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GYGY INFRADESIGN PVT. LTD.

CIN No. U70101DL2015PTC285230

Registered Office

Plot Number -452 | 2nd Floor
Sector -19 | Dwarka | New Delhi - 110 078

Sales Gallery | Project Site

Plot Number -02 | Sector -140
Noida | Uttar Pradesh - 201 305

T +91 9990 282 828

E info@gygygroup.com

W gygygroup.com



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A WORKSPACE THAT EARNS YOU A FORTUNE BY SAVING YOU A FORTUNE.



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To _____

Dear Sir/Ma'am,

I/We the Applicant(s) understand(s) that _____ (hereinafter called (the "Company")) having its Registered Office at _____ is developing an IT/ITES project by the name _____ at _____

hereinafter called as the "SAID PROJECT".

I/We wish to register my/our expression of interest for the provisional allotment of _____ in the "said project", of the "Company".

Pursuant to acceptance of my/our application form followed by allotment; I/We undertake to pay the total consideration of the Unit and all other charges and as may be intimated by the Company from time to time. All such payments shall be made by me/us in the manner set out in the payment schedule which shall form part of the definitive documents of allotment and the necessary agreement/s which shall be executed between me/us and the Company in the format provided by the Company.

I understand that this application is a mere request for provisional allotment and the same does not constitute or create any Right, Title or Interest whatsoever in my/our favour in respect of the Unit applied for, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. In the event the Unit is allotted to me/us, I/We undertake to pay all instalments and all other dues, charges and taxes including any enhancement or fresh incidence of tax in terms of the Payment Plan opted, as stipulated in this application or as may be required by law or demanded by the Company in future.

I/We have gone through the sanctioned drawings/layout plans and location of the Unit to be allotted.

I/We hereby enclose a Cheque/Demand Draft No./RTGS _____, dated _____ drawn on _____ Bank _____ Branch for an amount of Rs. _____/- (in words only)

as and by way of the application money.

Signature of Sole/First Applicant

Signature of Second Applicant

My/Our particulars are given below for your reference and record:

1. FIRST APPLICANT

Mr./Mrs./M/s _____ Son/Wife/Daughter of _____
Date of Birth Nationality _____
PAN No. _____ Aadhar No. _____
Nominee Name _____
Correspondence Address: _____

PIN Permanent Address: _____

PIN Tel. No.: _____ Mobile: _____
Email Id: _____ Office Address: _____

PIN Designation: _____
Contact No. Office: _____ Mobile: _____
E-Mail ID: _____ Passport No. (For Non-Resident/Foreign
National of Indian Origin): _____

2. SECOND APPLICANT

Mr./Mrs./M/s _____ Son/Wife/Daughter of _____
Date of Birth Nationality _____
PAN No. _____ Aadhar No. _____
Nominee Name _____
Correspondence Address: _____

PIN Permanent Address: _____

PIN Tel. No.: _____ Mobile: _____
Email Id: _____ Office Address: _____

PIN Designation: _____
Contact No. Office: _____ Mobile: _____
E-Mail ID: _____ Passport No. (For Non-Resident/Foreign
National of Indian Origin): _____

Signature of Sole/First Applicant

Signature of Second Applicant

3. PAYMENT PLAN

(Tick the chosen plan)

- A. Down payment plan ☐
B. Special payment plan ☐
C. Construction linked plan ☐

Please Specify

4. PARTICULARS OF SPACE/BOOKING

- (i) Type of Product: _____
(ii) Tower: _____ (iii) Floor: _____
(iv) Super area: _____ sq. ft. (_____ sq. mt.)
@ Rs. _____ /- p.s.f.
(v) Nature of Business: IT/ITES
Cheque/Draft in favor of “ _____ ”

5. MODE OF BOOKING

Direct ☐ Broker ☐

Broker Details _____

Company Executives _____

S. No.	Particulars	Charges	Total
1.	Area (Sq. Ft.)		
2.	Basic Sales Price	PSF	
3.	Lease Rent	PSF	
4.	External Electrification Charges	PSF	
5.	Fire Fighting Charges	PSF	
6.	PLC Plaza Front Corner/Standard (Mandatory)	PSF	
7.	Floor PLC (Mandatory)	PSF	
8.	Interest-Free Maintenance Security	PSF	
9.	Power Backup		
10.	Car Parking Charges		
11.	Club Membership		
12.	Other charges, if any		
13.	Total consideration		

