



BOULEVARD WALK

BY H & S

APPLICATION FORM FOR PROVSIONAL BOOKING.

REGAL EMPORIA INFRATECH PRIVATE LIMITED

Tapasaya Corp Heights
Sector – 126, NOIDA
District Gautam Budh Nagar – 201301 (U.P.)

Dear Sir/Madam,

I/We submit this application for registration of my/our provisional allotment of a Commercial space/unit (as per details given below) in the Commercial Complex named as “BOULEVARD WALK” (hereinafter referred to as the “said Project”) being developed by **REGAL EMPORIA INFRATECH PRIVATE LIMITED** (hereinafter referred to as “DEVELOPER”) under lawful arrangement on land measuring 20235 sq. mtr. situated in Commercial plot No. C-2, Sector – 4, Greater Noida, District Gautam Budh Nagar (U.P.) (hereinafter referred to as the “said Plot”). The said Plot is held by **REGAL EMPORIA INFRATECH PRIVATE LIMITED** (being the Lead member of SPV) as per the terms and conditions of the lease deed duly executed and registered by the Greater Noida Industrial Development Authority (GNIDA) is favour of **REGAL EMPORIA INFRATECH PRIVATE LIMITED** on 19.10.2012 vide Book No.1, Bahi No. 1 Volume No.- 11797 at pages 45 to 80 bearing registration no. 20074.

Details of the Commercial Space (“Unit”): Retail Office Space Virtual Space Service App

(i) Unit No. _____ (ii) Floor _____ (iii) * Super Area _____ Sq. ft. (_____ Sq. mtr.) @ Rs. _____/- p.s.f.

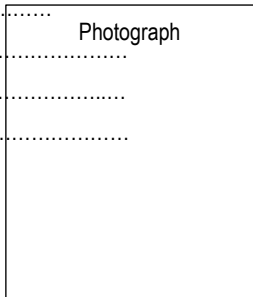
* Super Area means the total of covered area, inclusive of the area under the periphery walls, area under columns and walls plus proportionate share of areas utilized for common use and facilities. (1 Sq.Mt= 10.764 Sq. Fts)

I/We remit herewith a sum of Rs. _____/-

(Rupees _____ Only) vide Bank Draft/Cheque No. _____ dated _____ drawn on _____, as registration/ booking amount which may be treated as earnest money in respect of the said Commercial Space/Unit. Booking amount should be 10% of Total Sale Price/Consideration . Below 10% booking will be treated as non-confirmed.

My/Our particulars are given below: -

FIRST/SOLE APPLICANT Mr./ Mrs./ Ms.....
Son / Wife / Daughter of Mr.
Date of Birth Profession Designation
Company /Firm Name /Resolution date
Nationality Marital Status..... No. of Children.....
Residential Status: Resident Non-Resident Foreign National of Indian Origin
Residential Address
Regd. Office address (in case of Company/ Firm)
Tel. Res. Off Mobile.....
Fax No. E-Mail ID
Income Tax Permanent Account No./ Ward No. Passport No.



Signature First Applicant: _____

Signature Second Applicant: _____

SECOND APPLICANT Mr./ Mrs./ Ms.

Son / Wife / Daughter of Mr.

Date of Birth Profession Designation

Company /Firm Name /Resolution date

Nationality Marital Status..... No. of Children

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

Residential Address

Regd. Office address (in case of Company/ Firm)

Tel. Res. Off Mobile.....

Fax No. E-Mail ID.....

Income Tax Permanent Account No./ Ward No. Passport No.

Photograph

I/We have carefully examined all the relevant documents concerning the project personally as well as through a Legal Consultant and am/are fully satisfied about the title of the land and Developer's right to develop, construct, promote, brand, market and sell the project, receive applications for booking and make provisional allotment of commercial space/unit, formulate terms and conditions for provisional allotment, to receive the costs and charges as may be payable for the commercial spaces, sign and execute the Buyer Developer Agreement and sub lease deeds and execute all such other documents as may be required and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.

