

To

Dated:

M/S FASTECH GLOBE REALTORS**(A Partnership Firm Regd. under Indian Partnership Act, 1932)****office at:****SF-08, 2ND Floor, Cross River Mall,****Karkardooma, Delhi-110092**

Dear Sir(s),

I/ We hereby apply for allotment of a Commercial/Retail Space, Shop, Restaurant/Hotel/Studio Room (hereinafter referred to as “**UNIT/SPACE**”) tentatively admeasuring about _____ sq. mtr. carpet area in your forthcoming Commercial Complex/Project named as “**LEVANTE CITY VISTA**” proposed to be developed by you on a lease hold commercial plot of land admeasuring about **2313.47** sq. mtrs situated at **COMMERCIAL BUILDER PLOT NO. SLC-8/G/5, SECTOR-DELTA-2, GREATER NOIDA, DISTT. GAUTAMBUDH NAGAR, UTTAR PRADESH** (hereinafter referred to as “**Said Complex/Project**”) in accordance with the terms and conditions specified in **Annexure A** to this form (attached herewith).

I/ We declare that I/ we have read and understood the terms and conditions specified in **Annexure A** and agree to abide by them. I/ We hereby pay/ remit a sum of Rs _____ (INR _____ only) vide bank draft/ cheque number _____ dated _____ drawn on _____ payable in favour of “M/s. _____” payable at (“**Booking/Registration Amount/Earnest Money**”) as application money towards registration for seeking allotment of a Unit/Space in the Said Complex/Project.

I/ We have clearly understood and I/ we agree that this application form will be processed by the 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.

In the event the Promoter decides to provisionally allot the Unit/Space to me/ us, I/ we agree to sign an Allotment Letter and the Agreement for Sale in the Promoter's standard format within the stipulated period and to further pay the instalments of sale price and all other dues as stipulated in this application and/ or in the Allotment/Agreement and the payment plan as explained to me/ us by the Promoter's sales organizer/ executive and understood by me/ us.

I/We have clearly understood that this application does not constitute an Agreement to sub-lease and I/ We do not become entitle to allotment of Unit/Space notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the amount tendered with this application. I/ we hereby confirm and undertake that upon allotment of the Unit/Space, I/ We shall be bound by the terms of the allotment, however, it is only upon the threshold limit of 10% of Price of Unit/Space being paid that the allotment shall be made. I/ We also confirm that

SOLE/FIRST APPLICANT

SECOND APPLICANT

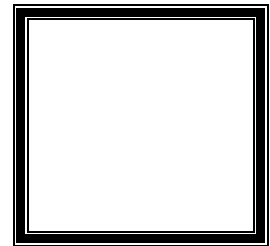
THIRD APPLICANT

whenever called upon by the Promoter, I/ we will execute all the necessary documents/affidavit including Agreement agreeing to abide by the terms and conditions laid down therein.

I/We are making this application with the full knowledge that the Promoter is in the process of developing the Commercial Complex/Project and shall make the allotment of Unit/Space in due course of time, subject to availability. I/ We agree to abide by the terms and conditions of this application including those relating to payment of consideration and other charges, forfeiture etc. (as explained in terms and conditions) and execution of the necessary documents/ affidavits including agreement.

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

(Applicable in case of individuals)**



****FIRST/SOLE APPLICANT**

Mr./ Mrs./ Ms

Son/ Wife/ Daughter of Mr

Date of Birth

Profession

Designation

Company/Firm Name

Nationality

Residential Status:

**Resident/ Non-Resident/
Foreign National of Indian
Origin**

Residential Address

Office Address

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT

Tel. Res

Off

Mobile

Fax No. & Email id

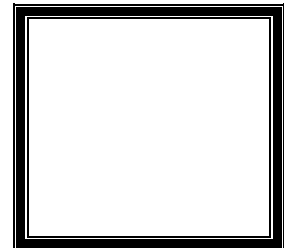
Marital Status & No. of Children

Name of Nominee & Relationship

Income Tax Permanent Account No. / Ward No

Passport No.

