required for the purpose of performing installation, alteration, or repairs of mechanical, electrical, or civil services. Such entry will be at a time mutually convenient to the Promoter/Applicant(s). In case of an emergency, the Lead Promoter/Promoter and/or its nominated Maintenance Agency shall have an immediate right of entry.

25. That subject to the restrictions and limitations in the NOIDA Lease Deed, the Applicant/(s) may at its option raise finances or a loan for purchase of the Apartment. However, responsibility of getting the loan sanctioned and disbursed as per Lead Promoter's payment schedule will rest exclusively on the Applicant/(s). In the event, the Applicant/(s) loan not being disbursed, sanctioned or delayed, the payment to the Lead Promoter as per schedule shall not be delayed by the Applicant/(s) and in the event of default in payment as per the Payment Plan the Applicant/(s)shall be liable for consequences including cancellation of the allotment.

26. This application is non-transferable or assignable without the prior written consent of the Lead Promoter. The Applicant/(s) shall not sell, transfer, let out and/or deal with the apartment in any manner whatsoever without obtaining the prior written permission of the Lead Promoter till full amounts in relation to the apartment have been received by the Lead Promoter and Applicant/(s) has taken possession of it.

27. If any of the cheques of the Applicant/(s) gets dishonored for any reason whatsoever, Lead Promoter shall be fully entitled at its sole discretion, to cancel the Booking and to forfeit Booking cum Earnest Money along with Non-Refundable Amounts. However, Lead Promoter may, at its sole discretion, after its right to cancel the booking by charging cheque dishonor charges as applicable provide the Applicant/(s) promptly pay all the due amount along with interest. In case, the Lead Promoter persist with cancellation of Booking for the reasons of Dishonor of any cheque used by the Applicants/(s), the Lead Promoter has apart from other rights and claim against the Applicant/(s) i.e. forfeiture of Booking cum Earnest Money Amount along with Non-Refundable Amounts, the Lead- Promoter has a legal right to initiate appropriate legal proceeding against the Applicants/(s) resulting from such dishonor of cheque.

28. The Completion Time Period shall stand reasonably extended on account of (i) any force majeure events like Pandemic, Lockdown, Natural Disaster, NGT restrictions, construction ban or any delay caused by the government authorities in granting approvals, affecting the regular development of the real estate project and/or (ii) reasons beyond the control of the Lead Promoter and/or its agents and/or (iii) due non-compliance on the part of the Applicant/(s) including on account of any default on the part of the Applicant/(s). The time period lost during the continuance of above events along with such additional period till the resumption of all activities state shall explicitly excluded from agreed possession date.

29. The Applicant/(s) is aware that for the purposes of maintenance and management of the Project, the Lead Promoter would be appointing a facility management company, at its sole discretion without any reference to the Applicant/(s) and other occupants of the Project. The Lead Promoter may also retain some portion / apartments in the project which may be subject to different terms of use as may be permissible under law, and the Applicant/(s) shall not raise any objections with respect to the same.

30. That the Applicant/(s) agree(s) and undertake that before or after taking possession of the apartment or at any time thereafter, Applicant/(s) shall have no right to object against the Lead Promoter for construction or continuing with the construction of the other buildings adjoining to or otherwise in the Project.

31. That if the Applicant/(s) is having NRI/ PIO status or if is a foreign national(s) then he/she 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 such 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, the amount paid towards booking and further other payments will be returned by the Lead Promoter as per applicable rules without any interest and the allotment shall stand cancelled forthwith and that the Lead Promoter shall not be liable in any manner on such account.

32. That it shall be the responsibility of the Applicant/(s) to inform the Lead Promoter in writing if there are any subsequent changes in their Address or other relevant contact details otherwise the address/contact details given by the Applicant/(s) shall be used for all correspondence and such correspondence shall be deemed to have been received by the Applicant/(s).

    That in case there are joint Applicant/Allottee(s), all communication shall be sent by the Lead Promoter to the Primary Applicant whose name appears first and at the address given by him/her for mailing and which shall, for all purpose be considered as served on all the Applicant and no separate communication shall be necessary to be sent to the other named Applicant.

33. That upon completion of Apartment and receipt of full consideration and other charges, if any payable by the Applicant/(s), a Tripartite sublease deed shall be executed in favour of the Applicant/(s)on the format approved by the NOIDA. All expenses towards execution of the said sub-lease deed shall be borne by the applicant/(s)/allottee/(s).