I/We have fully reviewed and understood the 'Terms and Conditions' of application for provisional allotment and am/are submitting this application form ("Application") after being completely satisfied with all aspects of the Project and the commercial space/unit .

I/We have annexed all documents as required to be submitted along with this Application and understand and acknowledge that if the Application is incomplete or deficient in any respect including required documentary evidence, it shall be summarily rejected without further recourse.

In the event of the Application being accepted, I/we agree to pay the Total Consideration of the commercial spaces as well as other charges, labour cess, , , VAT, service tax, other applicable taxes, cesses, levies , any tax/taxes that may be imposed in future etc. as stipulated or as are otherwise applicable strictly in accordance of the payment plan opted by me /us simply for the reason that timely payment of dues is the essence of the present provisional allotment. All such payments shall be made by me/us in the manner set out in the agreed Payment Plan and as may also be set out in the Buyer Developer Agreement.

I/We hereby confirm that I/we have understood the provisions of applicable laws and rules therein and regulations in respect of this application and the Project and thus, warrant, covenant and unconditionally undertake to faithfully abide by the terms and conditions of this Application and comply with the provisions of such laws/rules/regulations, as amended from time to time, as applicable and shall not claim ignorance or lack of understanding of the same as any defense in relation to this Application and/or the Project at any time of the provisional allotment.

I/We ,hereby, enclose a Cheque/Demand Draft No. _____ dated_____ drawn on Bank, _____ Branch _____ for an amount of Rs. _____ (Rs. _____ Only). I / We hereby confirm that 10% of Total Cost of the commercial space/unit shall be treated as 'Earnest Money' by the Developer for the provisional allotment and the same shall be forfeited by the Developer as per the terms mentioned herein.I/We further understand that this Application will be deemed as valid and proper only on realization of the amount tendered with this application. I/We shall sign and execute, as and when required by the Developer, the Builder Buyer Agreement on the standard format of the Developer, copy whereof has been seen and terms therein have been understood by me/us.

- Note: (i) All Cheques/Drafts to be made in favour of "**Regal Emporia Infratech Pvt. Ltd.**" payable at NOIDA/Delhi only.
 (ii) Person signing this application on behalf of other person/firm/Company shall file proper Authorization/ Power of Attorney/ Resolution.

I/We the above named applicant(s) do hereby declare that the particulars given by me/us are true and correct and nothing has been concealed therefrom. The provisional allotment against my/our application shall be subject to the terms and conditions attached to this application form and as may be comprehensively set out in the Builder Buyer 'Agreement'. The terms thereof shall be applicable to my/our legal heirs and successors. I/We undertake to inform the DEVELOPER of any change in my/our address or in any other particular/information, given above, till the Commercial Space/unit is registered/allotted in my/our name(s), failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the DEVELOPER shall be deemed to have been received by me/us. I/we have read and signed all the pages of this application form and the "Payment Plan" after fully understanding the contents thereof.

Signature First Applicant: _____

Signature Second Applicant: _____

PARTICULARS	DETAILS	AMOUNT (inRs.)
A. Basic Sale Price (BSP)	@Rs.....per. Sq. Ft. (Rs.....per .Sq. Mtr.)	
B. Additional Charges		
(i) CPS (Car Parking space)	@ Rs.....	
ii) EEC / FFC	@Rs.....per. Sq. Ft. (Rs..... per .Sq. Mtr.)	
(ii) Sinking Fund	@Rs.....per. Sq. Ft. (Rs..... per Sq. Mtr.)	
(iii) PLC (if applicable)	@Rs.....per. Sq. Ft. (Rs..... per Sq. Mtr.)	
(iv) Lease Rent	@Rs.....per. Sq. Ft. (Rs..... per Sq. Mtr.)	
(v) Interest Free Maintenance Security	@Rs.....per. Sq. Ft. (Rs..... per Sq. Mtr.)	
(iv) Power Backup	@Rs.....per. Sq. Ft. (Rs..... per Sq. Mtr.)	
(iv) Other Charges If Any	Rs.....	
TOTAL (A + B)		
Stamp Duty, Registration Fee , service tax, and all other applicable taxes as per law, allied charges for execution and registration of Conveyance/sub-lease Deed will be additionally payable by the applicant before taking over possession.		
Mode of Booking	Direct	Dealer
If through Dealer	(Name & Contact no.)	Signature with Stamp