Date _____ Place _____

Signature of Sole/First Applicant

Signature of Second Applicant

For Office use only

Application received on _____

Special remarks (if any) _____

Signature

Signature of Sole/First Applicant

Signature of Second Applicant

Terms & Conditions

1. The Applicant(s) shall sign all the pages of this application in token of his/her acceptance of the terms and conditions stipulated herein.
2. Notwithstanding the fact that the Company may have issued an acknowledgement by way of a receipt for the money tendered with this application, the Applicant(s) have clearly understood that this application is only a request/offer of/by the Applicant(s) for the allotment of a Unit and does not constitute any allotment or an agreement between the Applicant(s) and the Company and the Applicant(s) are not vested with any right, entitlement and interest until the final allotment of the Unit is made by the Company in the said project.
3. The Company shall have absolute discretion and be entitled to accept or reject this application and may allot the desired Unit to any other person, or may decide not to allot any Unit or altogether decide to modify or cancel the said project itself, before issuing the allotment letter, without assigning any reason whatsoever. In this case, the application money or any other amounts paid by the Applicant(s) shall be refunded to the Applicant(s) without interest. It is clarified that deposits of the cheques shall not amount to the acceptance of the application.
4. The Applicant(s) has/have satisfied himself/ herself that M/s. _____, a Company registered under the Companies Act 2013, having its Registered Office at _____, is developing and constructing _____ Sq. Mt. area (“Lessee”), situated at (“Said Land”) and is sufficiently entitled to develop, sell and deal with the said Project proposed to be constructed on the said land in respect of which _____ Authority, (the “Lessor”), has executed Lease Deed in favour of _____ vide lease dated _____ as registered with Sub Registrar, _____. The Lessee has authorized the Company, to develop/construct the said Project on the said land and to sell, market, deal, negotiate, sign and execute Agreement, Sub-Lease Deed etc. with the Applicant(s)/ prospective purchasers/ buyers at the rates and Terms and Conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name from Applicants own resources including Loans, if any.
5. The Applicant(s) represents & acknowledges that he/ she has inspected the relevant documents/ papers and has carried out due diligence and is fully satisfied with the Right, Title and Interest of the Company to the Said Land and has understood all limitations and obligations of the Lessee/ Company/ Contractor/ Broker in respect thereof. The Applicant(s) undertakes not to hereinafter raise objections with respect to the Lessee/ Company /Contractor’s Right/ Title/ Interest/ Entitlements in the Said Land and rights to sell and develop the said Project.
6. The Applicant(s) has tendered this Application for provisional allotment of a Unit in the Project based upon his own due diligence and without relying on any alleged representations and assurances of the Company or any of its representatives or agents or brokers and with full cognizance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the Unit from the Company (which shall refer not only to the physical condition of the Said Land and Unit, their contents/ inclusions at the time of this sale but also to the condition of the Title or other Evidence(s) of ownership and the extent and state of whatever Rights, Interests, Entitlements and Participation over the Said Land and Unit with the Company at the time of the Sale) without any recourse to warranties implied in terms hereof. The applicant(s) has studied the market and available products and taken a conscious decision to apply for a Unit in the Project without any undue influence or force by whatever means.
7. The Applicant(s) understands that the area of the Unit may be subject to certain changes for any reason(s) beyond the control of the Company. I/We understand that the marketing plan/brochure is only a mere indication of the said project. The areas in the drawings are reasonable estimates and are subject

Signature of Sole/First Applicant

Signature of Second Applicant

to change, to which the Applicant(s) will never object and provide a consent letter, if any, required. The Company reserves the right to change the design, elevation, specifications, amenities and facilities, plans, etc. of the project as in accordance with applicable laws; including change in FAR etc. as the case may be, due to aesthetic reasons or to meet the planning/regulatory requirement or for any other reasons.