SECOND APPLICANT



Mr./ Mrs./ Ms

Son/ Wife/ Daughter of Mr

Date of Birth

Profession

Designation

Company/Firm Name

Nationality

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT

Residential Status:

**Resident/ Non-Resident/
Foreign National of Indian
Origin**

Residential Address

Office Address

Tel. Res

Off

Mobile

Fax No. & Email id

**Marital Status & No. of
Children**

**Name of Nominee &
Relationship**

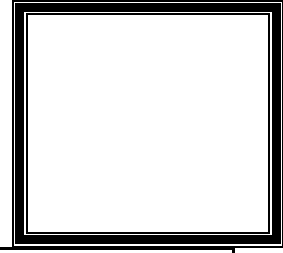
**Income Tax Permanent
Account No. / Ward No**

Passport No.

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT

THIRD APPLICANT**Mr./ Mrs./ Ms****Son/ Wife/ Daughter of Mr****Date of Birth****Profession****Designation****Company/Firm Name****Nationality****Residential Status:****Resident/ Non-Resident/
Foreign National of Indian
Origin****Residential Address****Office Address****Tel. Res****Off****Mobile****Fax No. & Email id****Marital Status & No. of
Children**

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT

Name of Nominee &
Relationship

Income Tax Permanent
Account No. / Ward No

Passport No.

*(** Applicable in case of a Company or a Partnership Firm)*

M/s _____, a Company incorporated and registered under the provisions of Companies Act, 1956/2013, having its registered office at _____, acting through its director/ authorized representative Mr./ Ms. _____ duly authorized vide board resolution of the Company dated _____ (hereinafter referred to as the “Applicant**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, executors, assigns, liquidators, legal representatives)

(Note: Copy of board resolution and certified copy of Memorandum & Articles of Association required)

OR

** M/s _____, a partnership Firm duly registered under the provisions of The (Indian) Partnership Act, 1932 through its partner Mr./ Ms. _____ duly authorized by resolution dated _____ (hereinafter referred to as the “**Applicant**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, successors, executors, assigns)

(Note: Copy of partnership deed and copy of resolution signed by all the partners required)

OR

*(** Applicable in case of a HUF)*

Mr....., (Aadhar No.....) son of.....aged about..... for self and as the karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at....., (PAN.....), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

SOLE/FIRST APPLICANT

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The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

Details of Unit/Space applied for in Commercial Complex/Project "LEVANTE CITY VISTA"

Type of Unit/Space..... Unit/Space no. _____ floor _____ approximately Carpet Area: _____ square meter Payment Plan.....(subject to availability and allotment)

CONSIDERATION:

A. (i) Basic Sales Price as per payment plan		Total Rs.	<input type="text"/>
(ii) Discount (if any)		Total Rs.	<input type="text"/>
(iii) Net Rate BSP Applicable/Chargeable (i-ii)		Total Rs.	<input type="text"/>
GST	<input type="text"/>	Net BSP Total R	<input type="text"/>
(iv) Preferred Location Charges (PLC) (if any)			
Corner PLC	@Rs	<input type="text"/>	
GST	@Rs	<input type="text"/>	Total R <input type="text"/>
Main Road Facing PLC		<input type="text"/>	
GST	@Rs	<input type="text"/>	Total R <input type="text"/>
(v) Other PLC	@ Rs	<input type="text"/>	
GST	@Rs	<input type="text"/>	Total R <input type="text"/>
(vi) EEC	@Rs	<input type="text"/>	
GST	@Rs	<input type="text"/>	Total R <input type="text"/>
(vii) FFC	@Rs.	<input type="text"/>	
GST	@Rs	<input type="text"/>	Total R <input type="text"/>
(vii) Lease Rent		<input type="text"/>	
GST	@Rs	<input type="text"/>	Total R <input type="text"/>
(vii) power Backup	@Rs	<input type="text"/>	
GST	@Rs	<input type="text"/>	Total R <input type="text"/>
(x) Store Charges		<input type="text"/>	

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GST @Rs

Total R

(xi) Right To Use Terrace Charges

GST @Rs

Total R

xii) Car Parking @Rs.