Name of the Applicant(s)

Signature of the Applicant(s)

FOR OFFICE USE

Indicate Type of Account of Applicants (for NRE/NRO/Foreign Nationals) _____

Application Processed by _____

Date _____

Place _____

Check List

In case of individual/HUF: (Self attested)

Copy of Proof of residence (Voter ID/ Passport/ Driving License).
Copy of photo PAN Card.
Authorisation from other co-parcenors of HUF, if applicable.
Passport size photograph of the applicant.

In case of Partnership Firm/ Company (Self attested)

Copy of PAN Card.
Memorandum & Articles of Association.
Board Resolution.
Deed of Partnership (if applicable).
Authorization Letter from Partner

Note: - a. All documents should be self-attested with date.

b. The Developer may seek additional documents and/or information as may be deemed necessary or which may otherwise be required for compliance of Applicable Laws and/or to validate/substantiate any information provided herein and it shall be obligatory for the Applicant(s) to provide the same.

PAYMENT PLAN

DOWN PAYMENT PLAN	FLEXI PAYMENT PLAN	ANY OTHER PLAN
SIGNATURE	SIGNATURE	SIGNATURE

Signature First Applicant: _____

Signature Second Applicant: _____

TERMS AND CONDITIONS

The Terms and Conditions of this application for provisional allotment are given below and the same have been understood, consented & acknowledged by the Applicant(s) beyond reasonable doubt and shall be binding upon him/her. The terms and conditions are merely indicative and are more comprehensively set out in the Buyer Developer Agreement:-.

1. The Applicant(s) has applied for provisional allotment of the Commercial space/unit and acknowledge(s) that he/she has seen and carefully examined all deeds/ documents / papers in relation to the Project, including but not limited to the title documents, building plans / sanction and other approvals obtained from the Competent Authority and the present Application has been made after being fully satisfied about the rights, title and interest possessed by the Developer over the same and with full knowledge of all laws / notifications and rules applicable to the Commercial project development in general and the said Project in particular.
2. That the timely payment of Installments as indicated in the agreed Payment Plan is the essence of the present application for provisional allotment. If the payment is not received within the stipulated period or in the event of breach of any terms and conditions of the present application form, the provisional allotment shall be cancelled and balance payment will be refunded without any interest/compensation, after deduction of earnest money i.e 10% of the total price of the Commercial space/unit. After cancellation, the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said provisionally allotted Unit and the Developer shall thereafter be free to resale and /or deal with the said Commercial space/unit in any manner whatsoever at its sole discretion. In case the Developer, in its absolute discretion, allows any latitude in the payment of the delayed installments, interest @ ___% per month or for any part of a month will be charged for the period of delay in making the payment.
