

APPLICATION FOR ALLOTMENT
OF SHOP/COMMERCIAL SPACE IN "M1 Centre" SITUATED AT Meerut One, Roshanpur
Dorli, Meerut (UP)

Application No. _____

Date _____

ALPHA CORP DEVELOPMENT PVT. LTD.
TOWER-A, GOLF VIEW CORPORATE TOWERS
GOLF COURSE ROAD, SECTOR 42
GURUGRAM (HR)

Dear Sir,

I / We submit this application for provisional allotment of a SHOP/COMMERCIAL SPACE on Sale basis in the upcoming Commercial Complex named as " M1 CENTRE " (for short 'Said Project') being developed by M/s **ALPHA CORP DEVELOPMENT PVT. LTD.** (hereinafter referred to as "DEVELOPER") on the plot of land admeasuring approx. 2901.14 sq. mts. situated at Village Roshanpur Dorli, Distt. Meerut bearing Khasra No. 196,197,198, 199, 202 registered in the name of the Developer vide sale deed dated _____ sale deed no. _____ registered before the Sub Registrar, Meerut registered as document serial No. _____, Book - _____, Vol. No. _____ on pages from _____ to _____ with the offices of concerned Sub-Registrar, Meerut (hereinafter referred to as the "said plot") we have examined the documents, confirming right, title and interest of the Developer and its authority, entitlement, sanctions and tentative sales plan of the said project.

As per the tentative sales plan, I / We opt for a (spaces) having Carpet Area of _____ Sq. Feet _____ Sq. Mtr @ Rs. _____ per Sq. Feet _____ per Sq. Mtr./

Super Area* of _____ Sq. Feet _____ Sq. Mtr @ Rs. _____ per Sq. Feet _____ per Sq. Mtr. (plus various other charges as detailed below) on _____ Floor (s) in the said Project for _____ use, under the Construction Linked Payment Plan / Cash Down Payment Plan. (Mark(✓) on plan opted).

I/We remit herewith a sum of Rs. _____/- (Rupees _____) as booking amount which is to be treated as application money in respect of the said SHOP/COMMERCIAL SPACE as per the details mentioned hereunder:-

Cheque No.	Dated	Amount (Rs.)	Drawn On

Super Area* means the total of covered area inclusive of area under the periphery walls, area under columns and common walls plus proportionate share of areas utilized for common use, services and facilities. The areas are tentative and are subject to variation.

(I) I/We agree to make further payments and additional charges as per the Payment Plan opted by me/us and/or such other expenses as may be intimated/ demanded by the Developer within the period stipulated in the demand letter, failing which, 10% of the price of the SHOP/COMMERCIAL SPACE(s) will be forfeited by the Developer from the amount received by the developer as on that date and the booking of the SHOP/COMMERCIAL SPACE(s) shall stand automatically cancelled without any further notice to the Buyer and I/We shall cease to have any right of allotment, interest or lien whatsoever, may be arising out of and in connection with my / our Instant Application. The balance amount paid by the Applicant(s) shall be refunded without any interest, only on surrender of the original receipts and Allotment Letter, if issued.

(II) I/We agree and understand that this Application does not constitute any offer of definitive allotment or any agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of a SHOP/COMMERCIAL SPACE(S) notwithstanding the fact that the Developer may have issued a receipts in acknowledgement of the money tendered by me/us to the Developer along with the Application.

(III) I/We agree that the allotment of the SHOP/COMMERCIAL SPACE(s) is at the sole discretion of the Developer and in case the said SHOP/COMMERCIAL SPACE(s) is not allotted / sub-leased to me/us for any reason whatsoever, I/We shall not raise any objection or claim and damages in respect thereof and the amount deposited herein shall be refundable to me/us without any interest within 30 (thirty) days from the date of the notice regarding rejection of this application.

(IV) I/we have carefully read and understood the terms and conditions attached with this application, and hereby agree and undertake to abide by them. I/we agree that the sale price has been achieved after taking into consideration that the advertisement rights in the "M1 Centre" is with the Developer. I/We shall sign and execute the "Allotment Letter (if issued), as and when required by Developer on the standard format.

(V) 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, if made 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 "Allotment Letter", the terms thereof shall also 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, 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.

Snature of First Applicant

Signature of Second Applicant

PARTICULARS OF THE APPLICANT

****FIRST/SOLE APPLICANT** Mr. / Mrs / Ms.....

Son / Wife / Daughter of Mr.