GST @Rs

Total R

Price of the Unit/Space A =A(i) to A(xii)

Total R

B. Possession Charges

(i) Advance CAM For 12 Months

(ii) Interest Free Maintenance Security

(iii) One Time Sinking Fund

(iv) Water, Electricity, Sewage Charges for 12 Months

(v) Electric Meter Charges

(vi) Water & Sewage Connection Charges

(vii) Other Charges Please Specify

Possession Charges B =(B(i) to B(vii))

Total Price of Unit/Space =(A+B)

Note:

- i. All cheques/ drafts to be made in favour of “M/S. _____” payable at only.
- ii. Persons signing the application on behalf of other person/ firm/ company shall file proper authorization/ power of attorney.

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THIRD APPLICANT

- iii. ****Other charges:** Goods and services tax and other statutory charges as may be applicable, as and when decided & demanded by the Promoter or any competent authority from time to time.

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 there from. Any allotment against my/ our application shall be subject to the terms and conditions attached to this application form and marked as “**Annexure A**” and as may be comprehensively set out in the Allotment/Agreement, the terms whereof shall ipso-facto be applicable to me/ us and to my/ our legal heirs and successors. I/ We undertake to inform the Promoter of any change in my/ our address or in any other particular/ information, given above, till the Unit/Space is registered 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 Promoter 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.

Name of the Applicant/(s)

DECLARATION

- i. I/ We, the undersigned, do hereby declare that the above-mentioned particulars/information given by me/ us are true and correct to my/our knowledge and no material facts have been concealed there from. I/ We have signed this application form in acceptance of the terms and conditions stipulated hereunder and agree to abide by the same. I/ We am/ are aware that signing the application form and payment of the Booking/Registration/Earnest Money does not amount to allotment of the Unit/Space in the Said Complex/Project. The Promoter in its sole discretion may accept the application and allot the Unit/Space or reject the application. In case my/ our Application is accepted and an allotment is made, the Amount paid hereunder shall be treated as Booking/Registration/Earnest Money and/ or part basic sale price. Total Price does not include stamp duty, registration and incidental charges as well as expenses for execution of Sub-Lease Deed etc. which shall be borne and paid by the Applicant/(s) to the Promoter/Competent Authority at the time of Registration of Sub Lease Deed.

I/ We agree and undertake to pay the basic sale price and other charges as per payment plan. I/ We further agree and undertake to sign the Allotment/Agreement and other document/s as and when so required by the Promoter in its prescribed format. I/ We am/ are aware that, in case I/ we do not sign the same within the stipulated period as may be laid down by the Promoter, I/ we shall be left with no claim in the proposed allotment in any manner whatsoever. I/ We declare that in case of non-allotment of the Unit/Space in the Said Complex/Project, my/ our claims shall be limited only to refund of the amount to the extent of the said Booking/Registration/Earnest Money without any interest, compensation or damages. I/ We

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT

further declare and confirm that I/ we shall have no claim against the Promoter for non-allotment and/ or withdrawal of the allotment for any reason whatsoever.

Name of the Applicant/(s) _____

Place: _____

Date: _____

Annexure A

TERMS AND CONDITIONS OF ALLOTMENT FOR REGISTRATION AND ALLOTMENT OF UNIT/SPACE IN COMPLEX/PROJECT KNOWN AS “LEVANTE CITY VISTA“ BEING DEVELOPED AT COMMERCIAL BUILDER PLOT NO. SLC-8/G/5, SECTOR-DELTA-2, GREATER NOIDA, DISTT. GAUTAMBUDH NAGAR, UTTAR PRADESH.

The terms and conditions given below are of indicative nature with a view to acquaint the applicant/(s) (hereinafter referred to as “**Applicant(s)/ Intending Allottee**”) with the terms and conditions as may be comprehensively set out in the allotment letter and agreement for sale, which upon execution shall supersede the terms and conditions as set out in the application and whereof have been understood by the Applicant/(s)/ Intending Allottee/(s).