34. That the allotment of Apartment is at the discretion of the Lead Promoter and the Lead Promoter has a right to reject any offer/application without assigning any reason. In the event the Lead Promoter decides to reject any offer/application for allotment of Apartment, the Lead Promoter shall not be obliged to give any reason for such rejection and any such decision of the Lead Promoter rejecting any offer/application for allotment of Apartment shall be final and binding. Further, for avoidance of doubt, it is clarified that the allotment of an Apartment pursuant to the application made by the Applicant/(s), being purely provisional in nature, cancellation of Allotment for any reasons whatsoever shall not entitle the Applicant/(s) to or give rise to a cause of action for any injunctory relief or a relief of specific performance.

35. That after execution of Agreement for Sale/Lease between the Applicant/(s) & Lead Promoter all the terms & conditions contained in the Agreement for Sale/Lease shall prevail upon the conditions contained in this application form.

36. That Stamp duty, registration charges, and other expenses incidental thereto as applicable at the time of registration of Agreement to Sale/Lease and Conveyance Deed /Sub Lease Deed in respect to the apartment shall be borne solely by Allottee/(s).

37. This application does not give me any rights or any interests in the said property and the money paid by me against this application shall be like advance/token money and this application does not make me an Allottee/(s) till the Lead-Promoter issues me an Allotment Letter or signs an Agreement for Sale.

38. That Courts at NCT of Delhi shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction. I/We, the Applicant/(s) herein do hereby declare that the above terms and conditions have been read / understood by me/us and the same are acceptable to me/us. I/We the Applicant/(s) herein unequivocally agree, affirm and undertake to abide by the terms and conditions as mentioned herein.

    Further, the Lead Promoter reserves the right to suitably amend the terms and conditions as specified herein.

FOR OFFICE USE ONLY

1. Name, Designation and Signature of the receiving officer.....
2. Amount Received .....Receipt No.....
3. Booking: Direct / Sales Organiser .....
4. Name of Sales Organiser.....
5. Registration No. of Sales Organiser.....
6. KYC done by .....
7. Application Accepted / Rejected (Along with reason of rejection).....
   .....
   .....
   .....
8. Date of Acceptance / Rejection.....
9. Apartment No. Allotted .....
10. Name, Designation and Signature of the officer approving the apartment no.....
11. Remarks, if any.....
    .....

For NIMBUS PROJECTS LIMITED

Authorised Signatory

Signature of First Applicant Signature of Co- Applicant Signature of Co- Applicant

FOR OFFICE USE ONLY

Checklist for receiving officer

	Tick please
1. Booking amount cheques/DD	☐
2. Customer's Signature on all pages of the application form	☐
3. Copy PAN Card/Form 60/Undertaking	☐
4. Address Proof and photographs	☐
5. Self attested photographs	☐
6. Copy of Cancelled Cheque	☐
7. Email ID and Mobile no. of the Applicant/(s)	☐
8. For Companies: Certified copies of MOA & AOA and Certified true copy of the Board Resolution	☐
9. For Foreign Nationals of Indian origin: Passport photocopy/Funds from NRE/FCNR A/c	☐
10. For NRI: Passport photocopy & Payment through NRE/NRO A/c	☐
11. Authorization/POA duly attested where a person is signing the application Form on someone's behalf	☐
12. For Partnership Firm: Partnership deed and authorization to purchase	☐

Sign. of Sole/First Applicant

Sign. of Co- Applicant (s)

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

Declaration and Undertaking by the Applicant | Applicants

I/We, the undersigned / Applicant(s), hereby declare, confirm and undertake as under in connection with the booking of Unit No. _____ in the project "**SUNWORLD ARISTA (PH-2 T-5,7,8,9), Club**" (the "**Apartment**"), being developed by **M/S Nimbus Projects Limited** (the "**Lead Promoter**"):

I/We acknowledge that the RERA Registration Number of the Project is **UPRERAPRJ11625.** The marketing & sales office address of the Lead Promoter is 1**010-1012, 10th Floor, Narain Manzil, 23 Barakhamba Road, New Delhi 110001.** The official websites of the Lead Promoter are **www.nimbusrealty.in www.nimbusgroup.net** and the official contact number of the Developer is **011-43020300.**

I/We further confirm that I/We have conducted my/our own due diligence, have verified all details of the Project on the RERA website, and am/are fully satisfied with all aspects of the Project.