Date of Birth Profession Designation

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

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

PHOTO

Residential Address

Tel. Res. Off Mobile.....

Fax No.

E-Mail ID

Income Tax Permanent Account No./ Ward No.

Passport No.

****SECOND APPLICANT**

Mr. / Mrs / Ms.....

Son / Wife / Daughter of Mr.

Date of Birth Profession Designation

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

Residential Status: Resident____ Non-Resident____

Foreign National of Indian Origin_____

PHOTO

Residential Address

Tel. Res. Off Mobile.....

Fax No.

E-Mail ID

Income Tax Permanent Account No./ Ward No.

Passport No.

DETAILS OF NOMINEE

Mr. / Mrs / Ms.....

Son / Wife / Daughter of Mr.

Date of Birth Profession Designation

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

Residential Status: Resident____ Non-Resident____

Foreign National of Indian Origin____

PHOTO

Residential Address

Tel. Res. Off Mobile.....

Fax No.

E-Mail ID

Income Tax Permanent Account No./ Ward No.

Passport No.

(i) Gender_____ (ii) Status – Major/Minor (iii) Age..... years (iv) Nationality.....

(v) Marital Status

if married, number of children and details

(vi) Occupation - _____
Service /Self Employed Professional Self Employed (Business / Industry) Others

****M/s.** _____ a partnership firm duly registered under the Indian Partnership Act 1932, having office at _____ through its partner Shri/Smt. _____ (hereinafter referred to as the 'Applicant', which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and assigns) (copy of the resolution signed by all Partners required).

****M/s.** _____ a Company registered under the Companies Act, 1956, having its registered office at _____ through its duly Authorised Signatory Shri/Smt. _____ authorised by Board Resolution dated _____ (hereinafter referred to as the "Applicant", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

(Delete whichever is not applicable)**

PARTICULARS	DETAILS	AMOUNT (in RS.)
A. Basic Sale Price (BSP)	@Rs..... per Sq. Mtr.	(Rs..... per Sq. Ft.)
B. Additional Charges (as applicable)		
Mode of Booking	Direct	If through Broker : Name with stamp :

Stamp Duty, Registration Fee and allied charges for execution and registration of Allotment Letter / Sub Leased Agreement will be additionally payable by the applicant / allottee before possession.

DECLARATION

I/We, the Applicant(s), do hereby declare that my / our application for the provisional allotment of a SHOP/COMMERCIAL SPACE(s) on sale basis is irrevocable and that the above particulars / information / details given by me / us are true and correct and nothing has been concealed there from. In case of any false or misleading information provided by the Applicant (s), the developer shall be entitled to forfeit the amount deposited by the Applicant (s).

Signature of First Applicant
Applicant

Signature of Second

BROAD TERMS AND CONDITIONS FOR ALLOTMENT OF A SHOP/ COMMERCIAL SPACE(S) IN "M1 Centre" AT Jatauli & Roshanpur Dorli, Tehsil Sardhana, District Meerut, UTTAR PRADESH

The terms and conditions given below are of indicative nature with a view to apprise the applicant(s) with the terms and conditions as may be comprehensively set out in the Allotment Letter, which upon execution shall supersede the broad terms and conditions as set out along the application. The Applicant(s) shall sign all the pages of these conditions in token of his / her acceptance of the same

1. The Applicant(s) has applied for the PROVISIONAL allotment of a SHOP/COMMERCIAL SPACE(s) on sale basis to be developed in the proposed Commercial Complex named as **"M1 Centre"** being developed by the DEVELOPER on plot of land admeasuring approx. **2901.14 sq. mts.** and situated at Villages Jatauli & Roshanpur Dorli, Tehsil Sardhana, District Meerut, Uttar-Pradesh.

I / we have applied for the PROVISIONAL allotment of the SHOP/COMMERCIAL SPACE(S) after having examined the documents confirming right, title and interest of the DEVELOPER and its authority, entitlement, sanctions and tentative sales plan of the said Project and further understood all limitations and obligations in respect thereof.