3. For preferentially located Commercial space/unit, extra charges as given in the payment plan shall be paid additionally by the Applicant(s). It is also agreed that if due to any change in the lay out plan if any allotted Commercial space/unit becomes preferentially located later on, then the Applicant(s) shall be liable to pay PLC as calculated and demanded by the Developer against such Commercial space/unit. Similarly in case any preferentially located Commercial space/unit ceases to be so located, the Developer shall be liable to refund/adjust extra charges paid by the Applicant(s) for such preferential location without any damages or compensation. Such refund shall be made/adjusted in the last installment as stated in the payment plan opted for by the Applicant(s).
4. That in case Applicant(s) wants to avail a loan facility from any Bank/Financial Institution/Agency to facilitate the purchase of the said Unit, then the Applicant(s) shall arrange / avail the loan facility from Bank/Financial Institution/Agency on his/her own and the Developer shall not be responsible or liable for the sanctioning and /or non sanctioning of the same in any manner whatsoever. The Applicant(s) shall ensure and confirms that the installment as stipulated in payment plans are paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.
5. The Applicant(s) agrees and acknowledges that the Project is in development stage and that there could be deviations, at any stage, including but not limited to the location, number, size(super area and/or carpet area) etc. of the Commercial space/unit. The marketing plan(s)/brochure(s) are only descriptive of the proposed Project and the Developer reserves the right to change the design, specifications, layout, amenities and facilities, area, plans, etc. of the Project. Any such change shall however be subject to the approval/sanctions of the Competent Authority. In case of increase in super area of the Commercial space/unit, the Applicant(s) shall be liable to pay the price of the increased area as per the prevailing company policy. If due to any reason the super area of the Commercial space/unit decreases then the Developer shall be liable to refund /adjust the amount in the last installment as stated in the payment plan opted for by the Applicant(s).
6. The Applicant(s) also acknowledges that the area, specifications etc. of the Commercial space/unit are tentative and the design, specifications, location and amenities and facilities, etc. of the Commercial space/unit and/or Project may change as may be deemed necessary by the Developer in the best interest of the development of the Project or as otherwise may be required by the Competent Authority due to which the dimensions, position and numbering of the Commercial space/unit might require to be changed without notice to the Applicant(s). Any changes made and approved by the Competent Authority shall automatically supersede the present layout plan and other plans.
7. That the Applicant(s) agrees to pay directly or if paid by the Developer then to reimburse to the Developer on demand all govt. charges, rates, cesses, labour cess, property taxes, wealth tax, service tax any other tax/duty/charges of all and any kind by whatever name called, whether levied or livable now or in future, as the case may be, shall be borne and paid by the Applicant. Further the Applicant(s) shall be liable to pay property tax, firefighting tax or any other tax, fee or cess as and when levied by a local body/ concerned Authority and Govt.. In the event of any increase in such taxes, rates, cesses or charges, whether prospective or retrospective, the same shall be treated as unpaid sale price of the said Commercial space/unit and the Developer shall be entitled to claim/recover the same from the Applicant(s).