1. **Acceptance of Documents**
   I/We confirm that I/We have carefully read, understood, and unconditionally accepted all the terms, conditions, specifications, payment plans, and provisions mentioned in this Booking Form, the Application Booklet/Brochure, and all annexures attached hereto.

2. **No Cash Payments**
   I/We acknowledge and confirm that the Lead Promoter follows a strict policy of not accepting any cash payments towards the booking amount, instalments, or any other consideration in respect of the Apartment or any ancillary services/transfer charges.

3. **Unauthorised Payments**
   I/We further confirm that no payment has been made by me/us in cash. Any cash payment, if made by me/us to any officer, employee, agent, broker, or representative of the Lead Promoter, shall be deemed unauthorised, invalid, and not binding upon the Lead Promoter. I/We hereby expressly and irrevocably waive all claims, demands, or liabilities against the Lead Promoter arising out of such unauthorised payments and undertake to bear sole responsibility for the consequences thereof.

Signature of First Applicant | Signature of Co- Applicant | Signature of Co- Applicant

4. **No QR Code Payments**
   I/We am/are aware that the Lead Promoter does not have any QR Code and does not accept QR Code payments or cash payments from customers for booking or for any other transaction related to the Apartment.

5. **Payments from Applicant's Own Account Only**
   I/We undertake that all payments towards booking amount, instalments, dues, charges, or any other consideration shall strictly be made only from my/our own bank account(s). No payment shall be made from any third party or any entity not recorded as an Applicant (Allottee) or Co-Applicant (Co-Allottee).

6. **Third-Party Payments**
   I/We acknowledge that any payment received or attempted to be made from a third party shall be liable to be rejected, and the Lead Promoter shall not be responsible for any consequences arising therefrom.

7. **Permitted Modes of Payment**
   I/We confirm that all payments shall be made only in favour of the Lead Promoter through permissible banking channels such as Demand Draft, Cheque, NEFT, RTGS, or IMPS.

8. **Reporting of Illegal Demands**
   If any person demands cash payment or offers any services or benefits in lieu of cash in connection with the booked Apartment, I/We undertake not to comply with such demand and shall immediately report the same to the Lead Promoter at info@nimbusgroup.net.

9. **No Liability for Payments to Agents/Brokers**
   The Lead Promoter shall not be responsible or accountable for any payment made to any agent, broker, or third person. Any claim of cash payment made by the Allottee(s) shall be summarily rejected, and the Lead Promoter shall bear no liability whatsoever for such payments.

Applicant(s) Signature(s): _____

Name(s): _____

Date: _____

Place: _____

Signature of First Applicant Signature of Co- Applicant Signature of Co- Applicant

NIMBUS®

REALTY

ISO 9001:2015

NIMBUS PROJECTS LIMITED (LEAD PROMOTER)

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Uttar Pradesh-201305

For Sale Queries Call: +91 8695707070 | Email: crm@nimbusrealty.in
www.nimbusrealty.in / www.nimbusgroup.net

ADITYA BIRLA CAPITAL
HOME LOANS

PROJECT LENDER DETAILS-

"Project is mortgaged with and funded by Aditya Birla Housing Finance Limited. No objection Certificate / Permission to Mortgage from Aditya Birla Housing Finance Limited will be provided for sale of flats".

Disclaimer: This is not an legal offer, an invitation to offer and/or commitment of any nature. The images include artistic impressions and stock images The details of Project, Apartment/Unit including but not limited to designs, dimensions, cost facilities, plans, images, specifications, furniture. accessories, paintings, items, electronic goods, additional fittings/fixtures, decorative items, false ceiling including finishing materials, specifications, shades, sizes and colour of the tiles and other details shown in the images are only indicative in nature and are only for the purpose of illustrating/indicating a possible layout and may not form part of the standard specifications/amenities/services to be provided in the Project, Apartment/Unit intending buyers are advised to use their discretion in relying on the information/amenities described/shown therein, All specifications of the Project, Apartment/ Unit shall be as per the documents/information uploaded by the company on the website of UPRERA and the agreement between the parties.