2. The allotment of the SHOP/COMMERCIAL SPACE(S) is entirely at the discretion of the Developer. The SHOP/COMMERCIAL SPACE(S) are restricted to specific use as mentioned above in the application and the applicant is bound to use the SHOP/COMMERCIAL SPACE(S) for designated purpose only. The applicant(s) has examined the plans, designs and specifications of the SHOP/COMMERCIAL SPACE(S) which are tentative and agree that DEVELOPER may effect such variations and modifications therein as may be deemed necessary in the interest of the Project or as may be done by any competent authority. The applicant(s) agree that no claim, monetary or otherwise will be raised in case of any change in location and/or area of the SHOP/COMMERCIAL SPACE(S). It is clarified that the initial rate of deposit/booking of the SHOP/COMMERCIAL SPACE(S), will be applicable on the final area which can be slightly less or more (+5%) than the area mentioned above.

3. The Applicant agrees to pay the installments as per the plan opted by him / her / them of the SHOP/COMMERCIAL SPACE(S) and other charges calculated on the basis of land rate per square feet, preferential Location charges per square feet and any other charges or levies as may be levied by the Competent Authority.

4. If any Applicant(s) fails to pay installments and as per the payment plan and maintenance charges or any amount due on the stipulated Due Dates, an interest @ 18% p.a., on such due amount will be charged from the Applicant(s). If the dues remain unpaid for a period of one month or more from the due date, on which such amount falls due, the 10% of the total sale price or the amount paid by the applicant to the DEVELOPER whichever is less of the SHOP/COMMERCIAL SPACE(S) will be forfeited by the DEVELOPER and the booking of the SHOP/COMMERCIAL SPACE(S) shall stand automatically cancelled without any further notice to the Applicant(s) and the defaulting Applicant(s) shall cease to have any lien or right on the said SHOP/COMMERCIAL SPACE(S). The balance amount paid by the Applicant(s) shall be refunded without any interest, only on surrender of the original receipts and Allotment Letter.

5. All payments by the applicant shall be made to the DEVELOPER through demand drafts / cheques in favour of **"Alpha Corp Development Pvt. Ltd."** payable at Gurugram/Meerut only.

6. The DEVELOPER has made clear to the Applicant that it shall be carrying out extensive developmental/ construction activities as it may deem fit in future in the entire area falling outside the said COMMERCIAL/OFFICE SPACE(S)/ Project and the Applicant has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the DEVELOPER on account of inconvenience, if any, which may be suffered by him / her due to such developmental / construction activities or incidental / related activities. The DEVELOPER relying on this specific undertaking of the Applicant in this application may provisionally agree to allot the SHOP/ COMMERCIAL SPACE(S) and this undertaking shall survive throughout the occupancy of the SHOP/COMMERCIAL SPACE(S) by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.

7. The Applicant(s) has seen and accepted the plans, designs, specifications which are tentative and the Applicant is making this application for provisional allotment with the full knowledge about the building plans, proposed specifications, location of the SHOP/COMMERCIAL SPACE(S), buildings, floor plans and other such terms and conditions. However, the same are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recast as the DEVELOPER may consider necessary or as directed by the concerned Competent Authority and/or Architect, at any time after the building plans for the Project are sanctioned and till the grant of

occupation certificate by concerned Competent Authority. The Applicant has in token of his / her / their / its acceptance of various lay-out plans of the said SHOP/COMMERCIAL SPACE(S) to be situated in the Commercial Complex and specifications, signed and executed the Annexures attached, which forms part and parcel of this Application and shall also form part and parcel of the Allotment Letter and the Applicant shall not raise any dispute / claim against the DEVELOPER in this regard at any time whatsoever. The Applicant hereby gives his/her/their/its consent to such variation/ additions/alterations and modifications.

8. The DEVELOPER shall have the right to effect suitable and necessary changes / alterations / modifications/adjustments / variations / amendments and / or revisions in the lay-out plans in the building or block of buildings of the Project, if and when found necessary, which alterations may involve all or any of the following changes (including but not limited to) viz. change in the position of the SHOP/COMMERCIAL SPACE(S), change in the number of the SHOP/COMMERCIAL SPACE(S) / or change in its dimensions or change in the height of the Commercial Complex / Project or the building or change in its area. The Applicant understands that to implement any or all of the above changes, supplementary agreements, if necessary, will be executed and further agrees to execute other such documents to effectuate such understanding. The Applicant further agrees and understands that if there is any increase /decrease in the super area, their rate per square foot and other charges will be applicable to the changed area i.e. at the same rate at which the SHOP/COMMERCIAL SPACE(S) was booked. In the event of any increase in the super area, the DEVELOPER shall be entitled to recover from the Applicant the additional price and such other proportionate charges, costs and expenses as the case may be.