Signature First Applicant: _____

Signature Second Applicant: _____

8. In case the Applicant(s) opts for a payment plan with assured return, the Applicant(s) shall be entitled to get returns as per the terms and conditions of the said plan, provided the Applicant(s) has made the complete payment at all stages in accordance with the said opted plan. In case of default in payments as per opted payment plan, Developer shall be released/ discharged from its liabilities to pay assured returns to Applicant(s). However if Applicant(s) subsequently makes the due payment with interest, Developer shall resume payment of assured return as per said payment plan from the said date. Amount of interest paid by Applicant(s) shall never be included for calculation of assured return. In case of bookings with second Applicant, returns would be paid in the name of the first Applicant only. The value of assured returns shall always and under all circumstances, be calculated on the Basic Sale Price and not on any other charges that may be applicable to the said Commercial space/unit.
9. That the Developer shall give possession of said Commercial space/unit in raw/bare shell condition. Applicant(s) shall do flooring, internal wiring, internal settings, and painting of walls/doors/windows, install necessary fixtures and electrical accessories and do other works of internal decoration in said space in accordance with fit-out policy of said complex. The Developer shall provide one point connection for installation of the Air Conditioning systems in the said Commercial space/unit (lockable) however the cost of the Air Conditioning unit and its accessories shall be borne by the applicant(s).
10. That Developer shall endeavor to offer possession of said Commercial space/unit for fit outs within a period of 4(Four) years from the date of signing of the Builder Buyer Agreement for said Commercial space/unit. In case of delay in possession beyond the projected time period plus 6 months of grace period, the Applicant(s) shall be given delay penalty @ Rs._____ /- per sq ft (super area) per month to the Applicant(s).. In case the provisional allotment has been applied by the Applicant under the scheme of Assured Returns, then the Developer shall keep paying the assured returns until the date of offer of possession.. However, if the possession is delivered before the committed date for possession, the applicant(s) shall not be entitled to the assured returns which will immediately stop after offer for possession. It is informed that the delayed penalty clause shall not be applicable in case the Applicant(s) is availing assured returns scheme. The time consumed in obtaining the Completion/Occupancy Certificate after construction shall be excluded from the period of completion of the project as committed by the Developer.
11. It is further agreed and confirmed that the project shall be executed and completed in a phased manner in accordance with the construction schedule. The towers which are in the first phase shall be constructed first and possession of the lockable Commercial space/unit shall be handed over to the Applicant(s) accordingly. All major common facilities shall be completed and provided only after completion of construction of all phases. However all services necessary for making use of said Commercial space/unit like air conditioning, power back up, etc. shall be activated at the time of delivery of possession of said Commercial space/unit.
12. That after receiving the letter of offer of possession, the Applicant(s) shall within time stipulated, take possession of the Commercial space/unit by getting executed the Sub Lease Deed, Maintenance Agreement and /or any other documents as may be required. If the Applicant(s) fails to take possession within the time period prescribed, then the Applicant(s) shall pay to the Developer holding charges for the entire period of delay in taking possession/executing the required documents including the Sub Lease Deed whichever is later. The rate/amount of Holding Charges shall be equal to the rate/amount of delay penalty as offered by the Developer in case of delay in possession.
13. That it is agreed by the Applicant(s) that the possession of the provisionally allotted Commercial space/unit shall be given only after the payment of all dues by the Applicant(s) i.e Total Cost of Unit, Preferential Location Charges, Escalation Charges, applicable Taxes etc and upon execution and registration of the conveyance deed of the Commercial space/unit.
14. That all the charges expenses, stamp duty, official fee, incidental charges etc towards the execution and registration of Sub Lease Deed including documentation shall exclusively be borne by the Applicant(s) alone. The Applicant(s) agrees and undertakes to get executed and registered the Sub Lease Deed immediately after receiving intimation from the Developer in this regard.
15. That for the computation purposes, the Units are being allotted on the basis of super area, which means and includes built up covered area of the unit plus proportionate share falling under corridors, stairs, passages, lobbies, projections and architectural features, lift wells and rooms, mummies, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the block of complex. The built-up covered areas of the Unit includes the entire carpet area of the unit. internal circulation area and proportionate area under internal and external walls and balconies. The built up area shall be measured from outer edge of the wall if it is not common and from the center of the wall if it is common.
16. That the final super area of the provisionally allotted Unit will be intimated after final physical measurement post construction and obtaining the Completion/Occupancy Certificate. In case of variation in actual super area vis-à-vis booked/allotted super area, necessary adjustments in cost plus or minus, will be made at the rate prevalent at the time of the booking. Similar measurements and calculations will be done for exclusive lawn and terrace area also wherever applicable as per the terms of the Buyer Agreement