1. The Applicant/(s) is making the present application only after being satisfied about the rights, interest and title of the Promoter **M/S FASTECH GLOBE REALTORS**, (partnership Firm of M/s Fastech Projects Pvt. Ltd. & M/s Globe Infra Solutions) as partnership firm registered under section 59 (4) (1) of the Indian partnership Act, 1932 having its registered office at **SF-08, 2ND Floor, Cross River Mall, Karkardooma, Delhi-110092**, (hereinafter referred to as the “**Promoter**”) to develop and market a Commercial Complex/Project named “**LEVANTE CITY VISTA**” on a lease hold commercial land admeasuring about **2313.47 sq. mtrs.** situated at **COMMERCIAL BUILDER PLOT NO. SLC-8/G/5, SECTOR-DELTA-2, GREATER NOIDA, DISTT. GAUTAMBUDH NAGAR, UTTAR PRADESH.**
2. That the Greater Noida Industrial Development Authority (hereinafter referred to as the “**GNIDA**”) office at **Plot no.1, Sector-Knowledge Park, 1V, Greater Noida, District- Gautam Budh Nagar, U.P** under scheme **CPS-03/2023-34**, vide letter bearing number **GNIDA/COM/CPS-03/2023-24/4866** dated **09th August, 2024** allotted the **COMMERCIAL BUILDER PLOT NO. SLC-8/G/5, SECTOR-**

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DELTA-2, GREATER NOIDA, DISTT. GAUTAMBUDH NAGAR, UTTAR PRADESH, total admeasuring **2313.47 sq. mtrs** in favour of the Consortium having member M/s Fastech Projects Pvt. Ltd. & M/s Globe Infra Solutions).

3. That the GNIDA executed a Lease Deed dated **19th, December, 2024** in favor of the Promoter for a period of 90 years of area admeasuring **2313.47 sq. mtrs** and the same was registered in the office of **Sub Registrar Sadar, Guatam Budh Nagar U.P. vide registration no. 209 dated 2nd Janaury, 2025 at Bahi no. 1 Jild no. 46257 pages 163 to 212** conveying the leasehold rights of the **COMMERCIAL BUILDER PLOT NO. SLC-8/G/5**, admeasuring **2313.47 sq. mtrs** situated at **SECTOR-DELTA-2, GREATER NOIDA, DISTT. GAUTAMBUDH NAGAR, UTTAR PRADESH** (*“hereinafter referred to as the “Lease Deed”*).
4. The Applicant/(s) has understood all limitations and obligations in respect thereof and agree(s) that there are no other queries/concerns in this regard and has no objections in this respect.
5. The Applicant/(s) has applied for allotment of Unit/Space with full knowledge of the laws/notifications and rules applicable to this area in general and the proposed Commercial Complex/Project in Greater Noida in particular which have also been explained in detail by the Representative of the Promoter. The applicant/(s) has been provided the copies of the title documents and the applicant/(s) has read and understood the same.
6. The applicant/(s) has clearly understood that the said plot has been allotted for setting up a Commercial Complex/Project and the allotment of Unit/Space therein, if made will be purely provisional and shall be confirm only once the Complex/Project is functional. The acceptance of application and allotment of Unit/Space shall be at the sole discretion of the Promoter. All charges shall be paid and borne by the Intending Allottee/(s)/ Applicant(s) as per the payment plan opted.
7. The Applicant/(s) acknowledges that except the specific area of the Unit/Space being applied for, the Applicant/(s) shall have no claim or right of any kind over or in respect of common areas, all or any open spaces, lobbies, terraces, atrium or any other space etc. in the said Complex/Project. Such spaces shall remain under the control of the Promoter who shall be free to deal with these in any manner, it may deem fit, including but not limited to implementation of pay and park system in the parking places inside the said Commercial Complex/Project. After the completion of the Complex/Project, the common area shall be maintained and controlled by the Maintenance agency as may be appointed by the association of the allottees and the applicant/(s) shall be liable to abide by the terms and conditions thereof including the liability to pay the maintenance charges.
8. The term "**carpet area**" means the net usable floor area of the Unit/Space, excluding the area covered by the external walls, areas under services shafts, exclusive balcony

or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit/Space.