9. The Applicant agrees that he / she / they / it shall pay the installments of the SHOP/COMMERCIAL SPACE(S) and such other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the project and the proportionate share of the other common facilities, specifically provided in the Allotment Letter, which may be located anywhere in the said proposed Commercial Complex, at the sole discretion of the DEVELOPER.

10. DEVELOPER has made it specifically clear to the Applicant and after having satisfied himself / herself/ themselves / itself, the Applicant has understood and agreed that the computation of the installments of the SHOP/COMMERCIAL SPACE(S) does not include recovery of payment towards maintenance charges of any kind by the DEVELOPER from the Applicant in any manner. As regards, payment of maintenance charges, the Applicant shall enter into a separate Maintenance Agreement with the designated maintenance agency to be appointed by the DEVELOPER in this regard. It is clarified to the applicant that maintenance charges for first 5 (five) years is payable in advance at the time of possession @Rs.5 per sq. ft. which shall be part of the sale price.

11. The Applicant(s) understands that the rates given are exclusive of the external development charges and the infrastructural development charges pro-rated per SHOP/COMMERCIAL SPACE(S) as applicable to this commercial site. Further any future upward revision thereof by the government agencies shall be recovered from the Applicant(s) on pro-rata basis.

12. The Applicant(s) hereby authorizes the DEVELOPER to forfeit the registration/ booking amount as per clause - I due or payable alongwith any other amounts of non-refundable nature in case of non-fulfillment of any of the terms and conditions herein contained and those of the Allotment Letter as also in the event of failure by the Applicant (s) to sign and return to the DEVELOPER the Allotment Letter within 15 (fifteen) days of its dispatch by the DEVELOPER.

13. Further, it is agreed by the Applicant(s) that in the event of the failure of the Applicant(s) to take the possession of the SHOP/COMMERCIAL SPACE(S), upon being intimated about the same by the DEVELOPER and in the manner as specifically described in the Allotment Letter, the DEVELOPER shall have the option to cancel his / her / their / its allotment and avail the remedies as stipulated in the Allotment Letter or the DEVELOPER may, without prejudice to its rights under any of the clause of the Allotment Letter and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the SHOP/COMMERCIAL SPACE(S) in the manner as stated in that clause on the condition that the Applicant(s) at that stage shall pay to the DEVELOPER holding charges @ @ Rs 200/- per sq. ft. for Commercial / Retail space of the super area of the SHOP/COMMERCIAL SPACE(S) per month for the entire period of such delay and DEVELOPER shall not hand over for occupation and / or for the handing over for use of the SHOP/COMMERCIAL SPACE(S) till the holding charges with applicable over due arrears of installments and interest, if any, are fully paid. Applicant(s) agrees that the holding charges as stipulated in this case shall be distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc, which shall be at the risk, responsibility and cost of the Applicant(s).

14. The Applicant(s) agrees and undertakes that he / she / they / it shall become a member of any association / society of said Commercial Complex as may be formed by the DEVELOPER on behalf of SHOP/COMMERCIAL

SPACE(S) Allottee(s), as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.

15. In the case of delay of 30 (thirty) days in making payment by the Applicant(s) to the DEVELOPER as per the Schedule of Payment, the DEVELOPER shall have the right to terminate / cancel the Registration / Allotment and forfeit 10% of the total sale price or the amount paid by the applicant lying deposited with the DEVELOPER whichever is less. The DEVELOPER shall also be entitled to charge interest @ 18% p.a. from the due date of installment (s) as per the Schedule of Payment, till the date of payment as stated in clause No. 4. However, the DEVELOPER may in its sole discretion, waive its right to terminate the allotment/ agreement and enforce all the payments and seek specific performance of the Allotment Letter. In such a case, the parties agree that the possession of the SHOP/COMMERCIAL SPACE(S) will be handed over to the Applicant(s) only upon the payment of all outstanding dues alongwith interest by the Applicant(s) to the satisfaction of the DEVELOPER.

16. The DEVELOPER shall not be responsible towards any third party making payment / remittances on behalf of the Applicant(s) and such third party shall not have any right in the application of the SHOP/COMMERCIAL SPACE(S) applied for herein in any way. The DEVELOPER shall issue receipt for payment in favour of the Applicant(s) only.