Signature First Applicant:_____

Signature Second Applicant:_____

17. Applicant(s) understands that expression 'Lockable space' shall mean space which is enclosed between walls made from such material as maybe considered appropriate by Developer with door for ingress/egress. Assured Return on 'lockable space' shall only be applicable in the event if the applicant (s) opts for such an option available under the particular payment plan. Expression 'Unlockable space/ Virtual Space' shall mean undivided open space in said complex. Applicant(s) further understand that at no point in time, the Applicant(s) will be ever entitled to take physical possession of the said spaces. In case of 'Unlockable space/ Virtual Space', the applicant shall only entitled to "assured returns" until the time of possession and "assured rentals" for a period of 3 years after the handing over of the possession at the rate specified in the terms of Agreement . After the expiry of 3 years of handing over the possession, the applicant (s) will only be entitled to rate of returns as per the Lease Agreement of the space and shall mandatorily accept the same terms & conditions. The applicant (s) shall not be entitled to negotiate the lease with any third party under any circumstances and the client to whom the space is leased along with the terms of lease as finalized by the Developer shall be final and binding on the applicant(s) The applicant (s) will be liable to pay the stamp duty/ registration charges for lease, applicable on lease deed in the proportion that may be applicable to the applicant (s) and decided by the Developer/Body referred to in clause 18. from time to time. In case the applicant (s) opts to sell/transfer the Unlockable / Virtual Space, is shall be the duty of the applicant to ensure that the subsequent buyer becomes a party to the already existing lease. As provided above, the applicant (s) shall not have right to sell/transfer the said space without a NOC from the Developer.
18. In case Applicant(s) opts to have 'Lockable space', location of said space shall be identified by the Applicant. However the Developer reserves the right to change the location of the said space according to the change in Layouts/Services Plans/Fire Fighting Plans and such other factors that may become relevant at any given point of time before handing over the possession. Applicant(s) understands and agrees that Applicant's preferred location shall be provided subject to availability only. That even if the Applicant is not in occupation of the of the 'lockable unit', he will be under obligation to pay minimum maintenance charges that would include the cost of the common facilities required to efficiently run the Commercial Complex. The Developer will have complete discretion to ascertain the Minimum Maintenance Charges. The applicant (s) shall further be liable to make good of the losses/ compensate the Developer if any damage is caused to the common areas during the course of shifting/ renovation of the lockable space.
19. All 'Unlockable Spaces' in said complex shall be controlled by a body of first Allottees of 'Unlockable spaces, which may be constituted as a 'Company', 'Trust', 'Society' or in any other legal body/form. This body shall either itself use or further sub-lease the Unlockable Spaces for common benefits of its members and shall after deducting its operating expenses, distribute the income generated from the use/further sub-lease of Unlockable Spaces amongst the first allottees of Unlockable Spaces as per its Rules.
20. The body referred to in clause 18 shall be established prior to the operation of the commercial complex and Applicant(s) shall cooperate with Developer in all respect for establishment of the said body including by way of execution of necessary documents. In case Applicant(s) fails to cooperate with Developer in establishing such body or fails to execute/provide necessary documents, Developer will be immediately released/discharged from its all liabilities towards the said Applicant(s).
21. That it is agreed that before giving physical possession of lockable commercial space/unit , the Applicant(s) shall be afforded an opportunity to make physical inspection of the said allotted Unit to get any deficiency/ damage/ problem rectified by the Developer/Maintenance Agency. After taking physical possession of the Allotted Unit after due inspection & rectification, the Applicant(s) shall have no right or claim of any nature whatsoever in respect of any item of work which the Applicant(s) may allege as not completed or in respect of any design or specifications.
22. That the details (total area, common area, floor, size, facilities , number of units etc) about the Unit and the project as given in plans are tentative and can be modified due to technical and other reasons which may result in changes in position or direction of the Floor/Apartment , number of the Floors/Apartments, its boundaries, dimensions, area etc. The Applicant(s) hereby unconditionally and voluntarily gives his/her consent to the Developer to modify/ delete/ alter such specifications, details and/or facilities as stated herein above.
23. That in case a particular Unit is omitted due to change in the plan or the Developer is unable to hand over the same to the Applicant(s) for any reason beyond its control/ Force Majeure events, the Developer shall provide alternate Unit of the same type and in the event of non-acceptability by the Applicant(s) and/or non-availability of alternate Unit within a specified time period, the Developer shall be responsible to refund only the actual amount received from the Applicant(s). The Applicant(s) hereby unconditionally agrees and confirms that in such case he/she shall not be entitled to claim any damages or compensation of any nature whatsoever from the Developer.
24. That in case the Applicant(s), at any time, desires/opts for cancellation of the provisional allotment for any reason whatsoever, then in such case earnest money i.e 10% of the total cost /price of the Unit shall be forfeited and the balance shall be refunded, after deducting broker's commissions/discounts, without any interest. within 90(Ninty) days from the date of submission of all required documents in the office of the Developer.
24. That the said commercial project shall always be known as "_____".However if required then the Developer alone shall have right to change the name of the project. The Applicant(s) and/or Welfare Association shall not have right to change the name of the project.