Explanation. — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Unit/Space, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Unit/Space, meant for the exclusive use of the allottee.

9. In case the Competent Authorities grant any additional FAR / construction rights over the Project Lands, the same shall be available to the Promoter, to the exclusion of all others.
10. The Applicant/(s) have seen and understood the Complex/Project details at UP-RERA web portal <https://www.up-rera.in>. The Applicant/(s) has/ have also seen the sanctioned plans and layout plans pertaining to the Said Complex/Project (as approved by the appropriate authorities) and the specifications of the Unit/Space and after being satisfied in all respects is willing to purchase the Unit/Space in the Said Complex/Project. The Applicant/(s)/ Intending Allottee(s) further agrees that the Promoter may make such variations, additions, alterations etc. therein as it may in its sole discretion consider fit and proper for and in the Unit/Space or as may be required by any competent authority, Government agencies or the Architect of the Promoter. Such alterations may include change in location, preferential location, number, increase or decrease in number of Unit/Space, floor, block or area of the said Unit/Space. The Applicant/(s) agrees that he/ she/ it/ they shall not raise any claim, monetary or otherwise in case of any such change (specified in the above para). It is clarified that the initial rate of booking of the Unit/Space will be applicable on the changed area in case of refund or demand.
11. The Applicant/(s) agree that ten percent (10%) of the Price of Unit/Space shall constitute the Booking/Registration Amount/Earnest Money.
12. Timely payment of instalments of Total Price of Unit/Space and Possession Charges pertaining to the Unit/Space is the essence of the terms of the booking/ allotment. However, in the event of breach of any of the terms and conditions of the allotment by the Applicant/(s)/ Intending Allottee/(s), the allotment will be cancelled at the discretion of the Promoter and the Booking/Registration Amount/Earnest Money paid by the Applicant/(s)/ Intending Allottee/(s) shall stand forfeited. Further, any interest on the installments due (but unpaid) and the interest on delayed payments shall be adjusted from the amounts received by the Promoter from the Applicant/(s)/ Intending Allottee/(s) and repayable to the Applicant/(s)/ Intending Allottee(s) in terms of this application form or the allotment letter, as the case may be.

13. That the Promoter shall have the right to cancel the booking of said Unit/Space in such conditions;

- a) If the Applicant/(s)/ Intending Allottee(s) fails to execute and deliver to the Promoter the Agreement for Sale/Lease within 30 (thirty) days from the date of allotment letter; in such cases the Promoter shall serve a notice to the Applicant/(s)/ Intending Allottee/(s) by e-mail/by hand/by post/by courier on the address given by the Primary Applicant/(s)/ Intending Allottee/(s) for rectifying the default which or if not rectified within 30 (thirty) days from the date of its receipt by the Applicant/(s)/ Intending Allottee/(s), this Allotment can be treated as cancelled at the discretion of Frim, and all sums deposited by the Applicant/(s)/ Intending Allottee/(s) in connection therewith including the Booking/Registration/Earnest Money shall be returned to the Applicant/(s)/ Intending Allottee/(s) without any interest or compensation whatsoever.
- b) (i) If the Applicant/(s)/ Intending Allottee/(s) fails to make payments for 2 (two) consecutive demands made by the Frim as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Applicant/(s)/ Intending Allottee/(s) shall be liable to pay interest to the 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 Promoter must not be in default to take this benefit;
- (ii) In case of Default by Applicant/(s)/ Intending Allottee/(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit/Space in favour of the Applicant/(s)/ Intending Allottee/(s) and refund the money paid to him by the Applicant/(s)/ Intending Allottee/(s) by deducting the Booking/Registration/Earnest Money and the interest liabilities and this Booking/Registration Application shall thereupon stand terminated. The Promoter must not be in default to take this benefit;

Provided that the Promoter shall intimate the Applicant/(s)/ Intending Allottee(s) about such termination at least thirty days prior to such termination.