17. The Applicant(s) agrees that the provisional registration of the SHOP/COMMERCIAL SPACE(S) as well as the final allotment thereafter of the SHOP/COMMERCIAL SPACE(S) shall be subject to force majeure clause which inter-alia includes delay on account of non-availability of the steel and / or cement and / or other building materials, water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by the DEVELOPER, civil commotion or by reasons of war, enemy action, earthquake or any act of God or if non delivery of possession is as a result of any notice, order, rule or notification of the Central or State Government and / or any other public competent authority or for any other reason beyond the control of the DEVELOPER and in any of the aforesaid events the DEVELOPER shall be entitled to a reasonable extension of the time for delivery of possession of the SHOP/COMMERCIAL SPACE(S). for any of the aforesaid event, the DEVELOPER shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the COMMERCIAL / OFFICE SPACES on account of force majeure circumstances and in such eventually the ALLOTTEE(S) will not claim any amount of money by way of refund / damages / compensation / interest, etc. from the DEVELOPER. In case of the DEVELOPER abandoning the scheme for any reason beyond its control then the DEVELOPER'S liability shall be limited to the refund of the amount paid by the APPLICANT(S) as per the terms of Allotment Letter without interest. It is further categorically understood by the Applicant(s) that the DEVELOPER as a result of any contingency including force majeure reserves its right to alter, add or vary the terms and conditions of the allotment or if the circumstances beyond DEVELOPER'S control so warrant, the DEVELOPER may suspend the project / scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant for the period of delay / suspension of scheme.

18. That the transfer / assignment of the SHOP/COMMERCIAL SPACE(S) including rights as Allottee(s) herein, Applicant(s) shall require prior written permission, which will be at the sole discretion of the DEVELOPER and if permitted, the Transferor / transferee has to pay the transfer charges of the COMMERCIAL / OFFICE SPACE (S), at the time of the said transfer. Any change in the name of the APPLICANT(S) (including addition/deletion) as registered with the DEVELOPER will be deemed as transfer for the purpose. The administrative charges for the transfer of the SHOP/COMMERCIAL SPACE(S) amongst family members (husband/wife and own children/mother/father/brother/sister) will be 25% of the normal administrative charges. Claims, if any, between transferor and transferee will be settled between themselves i.e. transferor and transferee and the DEVELOPER will not be a party to it.

18.1 That in case of death of the APPLICANT(S), the allotted SHOP/COMMERCIAL SPACE(S) would be transferred to the legal heir(s) of the APPLICANT(S) on submission of the required documents, as per Law.

19. The Applicant(s) is / are, entitled to get the name of his / her / their nominee (s) in his / her / their place with the prior approval of the DEVELOPER, who may at its sole discretion permit the same on such conditions as it may deemed fit. The Applicant(s) shall pay to the DEVELOPER, transfer charges as applicable from time to time for the purpose of such substitution / nomination / transfer.

20. Assignment of allotment of the SHOP/COMMERCIAL SPACE(S) by the applicant(s) shall be permissible at the discretion of the DEVELOPER on payment of such administrative charges as may be fixed by the DEVELOPER from time to time. Provided however, that the allottee and the assignee (new allottee) agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of Allotment Letter. The applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the applicant(s) by the DEVELOPER that any nomination/transfer / assignment of Leased SHOP/COMMERCIAL SPACE(S) are subject to conditions / restrictions, if any, imposed by any statutory authorities. Further the applicant(s) agree to pay all fees, charges and other expenses, stamp duty, registration charges etc. to the DEVELOPER and / or the competent authorities payable on account of such

nomination/transfer/assignment of SHOP/COMMERCIAL SPACE(S)(s). However, in the event of any imposition of such further instructions at any time after the date of this application to restrict nomination/ transfer/assignment of the Allotted SHOP/COMMERCIAL SPACE(S)(s) by any statutory authority, the parties will have to comply with the same and the applicant(s) has specifically noted the same.

21. All statutory charges, Service Tax, other taxes, cess including any enhancement thereof and/or other levies demanded or imposed by the concerned authorities shall be payable proportionately by the applicant(s) from the date of booking as per demand raised by the DEVELOPER.

22. Non-payment of any consumption and / or maintenance charges pertaining to the allotted SHOP/COMMERCIAL SPACE(S) within the time specified shall also disentitle the applicant from the enjoyment of the common area facilities and services applicable to the said Project including the allotted SHOP/COMMERCIAL SPACE(S).