Signature First Applicant:_____

Signature Second Applicant:_____

25. That the address and email given in the application form shall be taken as final unless any subsequent change is intimated to the Developer in writing by the Applicant(s) through Registered / Speed Post Letter/mail. All demand notice, letters, etc. posted at the given address/mail i.d shall be deemed to have been received by the Applicant(s). That in case of joint allotment, all correspondence i.e demand notices, letters, etc. shall be sent only to the given address/email of the Main/First Applicant and the same shall be deemed to have been served upon all the Co-Applicant(s).
26. The Applicant(s) hereby authorizes and permits the Developer to raise finance/loan from any institution/company/bank by any mode or manner by way of charge/mortgage of the said Land/ Unit subject to the condition that the said provisionally allotted Unit shall be made free from all encumbrances before the execution of Conveyance Deed. The Developer or such financial institution/bank as the case may be shall always have the first charge on the said Unit for all their dues and any other sums payable by the Applicant(s).
27. The Applicant(s) if residing outside India, shall be solely responsible to comply with all necessary formalities, as laid down in applicable Foreign Exchange Management Act,,RBI Acts or Rules and/ or any other law governing remittance of the payment for obtaining requisite permission for acquisition of property. In case the permission for the acquisition of the Unit is not granted to the Applicant(s) the amount received by the Developer will be refunded in full to the Applicant(s) without any interest and compensation, but subject to the restrictions laid down by Reserve Bank of India/ Government of India in this regard. It shall be the sole responsibility of applicant(s) to ensure that payment is remitted only through authorized accounts/channels. The Developer shall not be responsible in any manner if any third party makes any payment/remittances on behalf of applicant(s) and developer shall issue payment receipts in favour of applicant(s) only. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by applicant(s) himself. In case it is ever found that any provision of any applicable law is not complied with, allotment of said space shall be liable to be cancelled and in such a situation developer shall be entitled to forfeit earnest money and shall refund, without any interest, the remaining amount (if any) paid by the applicant(s) to the developer for said space after deducting broker's commissions/discounts.
28. That the Applicant(s) agrees that if due to force majeure event the development /possession of the allotted Unit may get delayed and /or whole or part of the said project may be abandoned then in such situations , no other claim will be preferred except that the amount deposited by the Applicant(s) shall be refunded without interest and/or compensation and upon compliance of necessary formalities by the Applicant(s) in this regard. The 'Force Majeure Event' means any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform obligations under this Application, which shall include but not be limited to:
- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
 - (b) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - (c) explosions or accidents, air crashes and shipwrecks, acts of terrorism;
 - (d) strikes, lock outs or industrial disputes;
 - (e) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in this Agreement; or
 - (f) any legislation, order or rule or regulation made or issued by the Govt. ,or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said project or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or for any reason whatsoever;
 - (g) Any event or circumstances analogous to the foregoing.
29. That the Applicant(s) agrees and undertakes that in case at any stage further development/construction in the project becomes possible, the Developer shall have sole right to undertake construction and dispose of such Unit without any objection or claim from the Applicant(s).
30. That all the charges payable to various departments for obtaining service/ connections to the Floor/Apartment like electricity, telephone, water, gas, pipeline etc including security deposit for sanction and release of such connections as well as informal charges pertaining there to will be payable by the Applicant(s) in addition to the total sale consideration of the said Unit. In case of construction of electric substation/installation of transformers/laying of cables, the cost on pro rata basis shall be charged from the Applicant(s) at the time of offer of possession of the Unit.
31. That the sale price of the allotted Unit is subject to escalation in the prices of construction material, statutory charges and labour cost and the same shall be paid by the Applicant(s) to the Developer over and above the sale price mentioned in this Application. The period for which the escalation charges shall be calculated and paid shall commence from the date of booking and upto the date of possession of the provisionally allotted Unit committed by the Developer. However any escalation happening due to delay in possession caused by any force-majure conditions shall be taken into account and paid by the Applicant(s).
32. The escalation charges shall be calculated as per the company policy on the basis of various wholesale price index / other indexes and the same shall be paid by the Applicant(s) at the time of the possession of the allotted Unit.