- (c) If the Applicant/(s)/ Intending Allottee(s) proposes to cancel/withdraw from the Complex/Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking/Registration/Earnest Money of 10% paid for the allotment.

In above conditions after cancellation of Commercial Complex/Project, Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Applicant/(s)/ Intending Allottee(s) within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on reallocation of the Commercial Complex/Project or

at the end of one year from the date of cancellation / withdrawal by the Applicant/(s)/ Intending Allottee/(s), whichever is earlier.

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

14. The delay in payment of instalments shall attract interest @ MCLR+1% p.a. calculated and payable from the due date of outstanding amount.
15. The Applicant/(s) undertakes to make all the payments irrespective of any issues between the Applicant/(s) and the Promoter with respect to matter contained herein or in the Agreement or otherwise. Any default in payment shall be considered and deemed to be material breach.
16. All payment by the Applicant/(s)/ Intending Allottee/(s) shall be made to the Promoter through demand drafts/ cheques/RTGS/NEFT drawn upon scheduled banks in favour of “_____” payable at only.

17. Assignment/ transfer of the said Commercial Complex/Project, in case of allotment thereof, by the Applicant/(s) shall be permissible at the sole discretion of the Promoter on payment of such administrative charges as may be fixed by the Promoter from time to time. Provided that such transferee conforms to the dedicated usage of the Unit/Space and the terms of allotment of the Unit/Space.

18. All the statutory charges, levies and applicable charges/ transfer charges as may be demanded or imposed by the authorities/ concerned agencies shall be payable proportionately by the Applicant/(s) from the date of booking as per demand raised by the Promoter and/ or concerned authority/ agency.
19. 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 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.
20. Applicants/(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act and/ or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/ RBI the amount paid towards booking and

further consideration will be returned by the Promoter as per rules without interest and the allotment of the Unit/Space shall stand cancelled forthwith. The applicants/(s) agree that the Promoter shall not be liable in any manner whatsoever on such amount.

21. The Promoter shall have the first lien and charge on the said Unit/Space for all its dues and other sums/ payment by the Applicant/(s)/ Intending Allottee(s) to the Promoter in respect of the Unit/Space.
22. The applicant/(s) undertakes to abide by and comply with all the laws, rules and regulations applicable to the Said Complex/Project.
23. That the Applicant/(s) shall deduct the TDS if the total consideration of booked Unit/Space 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 Promoter as per the Act and rules made there under, as applicable to this transaction. Any delay in making the payment to Promoter and /or taxes as aforesaid shall make Applicant/(s) liable to pay the interest to Promoter and/or any penalty levied by the concerned authority(ies) in respect thereof.
24. That, in case of cancellation of Unit/Space by the Applicant/(s) prior to signing of the allotment/ agreement or at any time thereafter for any reason whatsoever, the Promoter shall be entitled to forfeit the Booking/Registration Amount/Earnest Money as well as deduct the brokerage amount payable to the broker/ sales organizer out of the amount received from the Applicant/(s). The Applicant/(s) hereby agrees and confirm that the Promoter shall refund the balance amount in accordance with other terms and conditions mentioned herein.
25. The Applicant/(s) hereby understands that Promoter has the unequivocal right to unanimously reject this Application for Allotment of Unit/Space on its sole discretion without assigning any reason whatsoever and if such rejection happens within 60 days from the receipt of application, then the application money paid by the Applicant/(s) shall be returned by the Promoter within 45 days of Notice of such cancellation without any interest or penalty.
26. The Applicant/(s) agrees that in case due to any legislation, order, rule or regulation made or issued by the GNIDA/ Government or any other authority or if the competent authority refuses, delays, denies the grant of necessary approvals for the allotment of the Unit/Space in the Said Complex/Project or if any matters/ issues relating to such approvals, permissions, notices, notification by the competent authority becomes subject matter of any suit/ writ before any court of law or due to force majeure conditions, the Promoter after provisional and/ or final allotment, is unable to deliver the Unit/Space to the Applicant/(s), the Promoter shall refund the amount paid by the Applicant/(s) without any interest or compensation whatsoever.