8. The Applicant(s) agree(s) that changes in respect of the Unit shall not vary by more than 10% from what has been stated in the application, if any. In the same manner and may be communicated to the Applicant(s) by the Company, which shall be binding on the Applicant(s), who shall be liable to pay for any additional charges etc. that may be demanded by the Company due to such changes in the Unit. "It is also agreed by the Applicant(s) that the Company shall also have right to change the Unit allotted to the Applicant(s) anytime until before the Tripartite Lease Deed is executed and Registered Possession is given".
9. The Applicant(s) clearly and unequivocally understand(s) that any rights and entitlements shall accrue only pursuant to the allotment is made by the Company in his/her/their favour and the necessary agreements to sell/definitive documents is/are signed and all terms and conditions are duly complied with, by the Applicant(s). The Applicant(s) agree that in the event of the Company not accepting his/her/their application for any reason whatsoever, the Applicant(s) shall have no claim, right, entitlement, title, interest or lien on the said Unit and shall not raise any objection for non-allotment.
10. The Applicant(s) clearly and unequivocally understand(s) that the Company is not required to and will not forward any reminder to the Applicant(s) to comply with any or all of the obligations under this application and the future (definitive) documents to be entered into. It shall be the sole responsibility of the Applicant(s) to comply with his/her/their duties and obligations, as set out under this application and the Agreement to sell/ Definitive Documents to be entered into as stated hereinabove.
11. Earnest Money shall be and mean 15% of the Total Sale Consideration. In the event that before the allotment letter is issued, the Applicant(s) withdraw(s) or cancels this application, the Company shall be entitled to forfeit the earnest money.
12. The Applicant(s) shall pay the total consideration of the Unit and other charges as applicable as per schedule provided by the Company. All cheques/demand drafts payable by the Applicant(s) should be drawn in the name of _____ payable at Noida/Delhi Only.
13. After the allotment letter is issued by the Company, if the Applicant(s) fail(s) to sign and execute the necessary Agreement/ Definitive Documents for the allotted Unit or fail(s) to make payment of the amounts on the due dates/within the prescribed time period or if any of the cheques of the Applicant(s) are dishonored for any reason whatsoever, then the Company shall be entitled, at its sole discretion, to cancel the allotment of the Unit and forfeit the entire earnest money. The Applicant(s) will also not be entitled to the refund of amounts paid towards interest on delayed payment in any of the above circumstances.
14. All over-due payments from the Applicant(s) shall attract interest at 18% per annum from the date they fall due till the date of receipt of payment.
15. Super area means the total of covered area, inclusive of the area under the periphery walls, area under columns and walls plus proportionate share of areas utilized for common use and facilities.
16. The Applicant(s) hereby agrees that the Company shall have the right to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitisation of his respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the Unit being made free of any encumbrances at the time of execution of the Conveyance/ Sale Deed/ Sub Lease Deed in favour of the

Signature of Sole/First Applicant

Signature of Second Applicant

Applicant(s) or his nominee(s). The Company/ Financial Institution/ Bank shall always have the first lien/ charge on the Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the Project.

17. The preferential location charges (PLC) are the charges levied in respect of certain types of units owing to their description and location within the project. The Applicant(s) agree(s) that in case he/she has opted for a Unit of such description and location, he/she/they shall be liable to pay the PLC, computed on the basis of super area of such Unit, as part of the Sale Consideration.
18. The Applicant(s) agree(s) that they have been informed and are aware that only written and signed commitments from authorized signatories of the Company will be honored and that oral statements or representations or commitments will not bind the Company and will not be relied upon by the Applicant(s).
19. Non-payment of any of the additional charges and maintenance charges within the time specified shall also disentitle the Applicant(s) to the enjoyment of the common areas and other common services.
20. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the Applicant(s) to the Company in respect of the Unit.
21. The Applicant(s) agree(s) that in the case due to any legislation, order, rule or regulation made or issued by the NOIDA/Government/ RERA or any other authority or if the Competent Authority(ies) refuses, delays, denies the grant of necessary approvals/permissions for the space in the said Project or if any matters/issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become the subject matter of any suit/writ before any court of law or due to force majeure conditions, the Company after provisional and/or final allotment, is unable to deliver the Unit to the Applicant(s), the Company shall refund the amount paid by the Applicant(s) without any interest, taxes or compensation whatsoever.
22. The Applicant(s) shall get his complete address registered with the Company at the time of allotment of Unit and further it shall be his/her/their responsibility to inform the Company by sending a letter Registered A.D. about all subsequent changes in the address, failing which, all demand notices and letters shall be posted at the first address written in the Application, the applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom. In all communications, the Applicant shall write the Unit No. clearly.
23. In case there is joint Applicant(s), all communication shall be sent by the Company to the Applicant whose name appears first in the Application, at the address given for mailing and which shall for all purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named joint Applicant(s).
24. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to allotment/purchase of the Unit are made by non-resident(s) / foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfil its obligations under the allotment letter or the definitive documents. Any implications arising out of any default by the Applicant(s), shall be the sole responsibility of the Applicant(s). The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this application, it shall be the sole responsibility of the Applicant(s) to

Signature of Sole/First Applicant

Signature of Second Applicant

intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws.

25. Any dispute of any kind related to the Unit allotted to the Applicant(s) shall be resolved by a Sole Arbitrator appointed by the Company in consultation with the Applicant(s)/ Allottee(s). The venue of arbitration shall be Delhi and the courts of Delhi shall have jurisdiction. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act as amended. Both parties shall be bound by the Award given by the Arbitrator.
26. It is understood by the Applicant(s) that the Company is not required to send reminder/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this application and those to be set out in the allotment letter and/or Agreement to Sell or any modifications thereof and the Applicant(s) is required to comply with/fulfil all such obligations on its own and pay the same forthwith on demand.
27. The Applicant(s) agrees that if the Government/ Concerned Authority imposes any charges in respect of any other facilities, or additional cost of land whatsoever, the same shall be payable by the Applicant(s) proportionate to his share in the development as and when demanded by the Company.
28. Courts in _____ alone shall have jurisdiction in case of any dispute.
29. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

Declaration

- I/we have signed and submitted this application and paid the amount payable thereof being fully conscious of my/our liabilities and obligations.
- I/We agree to sign and execute all the necessary agreements and other definitive documents as and when desired by the Company within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/expenses incidental hereto and I/We agree to be bound by the terms of the said agreements/documents.
- I/We have read and understood the “Terms and Conditions” mentioned in this application form and agree to be bound by the same.
- The terms and conditions mentioned herein shall be in addition to the terms and conditions of the necessary agreements/definitive documents.
- I/We the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.
- I/We understand that this application shall be treated as complete on when this application form is duly filled and signed by the applicant(s) and is supported by all the necessary documents mentioned.
- I/We understand that unsigned or incomplete application can be rejected by the Company at its sole discretion. I understand that if the particulars submitted by me/us are found to be incorrect/suppressed or any vital information is concealed from you for the purpose of availing the booking in your project then you shall have discretionary right to cancel my booking/allotment at any time without serving any notice or assigning any reason to me/us.

Signature of Sole/First Applicant

Signature of Second Applicant

Note 1: Please note that in case of any discrepancy, the figures indicated in the rate column shall prevail over the total amount payable column.

Note 2: All taxes, GST Charges, levies, statutory charges, stamp duty, fees etc. (by whatever names they be called) applicable on the Unit or on any payment made or to be made by Applicant(s) shall be borne & paid by the Applicant(s). Further, if any taxes, levies, statutory charges, fees etc. is imposed on the Complex or on the Land, Applicant(s) shall pay the same in proportion to the super area of the Unit.

Note 3: All expenses including Stamp Duty, Registration Fee, leasing fees, Legal and miscellaneous charges involved in its execution and registration including renewals thereof (if any) shall be borne by Applicant(s).

DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM

I/We have enclosed herewith copies of the following documents for records & reference.

- (i) Proof of residence: Voter's Identity Card(s)/ Passport(s)/ Driving License(s)/ Aadhar Card(s)
- (ii) PAN card(s)

(Additional documents in case of artificial persons like company/society/firm/any entity)

- (i) Memorandum and article of association
- (ii) Resolution in favour of signatory passed by Board /Governing body (in original)

(Additional documents in case of partnership firm)

- (i) Partnership deed
- (ii) Letter of authority signed by all partners in favour of signatory

(Additional documents in case of Foreign Nationals, PIO & NRIs)

- (i) Passport & document regarding payment through NRE/NRO account:

RERA Registration:

Signature of Sole/First Applicant

Signature of Second Applicant