Signature First Applicant: _____

Signature Second Applicant: _____

32. That in case of joint allotment, the Developer shall correspond or prefer claims with Main/First Applicant and such correspondence with the Main /First Applicant shall be deemed sufficient for its record and purpose.
31. All or any disputes arising from or out of or touching upon or in relation to the terms or formation of this Application/Allotment or its termination, including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration.
32. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A sole arbitrator, who shall be nominated by the Developer shall hold the arbitration proceedings at Noida.. The arbitration proceedings shall be held in English language and decision of the Sole Arbitrator shall be final and binding on the Parties. It is clearly agreed, understood and confirmed by the Applicant(s) that during the pendency of the Arbitration proceedings or any other proceedings before any Court or Forum, the applicant(s) shall continue to discharge all his/her obligations contained herein or in the Application Form/ Buyer Agreement without any demur or reservation.
33. This Application Form and its contents shall be governed by and construed in accordance with the laws of India. Subject to arbitration clause, that the Courts at Noida alone shall have the jurisdiction in all matters arising out of or touching upon or concerning this Agreement.
34. All payments in respect of the Allotment money, Installments and / or any other charges shall be made by the Applicant(s) in the name of the Developer, unless otherwise specifically informed by the Developer to the Applicant(s). Developer shall not be responsible/accountable for any payment made in cash or through cheque to agent/ broker/channel partner/ any third person. The Developer shall also not be responsible /liable for any assurances, promises etc given by agent/ broker/ channel partner/ any third person regarding allotted Unit /Project, payment plan, cost of the Unit, facilities in the Unit etc who is not authorized by the Developer.
35. That if the Applicant(s) makes payment through cheque, and cheque is dishonoured due to any reason whatsoever, the Developer shall be entitled to charge Rs.1000/- (Rs.One Thousand Only) per instance from the Applicant(s) as fine/penalty.
36. That in case of any dispute between the Co-Applicant(s), the decision from the competent Court shall be honoured by the Developer. However, in such case the co-applicant, either collectively or severally, shall ensure that the installments are paid in accordance with the agreed payment plan, failing which the provisional allotment shall be cancelled and the refundable amount, if any, according to the terms and conditions contained in this allotment letter, shall be paid to all the Applicant(s) in equal proportion.
37. The Applicant(s) is entitled to get the name of his nominee(s) substituted in his/her/their place. However such substitution shall be at the sole discretion of the Developer and will need its prior written approval from the Developer. Any change in the name of Applicant(s) including family members, will be treated as substitution for this purpose and administrative charges as prescribed by the Developer from time to time shall be paid by the Applicant(s) before the substitution. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other civil or evil consequences that may arise from such substitution.
38. Until a sale deed is executed and registered, the Developer shall continue to be the owner of the Unit and this provisional allotment shall not bestow upon the Applicant(s) any rights or title or interest therein and the Applicant(s) shall not create any third party charge or lien on it. The Developer shall have a first lien and charge on the Unit for all its dues that may become due and payable by the Applicant(s) to the Developer.
39. That the Applicant(s) undertakes that he/she/they/it has gone through the Income Tax Notification dated 31st May 2013 pertaining to deduction of TDS on payment of installments to the Developer and agrees to furnish the certificate of deduction of tax at source to the Developer, as applicable, within the timeline prescribed by aforesaid notification. The Applicant(s) also agrees to furnish his/her/their/its Permanent Account Number (PAN) within 30 days from the date of execution of this Application Form, if not furnished earlier.
40. That for all intents and purposes, singular includes plural and masculine includes feminine gender.

I/We, the Applicant(s) has/have carefully read and understood the above mentioned terms and conditions of the present Application Form for provisional allotment and agree to abide by the same without any objection/s. I/We, the Applicant(s), also declare that I/We have sought detailed explanations and clarifications and after due deliberation and giving careful consideration and examination of all facts, terms, conditions, and representations made by the Developer, I/We have now signed and executed this Application Form after being fully conscious of my/our liabilities and obligations under this provisional allotment.

Place: _____

Dt. _____

Registered Office: T-70 DDA Flats Sector -7, Jasola Vihar, New Delhi-110025

Corporate Office: Tapasya Corp. Heights, Tower-B, Ground Floor, Sec-126 Noida, Distt- GautamBudh Nagar 201301 (UP)

Signature First Applicant: _____

Signature Second Applicant: _____