“Force Majeure” means any event or combination of events or circumstances beyond the control of the Promoter which cannot by the exercise of reasonable diligence, or despite the adoptions of reasonable precaution and /or alternative measure, be prevented, or caused to be prevented, and which adversely effected the Promoters’ ability to perform obligations under this Agreement, which shall include but not be affects the Promoter’s ability to perform obligations under this Agreement, which shall include but not be limited to :

- I. Acts of God .i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- II. Explosions or accidents, air crashes and shipwrecks, act of terrorism;
- III. Strikes or lock outs, industrial dispute;
- IV. Non-availability of cement, steel or other construction material due to strike of manufacturers, suppliers, transporters or other intermediaries or due to any other reason whatsoever;
- V. War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- VI. The promulgation of or amendment in any law, rule or regulations or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- VII. Any legislation, order or rule or regulations made or issued by the Government or any other Authority or if any Government Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said project or if any matters, issue relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) become subject matter of any suit/writ before a competent court;
- VIII. Economic Recession;
- IX. Prohibition or ban on construction activity under the GRAP (Graded Response Action Plan), directives of the National Green Tribunal (NGT), and any restrictions imposed by the Environment Pollution Control Authority or any other statutory or regulatory body; or
- X. Any event or circumstances analogous to the foregoing

27. The Applicant/(s) shall, before taking possession of the said Unit/Space, clear all the dues/ payment in respect of the said Unit/Space executed in his/ her/ their favour after payment of requisite transfer charges, stamp duty, registration fee and other charges/ expenses to GNIDA.

28. That subject to the restrictions and limitations in the GNIDA Lease Deed, the Applicant/(s) may at its option raise finances or a loan for purchase of the Unit/Space. However, responsibility of getting the loan sanctioned and disbursed as per 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 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.

29. This application is non-transferable or assignable without the prior written consent of the Promoter. The Applicant/(s) shall not sell, transfer, let out and/or deal with the Unit/Space in any manner whatsoever without obtaining the prior written permission

of the Promoter till full amounts in relation to the Unit/Space have been received by the Promoter and Applicant/(s) has taken possession of it.

30. If any of the cheques of the Applicant/(s) gets dishonored for any reason whatsoever, Promoter shall be fully entitled at its sole discretion, to cancel the Booking and to forfeit Booking/Registration/Earnest Money along with Non-Refundable Amounts. However, 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 Promoter persist with cancellation of Booking for the reasons of Dishonor of any cheque used by the Applicants/(s), the Promoter has apart from other rights and claim against the Applicant/(s) i.e. forfeiture of Booking/Registration/Earnest Money along with Non-Refundable Amounts, the Promoter has a legal right to initiate appropriate legal proceeding against the Applicants/(s) resulting from such dishonor of cheque.
31. The Applicant(s) shall get his complete address registered with the Promoter at the time of booking and it shall be his/ their responsibility to inform the Promoter, by a letter sent through speed post, about all subsequent changes in the address, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur. In all communications the reference of the allotted Unit/Space must be mentioned clearly.
32. In case there are joint Applicant(s), all communication shall be sent by the Promoter to the Applicant whose name appears first, 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 Applicant(s).
33. I/we have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the standard Agreement to Sub-Lease which shall supersede the terms and conditions set out in this application. I/We are fully conscious that it is not incumbent on the part of the Promoter to send us reminders/notices in respect of our obligations as set out in this application and/or Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us by not abiding by the terms and conditions contained in this application and/or Agreement. I/ We have sought detailed explanations and clarifications from the Promoter and their Representative which has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Representative of the Promoter, I/We have now signed this application form and paid the monies fully conscious of my liabilities and obligations including forfeiture as may be imposed upon me/us. I/We further undertake and assure the

Promoter that in the event of rejection of my/our Application / cancellation of my/our allotment either by way of forfeiture or refund of my/our money or in any other manner whatsoever, I/we shall be left with no right, title, interest or lien on the Unit/Space applied for or as allotted to me/us.