23. The super area of the SHOP/COMMERCIAL SPACE(S) includes the covered area inclusive of the area under the periphery walls, area under columns and common walls plus proportionate share of areas utilized for common use, services and facilities along with non-exclusive usage rights therein. It is clearly understood and agreed by the applicant(s) that the DEVELOPER has absolute and unrestricted right over all the signage areas for Display Board; Hoardings, illuminated signboards, Neon Sign, etc. in the atrium, lift, lift lobbies, corridors, basements, stair cases, parking spaces, front and rear inside facade of the Project Building(s) and has absolute authority to deal with the same in any manner whatsoever and the sale price has been achieved after taking into consideration that advertisement rights in the project are with the DEVELOPER.

24. It is made clear by DEVELOPER and agreed by the applicant(s) that all rights including/ownership thereof of terrace, facilities and amenities within the Project Building), shall vest solely with the DEVELOPER.

25. The DEVELOPER shall have the first lien and charge on the allotted SHOP/COMMERCIAL SPACE(S) for all its dues and other sums payable by the applicant to the DEVELOPER.

26. Loans from financial institutions to finance the SHOP/COMMERCIAL SPACE(S) may be availed by the applicant(s). However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant(s) shall not make such refusal an excuse for non-payment of further installments / dues.

27. The DEVELOPER shall be entitled to avail financial assistance from Bank / Financial Institutions for development of the said Project.

28. Applicant(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary Signature of First Applicant Signature of Second Applicant formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. The DEVELOPER shall not be responsible towards any third party making payment / remittances on behalf of any applicant and such third party shall not have any right in the application / leasing of the SHOP/COMMERCIAL SPACE(S) (s) applied for herein in any way. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / the DEVELOPER, the amount paid towards booking and further consideration will be returned by the DEVELOPER as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the DEVELOPER will not be liable in any manner on such account.

29. The applicant(s) undertake to abide by and comply with all terms and conditions of the concerned Authority and all the laws, rules and regulations, terms and conditions applicable / made applicable to the SHOP/COMMERCIAL SPACE(S) / Project. The applicant(s) hereby covenants with the DEVELOPER to pay from time to time and at all times, the amounts which the applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the DEVELOPER and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the DEVELOPER may suffer as a result of non payment, non observance or non performance of the said covenants and conditions by the applicant(s).

30. The construction of the Project building is likely to be completed within 59 months from the date of start of the construction. (with a reasonable extension as applicable under law). However, if due to any reason beyond the control of the DEVELOPER or due to any unforeseen circumstances e.g. non availability of materials, technical issues, snags, change of laws by the Government/Local Authorities/court orders, force majeure etc., there is a delay in completion of the building and handing over the possession of the SHOP/COMMERCIAL SPACE(S), no claim by way of damages/ compensation/ interest shall lie / be admissible against the DEVELOPER.

31. The applicant shall before taking possession of the SHOP/COMMERCIAL SPACE(S), must clear all the dues towards the SHOP/COMMERCIAL SPACE(S) and have the Sub-Lease Deed for the SHOP/COMMERCIAL SPACE(S) executed in his/ her/ its favour by the DEVELOPER after paying applicable stamp duty, registration fee and other charges/expenses.

32. The applicant hereby agree to comply with all the prevailing laws applicable in respect of the SHOP/COMMERCIAL SPACE(S), the terms and conditions of the Authority including but not limited to provisions of, Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their Rules, Notifications etc., and the applicant(s) shall always remain solely responsible for the consequence of non-compliance of the aforesaid Acts/Rules or any other applicable provisions.

33. The Applicant(s) shall get his complete address registered with the DEVELOPER at the time of booking and it shall be his /her/their/its responsibility to inform the DEVELOPER by Registered A.D. letter about all subsequent changes in his 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 at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. In all communications the reference of the SHOP/COMMERCIAL SPACE(S) must be mentioned clearly. In case there are joint applicants, all communication shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.

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

35. That any dispute, controversy or claim arising out of or in relation to these terms and conditions and / or breach and invalidity thereof , if the same cannot be settled amicably among the parties herein, shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996 (as amended).

36. The Courts at Meerut shall have jurisdiction in case of any dispute.

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 shall be comprehensively set out in the Allotment Letter which shall supersede the terms and conditions set out in this application.

Signature of First Applicant

Signature of Second Applicant