34. Courts in Delhi/NCR alone shall have jurisdiction in case of any dispute.

35. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

Signature of Applicant(s) /Intending Allottee(s)

Place: _____

Date: _____

For Office Use Only

- 1. Name, Designation and Signature of the receiving officer.....
- 2. Amount ReceivedReceipt 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. Unit/Space No. Allotted
- 10. Name, Designation and Signature of the officer approving the Unit/Space no.....
- 11. Remarks, if any

For M/S FASTECH GLOBE REALTORS

Authorised Signatory

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT

FOR OFFICE USE ONLY

Checklist for receiving officer

Tick please

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

 Sig. of Sole/First Applicant

Sig. of Co-Applicant(s)

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT

LIST OF DOCUMENTS TO BE SUBMITTED WITH APPLICATION FORM

For Individual (resident Of India):

- Copy of PAN card
- Passport Size photographs (Two Self Attested)
- Photo ID, Signature & Address Proof
- E-mail Id and mobile no. of the applicant(s)

For Partnership Firm:

- Copy of PAN card of the Firm
- Copy of partnership deed / Agreement
- In case where one partner has been authorized for execution of all documents, copy of the authority letter from other partners.
- Copy of Address Proof of the Firm
- Photo ID and Signature Proof of the Signing Partner
- Passport Size photograph of Signing Partner

For Company:

- Copy of PAN card of the Company
- Copy of Memorandum & Articles of Association of the Company duly signed by the Company Secretary/ Any Director of the Company
- Board Resolution in favor of the Authorized Signatory prior to the Application Date
- Passport Size photograph of the Authorized Signatory
- Photo ID & Signature proof of the Authorized Signatory

For Hindu Undivided Family (HUF):

- Copy of PAN card of HUF
- Authority letter from all coparcener of HUF authorizing Karta to act on their behalf
- Passport Size photograph of the Karta
- Photo ID & Signature proof of the Karta

For NRI/Foreign Nationals of Indian Origin:

- Copy of passport
- Copy of PAN card
- Passport Size photograph, Photo ID, Signature Proof, Address Proof.
- In case of Demand Draft (DD), the confirmation from the banker that the DD has been prepared from the proceeds of NRI/NRO account of the Applicant(s)
- In case of payment through cheque.

All payments shall be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of third party.

All documents should be self-attested by the Applicant / Applicant(s).

Non-Individual Applicants are required to ensure that the object clause of the constitution document (viz. MOA / AOA / Trust Deed etc.)

UNDERTAKING

To,

Dated.....

M/S FASTECH GLOBE REALTORS

(A Partnership Firm Regd. under Indian Partnership Act, 1932)

office at:

SF-08, 2ND Floor, Cross River Mall,

Karkardooma, Delhi-110092

Subject: Provisional Allotment of Unit/Space in Complex/Project “LEVANTE CITY VISTA” situated at COMMERCIAL BUILDER PLOT NO. SLC-8/G/5, SECTOR-DELTA-2, GREATER NOIDA, DISTT. GAUTAMBUDH NAGAR, UTTAR PRADESH.

Dear Sir/Madam,

I/We thank you for accepting my/our application for provisionally registering my/our request for allotment of Unit/Space..... admeasuring Sq. mts .(Approx)on..... Floor in “LEVANTE CITY VISTA”.

I/ we understand that this acceptance of application is tentative and subject to the following:

I/we have tendered my/our payment vide cheque No dated.....on..... Bank for Rs This application for allotment will be processed only after the realization of the cheque and subject to the terms and conditions of the application form. In case cheque tendered by me/ us gets bounced or doesn't get realized due to any reason whatsoever, my/our application will not be considered and the Promoter will have the right to reject and allot the Unit/Space to anybody without any claims from my/our side.

And/ Or

In case, I/we decide to avail a loan from the bank, I/we understand that it is my /our personal responsibility to ensure the loan is processed and payment released to the Promoter within stipulated period of time failing which my/our application will automatically be deemed cancelled and the Promoter will have the right to allot the flat to anybody without any claim or hindrance from my /our side.

Thanking you,

NAME:

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT

ADDRESS:

(SIGNATURE)

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT