

## APPLICATION FORM

# KVD WindPark

**For Official Use:** Application No. .... Marketing Executive/Broker:.....

**Customer Type:**  Individual  Ltd. Company  Pvt. Ltd. Company  Proprietorship  Partnership Firm  HUF  NGO/Charitable Trust

**M/s K V Developers Pvt. Ltd.,**

A-19, Ground Floor,  
Sec-19, Noida-201301

Dear Sir,

The Applicant(s) have examined the tentative plan of Residential Group Housing Project named as “**KVD WindPark**” to be developed and constructed by M/s K V Developers Pvt. Ltd. (herein referred to as “Company/Promoter”) on land falling in Plot No. DV-GH-09B, Sector-Techzone IV, Greater Noida admeasuring 19986.00 Sq. Mtrs., (hereinafter referred as **Project**) hereby apply for allotment of a Apartment therein.

The Applicant(s) agrees and confirms to sign the Allotment Letter/Buyers Agreement in entirety. The Applicant(s) agrees to abide by the basic terms and conditions attached to this Application Form and also agrees to sign and execute, as and when desired by the Company/Promoter, the Allotment Letter or the Buyer’s Agreement on the Company/Promoter’s standard format and the Applicant(s) further confirms that he/she has read and perused the Allotment Letter/Buyers Agreement, containing the detailed terms and conditions and in addition, the Applicant(s) further confirms to have fully understood the terms and conditions of the Allotment Letter/Buyers Agreement (including the Company/Promoter’s limitations) and the Applicant(s) is agreeable to perform his/her obligations as per the conditions stipulated in the Allotment Letter/Buyers Agreement. Thereafter the Applicant(s) has applied for allotment of an apartment in the Said Project and has requested the Company/Promoter to allot an apartment.

The Applicant(s) shall accept the specifications of the Apartment and shall pay Total Lease Premium/Total Cost of Apartment includes a) Basic Lease Premium/ Basic Sale Price, PLCs, b) Other Charges of the Apartment, c) Additional Cost, i.e. Car Parking Garage Charges, , Interest Free Maintenance Security (IFMS), Club Charges d) Govt. Charges lease rent, taxes, GST, other taxes etc. applicable Stamp Duty etc. as per Payment Plan and as when demanded by the Company/Promoter. The Applicant(s) encloses herewith a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favour of the Company/Promoter towards the booking amount, being part Earnest Money (part Booking Money ) of the Apartment.

The Applicant(s) clearly understand that this application does not constitute an agreement to sale and Applicant(s) do not become entitled to the provisional and/or final allotment of Apartment notwithstanding the fact that the Company/Promoter may have issued a receipt in acknowledgement of the money tendered with this application. It is only, after deposit of Earnest Money (Booking Deposit) and also dispatch of “Letter of Allotment” to the Applicant(s) by the Company/Promoter or Applicant(s) sign and execute the Allotment letter, Addendum to the allotment letter, Buyers Agreement and/or such other documents as may be required by the Company/Promoter (depending on the option availed) the allotment shall become final and binding upon the Company/Promoter. The Applicant(s) agrees, consents and authorizes the Company/Promoter to cancel the provisional allotment/ provisional booking, at the sole discretion of the Company/Promoter, if the Applicant(s) fails to execute and return the Agreement/ Allotment letter within thirty (30) days from the date of its dispatch by the Company/Promoter and on such cancellation, the Applicant(s) consents and authorizes the Company/Promoter to forfeit the Earnest Money (hereinafter defined) along with other Deductible/Non Refundable Amounts (hereinafter defined).

The Applicant(s) agrees that if the Company/Promoter allots the Said Apartment along with Garage (herein after defined) then the Applicant(s) agrees to pay the Total Lease Premium (hereinafter defined) and all other amounts, Taxes and Cesses, charges and dues as per the payment plan opted by the Applicant(s) and/ or as and when demanded by the Company/Promoter or in accordance with the terms of this Application/Agreement.

The Applicant(s) particulars are given below:

Signature of Applicant(s)

X

X





Apartment No: Tower Type/ Category Total Carper Area: Sq Ft. Sq Mtr

**DETAILS OF PRICING:**

	Rate List (Sq Ft/Sq Mtr) in Rupees	PRICE TO BE PAID in Rupees
<b>A. Basic Sale Price (BSP)/Basic Lease Premium of the Apartment</b>		
Basic Sale Price (BSP)/ Basic Lease Premium	Rs <input type="text"/>	<input type="text"/>
All Preferential Location Charges	Rs <input type="text"/>	<input type="text"/>
<b>B. Other Charges Applicable on the Apartment</b>		
EDC & IDC(if applicable)	Rs <input type="text"/>	<input type="text"/>
EEC/FFC/Electrical & Water(if applicable) Securities (ESC),	Rs <input type="text"/>	<input type="text"/>
DG Power Backup, Fire Fighting Charges	Rs <input type="text"/>	<input type="text"/>
Other Charges *	As and when demanded by the Company/Promoter	As and when demanded by the Company/Promoter
<b>C. Additional Cost</b>		
1.Club	Rs <input type="text"/>	<input type="text"/>
2. Garage	Rs <input type="text"/>	<input type="text"/>
3. Interest Free Maintenance Security (IFMS)	Rs <input type="text"/>	<input type="text"/>
<b>D. Government Levies /Taxes/Other Charges*</b>		
Lease Rent (as applicable)	As and when demanded by the Company/Promoter	As and when demanded by the Company/Promoter
Service Tax, Vat, other Taxes and Cess, Stamp Duty, other expenses (as applicable) *	As and when demanded by the Company/Promoter	As and when demanded by the Company/Promoter
<b>Total Lease Premium*/Total Amount *(A+B+C+D) *</b>	Rs <input type="text"/>	<input type="text"/>
Amount in Figure		
Amount in Words		
<b>Plan Details (Tick whichever is applicable):</b> a. Other Payment Plan <input type="checkbox"/> b. CLP <input type="checkbox"/> c. SPP <input type="checkbox"/> d. Flexi <input type="checkbox"/>		

Mode of Booking: a.  Direct b.  Broker c.  Employee Referral } Employee Name: .....  
Employee Code: .....

**Broker Information:**

Broker Name:  Broker Code:   
 Broker Address:   
 Broker Contact No.  Broker Signature With Seal:

**DECLARATION**

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked Apartment by the Company/Promoter, if the enclosed document/ information found to be forged or faked. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/ Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company/Promoter of any change in my/our address or in any other particular/ information, given above, till the booked property 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 Company/Promoter shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid Apartment through my/our aforesaid broker and I/we shall be liable and responsible for any action/inaction of aforesaid broker in respect of aforesaid Apartment, and shall not hold the Company/Promoter responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Apartment then I/we shall provide NOC from my/our aforesaid broker.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/ हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्पेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/ हमने इस दस्तावेज पर अपने हस्ताक्षर/ दस्तखत किये हैं।

Name of the Applicant(s)

Signature of the Applicant(s)

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Note: i) All Cheque/ Drafts to be made in favor of "M/s KV Developers Pvt. Ltd." payable at par only.

ii. Persons Signing the Application Form on Behalf of other person/firm/Company/Promoter shall file proper Authorization/Power of attorney.

iii) \*: Other Charges, Govt. Charges, Service Tax, Vat, other Taxes and Cess shall be payable by the Applicant(s) as and when demanded by the Company/Promoter.

**BROKER DECLARATION**

(\*o be filled by the Broker in case of Broker Booking)

I \_\_\_\_\_ authorized signatory of M/s \_\_\_\_\_ having Broker Code No. \_\_\_\_\_, and RERA registration No. \_\_\_\_\_ do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/ information found to be forged or fake and resultant cancellation of booked Apartment by the Company/Promoter. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

Address & Mobile No.

.....  
Signature of the Broker with stamp

Signature Specimen

First Applicant Signature	
Specimen One	Specimen Two
Co/Second Applicant Signature	
Specimen One	Specimen Two

CHECKLIST

- Application Form is completely filled with photographs and duly signed by the Applicant(s).
- Four Specimen Signatures have been made by the Applicant(s).
- Cheque for booking amount is in proper name and duly signed and dated.
- Self attested copies of PAN card of all applicants are attached with the form.
- Self attested copy of Passport for all foreign Nationals of Indian Origin is attached with the form.
- Address Proof and other relevant documents are attached with the form.

**Remarks (if any):**  
**Booking Concession (if any):** .....

.....  
Booked By

.....  
Checked By

.....  
Approved By

## Terms & Conditions

1. The Applicant(s) has applied for allotment of Apartment in the Residential Project "KVD WindPark" ("Project") to be developed and constructed by **M/s K V Developers Pvt. Ltd.** (hereinafter referred to as the "**Company/Promoter**") situated Plot No. DV-GH-09B, Sector-Techzone IV, Greater Noida admeasuring 19986.00 Sq. Mtrs.
2. The **Company/Promoter** is fully competent to execute and accept this Application and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
3. That the Real Estate Authority under The Real Estate (Regulation And Development) Act, 2016 has been established, in the state of Uttar Pradesh by the Government of UP. That Promoter has registered himself under the Act. And the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_; authenticated copy is attached in Annexure 'F'
4. The Promoter has obtained the building plan approvals for the Project from Greater Noida Industrial Development Authority.
5. Notwithstanding anything contained herein in this Application, the Applicant(s) understand that his Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
6. Before applying for allotment of Apartment, Applicant(s) has full knowledge and understanding of all the laws, notifications and rules as are applicable to the Project, which also have been duly explained by the Company/Promoter and understood by the Applicant and also verified the terms/ conditions of provisional allotment and price of the said Apartment with other Developers in the vicinity and has fully satisfied himself about the terms, conditions, price of the said Apartment and nature of rights, title, interest of the Company/Promoter in the said Project, which is to be developed/ constructed by the Company/Promoter as per prevailing byelaws/guidelines of the Greater Noida Industrial Development Authority (GNIDA)/RERA or any other concerned authority (hereinafter referred to as "**said Authority**") and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof. The Applicant(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority and/or other Concerned Authorities including but limiting to RERA in this regard to the Company/Promoter /Applicant(s).
7. The allotment of the Apartment is entirely at the discretion of the Company/Promoter. The allotment of the said Apartment shall be provisional and shall be confirmed on deposit of full Booking Money / Earnest Deposit and the issuance of Letter of Allotment or on signing of Buyer's Agreement/Allotment Letter on the Company/Promoter's standard format which has been read and understood by him.
8. The Total Lease Premium/Total Cost of Apartment includes a) Basic Lease Premium /Basic Sale, Price, PLCs, b) Other Charges of the Apartment, c) Additional Cost, i.e. Garage Charges, Interest Free Maintenance Security (IFMS), Club Charges d) Govt. Charges lease rent, GST, , other present / future taxes etc., applicable Stamp Duty etc. However, Other Charges, Govt. Charges, GST, other taxes, cess, stamp duty, other expenses shall be demanded from Applicant(s), the after estimation/calculation by the Company/Promoter.
9. Subject to the other terms and conditions of this Application/Buyers Agreement/Allotment Letter, on and after the payment of the Total Lease Premium/Total Cost of Apartment and other charges and dues as per the Application/ Agreement/Allotment Letter, the Applicant shall have the: i) ownership of the lease hold rights of the apartment area of the Said Apartment; ii) the right to use common areas and facilities along with the other apartment owners; iii) right to exclusive use of the Parking Space/Garage(s); and iv) undivided proportionate interest in the Foot Print of the Said Building, in which apartment is situated calculated in the ratio of super area of the Said Apartment to the total super area of all apartments/buildings in the Said Project. The Applicant(s) agrees that the Applicant(s) shall not have any right in any commercial premises/buildings, shops, community Centre/ club, and school, if any, constructed/situated in the Said Project. The Company/Promoter shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, school etc., or in the operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and engagement or any other mode including transfer to Government, semi-government,
10. The Applicant(s) acknowledge that the Company/Promoter, as and when demanded by him, has provided all information & clarifications as required by him and that Applicant(s) has not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company/Promoter, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition and usage of the Project and the said Apartment (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company/Promoter, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that Applicant(s) has relied solely on his own judgment and investigation(s) for applying for allotment of the said Apartment.
11. The Applicant(s) hereby agrees and understand that the Apartment area provided herein & subsequently in Allotment Letter/ Buyer(s) Agreement are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company/Promoter and The Applicant(s) hereby give his consent for change (decrease/ increase) in the area of the said Apartment, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company/Promoter on completion of development of the Project. In case of increase in the area of the said Apartment, The Applicant(s) shall pay for the initial 10% of increase in area at the rate of booking of the said Apartment and shall pay for balance increased area at the then prevailing Company/Promoter's rate/ market rate. In case of decrease of the allotted area of the said Apartment, the amount received in excess over and above the Total Lease Premium of the said Apartment based on the changed area, shall be refunded / adjusted (as may be) by the Company/Promoter to the him without his protest and demur and without any interest thereon.
12. Applicant(s) has examined the plans, designs and specifications of the Apartment and have agreed that the Company/Promoter shall apply for revision of the plan or usage of the Apartment or may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Apartment.
13. Applicant(s) has specifically agreed that if due to any change in the layout, the said Apartment ceases to be preferentially located, the Company/Promoter shall refund/ adjust the amount of preferential location charges paid by him in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Apartment becomes preferentially located, then The Applicant(s) shall be liable and agrees to pay the preferential location charges as and when demanded by the Company/Promoter as per prevailing rates.
14. The Applicant(s) agrees that the amount paid with the application and in installments as the case may be, to the extent of 10 % of sale consideration of the Apartment shall collectively constitute the earnest money.

15. (i) The Applicant(s) understand and agrees with the payment plan opted by him and the Applicant(s) further agrees that timely payment of installments of Basic Lease Premium /Basic Sale, Price and Other Charges, allied/ additional cost, Govt. levy etc. pertaining to the said Apartment is the essence of the terms of the booking. The Applicant(s) agrees to make all payments within time as per the terms of Schedule of Payments as mentioned in Annexure-A and/or as may be demanded by the Company/Promoter from time to time and The Applicant(s) agrees that the Company/Promoter is under no obligation to send demand/ reminders for payments and the Applicant(s) can check the status of construction from Company/Promoter Website or by calling Customer Care. If The Applicant(s) fail/ default in making payment of due amount within stipulated period or my /our tendered cheque or draft got dishonored by his banker, then the Company/Promoter shall have rights mentioned herein below:

(a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said Apartment,

Signature of Applicant(s) (b) to forfeit/deduct the earnest money / booking advance together with interest on installments due but unpaid and interest on delayed payments and other deductible/non-refundable amount as a) amount to be paid/or paid to Broker, b) any tax, govt. cess other amount paid to Authority or Govdrrmnet.

(c) to re-allocate the provisional allotment of the said Apartment which includes change in area and location of the said Apartment.

(ii) If the Company/Promoter opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount after aforesaid deductions shall be refundable to him without any interest, after compliance of certain formalities by the Allottee(s).

(iii) If the Company/Promoter opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Apartment, then the price towards increase/decrease of re-allotted Apartment shall be dealt (paid/adjusted) in a manner detailed in this Application Form.

(iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company/Promoter in the Basis Lease Premium/ payment term to him in lieu of his consensus for timely payment of installments and other charges/other allied/ additional cost, then The Applicant(s) hereby authorize the Company/Promoter to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which The Applicant(s) hereby agrees to pay immediately. The Company/Promoter in its absolute discretion may condone the delay by charging penal interest @ 24 % p.a. thereafter on all outstanding dues from their respective due dates. The payment plan is annexed herewith as **Annexure-A**.

16. The Applicant(s) hereby agrees that in case of cancellation of booking of the said Apartment, The Applicant(s) shall submit 'No Objection Certificate' from the concerned broker, if any, in this regard.

17. The Applicant(s) further agrees that in case of Down payment plan, or any Special or Other Payment Plan, wherein Applicant(s) has taken any price benefit from the Company/Promoter, and if the Applicant(s) fail to pay the installments in the promised time frame, then the aforesaid Payment Plan shall be automatically considered canceled and aforesaid benefit shall be revoked and Payment Plan shall be automatically considered as Time Linked Payment Plan or Construction Linked Payment Plan or any other payment plan at sole discretion of the Company/Promoter. In concurrence of the same the Company/Promoter shall take the step detailed in sub-clause (iii) and (iv) of Clause 10 and shall have right to withdraw rebates or any other discounts provided in the aforesaid payment plan of the said Apartment.

18. The Applicant(s) agrees to make all payments within time in terms of schedule of payments as mentioned in Annexure-A and/or as may be demanded by the Company/Promoter from time to time without any reminders from the Company/Promoter through demand drafts/ cheques drawn upon scheduled banks in favor of "M/s K V Developers Pvt. Ltd." payable at par. The Applicant(s) further agrees that in case The Applicant(s) make any payment towards the said Apartment from any third party account, then the Applicant(s) shall ensure that there would be no claim by such third party in the said Apartment Space against the payment made from third party account and the Applicant(s) further agrees that the Company/Promoter shall not be liable or responsible for any inter-se transaction between such third party and him in any manner whatsoever. In the event, The Applicant(s) make any payment through any third party account then the Applicant(s) hereby agrees to submit a declaration signed by such third party to the Company/Promoter and upon receipt of such declaration from the third party and realization of payment, the Company/Promoter shall proceed to issue receipt of such payment made by him from third party account. Further if Applicant(s) wants to withdraw the Booking or this application, then he can do so within 30 days of date of submission of this Application Form. The Applicant(s) will get full refund of amount paid to the Company/Promoter in this case, i.e. without any deduction from the Company/Promoter. Afterwards, if Applicant(s) withdraws his booking then, the same is permissible at the sole discretion of the Company/Promoter. And Company/Promoter can only permit after forfeiture of the Earnest Money along with other deductible and non-refundable amount as stipulated in this Application Form after the said Apartment is allotted some other intending Allottee(s) and after receipt of payment from that new intending Allottee(s) and after compliance of certain formalities by the Allottee(s)

19. The Applicant(s) agrees that the offer for allotment of the said Apartment and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment) shall be subject to the permissions granted by Greater Noida Industrial Development Authority (GNIDA) and the usage of the said Apartment and construction thereon by the applicant shall be subject to approval of plan of the said Apartment by the Competent Authority as per terms conditions, rules and regulations of Greater Noida Industrial Development Authority (GNIDA) and shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and are a for common usages in the said Apartment. The Applicant(s) further agrees that irrespective of the size of the Apartment to be allotted through Buyer's Agreement/Allotment Letter, The Applicant(s) can only be entitled to construct the building thereon only in the area approved in zoning plan. If the concerned Authority may impose the certain restriction/ permission towards built up area on the said Apartment, in such eventuality the Applicant(s) shall be liable to comply with such restriction/ permission to its fullest extent.

Signature of Applicant(s) 20. The Applicant agrees that the present Application and provisional Allotment is non-transferrable/non-assignable/no-nomination. However, the Company/Promoter may entertain any transfer/nomination/substitution/assignment request of the provisional allotment upon receipt of at least 30% of Total Lease Premium. The permission to allow transfer shall be at the sole discretion of the Company/Promoter, which may grant or refuse permission. Any transfer by the Applicant without the prior permission/approval of the Company/Promoter shall be treated as null and void and such transfer shall not be binding on the Company/Promoter. The Company/Promoter shall not be responsible or liable in any manner whatsoever on account of any transfer which is effected without the prior approval of the Company/Promoter in writing.

21. If transfer/nomination is allowed the Company/Promoter shall charge an administrative fee, as may be decided by the Company/Promoter from time to time, and the transfer shall be effected in a manner and as per procedure as may be formulated by the Company/Promoter. The Applicant and the transferee shall be required to submit such necessary documents in the formats as may be required by the Company/Promoter for such transfers. It is

further clarified that the transfer / nomination of Apartment where notice of possession has been issued shall be allowed only after execution of Conveyance Deed/Sub-lease Deed

22. All statutory charges, taxes, cess, GST and other levies demanded or imposed by the concerned authorities shall be payable proportionately by him from the date of booking as per demand raised by the Company/Promoter. Notwithstanding anything contains contrary hereinabove, The Applicant(s) hereby understand that GST shall be payable in accordance with his opted payment plan for payment of sale consideration of the said Apartment. If The Applicant(s) fail to disburse the installment along with applicable GST of the sale consideration of the said Apartment in timely manner, in such eventuality, the unpaid service tax, VAT, other statutory charges, taxes, cess shall be construed as unpaid sale consideration of the said Apartment and Applicant shall be liable to pay the due installments along with due service tax along with interest calculated @24 % per month (or, as applicable).
23. The Applicant(s) hereby agrees to pay to the Company/Promoter interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Applicant(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The Applicant(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/Promoter/ the Maintenance Agency from the date of commencement of maintenance services by the Company/Promoter/ the Maintenance Agency in the said Project, whether the Apartment is physically occupied by him or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Applicant(s) hereby authorizes the Company/Promoter to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Apartment and further the Applicant(s) hereby agrees and authorize the Company/Promoter/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/Promoter/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and The Applicant(s) hereby agrees that the Company/Promoter/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, The Applicant(s) hereby agrees to pay maintenance charges in respect of the said Apartment regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, the Applicant(s) hereby agrees to pay maintenance charges along-with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle me/ us to the enjoyment of common services including electricity, water etc.
24. In case at any time the Company/Promoter hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), The Applicant(s) hereby agrees to join the said RWA. Further the Company/Promoter shall have the right to transfer the balance Advance Maintenance Charges after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Applicant(s) to such RWA/ Maintenance Agency, as the Company/Promoter may deem fit, and thereupon the Company/Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Applicant(s) on account of the same.
25. The Applicant(s) has NRI/ PIO status or if Applicant(s) is foreign national(s) then Applicant(s) shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing 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/ Company/Promoter, the amount paid towards booking and further consideration will be returned by the Company/Promoter as per applicable rules without any interest and the allotment shall stand cancelled forthwith. Applicant(s) agrees that the Company/Promoter will not be liable in any manner on such account.
26. The Company/Promoter shall have the first lien and charge on the said Apartment for all its dues and other sums payable by the Applicant(s) to the Company/Promoter. Loans from financial institutions to finance the said Apartment may be availed by him. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Apartment and Applicant(s) hereby agrees to pay the sale consideration of the aforesaid Apartment according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
27. In case the Company/Promoter is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company/Promoter shall refund the amount paid by the applicant upon compliance of necessary formalities by him.
28. The Company/Promoter shall endeavor to give possession of the Apartment to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company/Promoter with a reasonable extension of time for possession subject to making of timely payment of installments to the Company/Promoter by him.
29. The Applicant(s) shall before taking possession of the Apartment, must clear all the dues towards the Apartment and have the Tripartite Lease Deed for the said Apartment executed in his favor by the Company/Promoter after paying applicable stamp duty, registration fee and other legal charges/ expenses.
30. The Applicant(s) shall use/ cause to be used the said Apartment for designated residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Apartment and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company/Promoter for all other losses resulting there from.
31. The Applicant(s) shall have no objection in case the Company/Promoter creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Apartment to him.
32. The Applicant(s) shall get his complete address and e-mail ID registered with the Company/Promoter at the time of booking and it shall be his responsibility to inform the Company/Promoter through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, 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 there from. The Applicant(s) hereby agrees that the Company/Promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company/Promoter.
33. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by him that reference shall be made to the detailed terms of the Allotment Letter/ Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by him. It is specifically agreed by him that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Buyers Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, The Applicant(s) shall be

Signature of Applicant(s)

bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Buyer(s) agreement in this regard.

34. In case there are joint applicants, all communications shall be sent by the Company/Promoter 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.
35. If any misrepresentation/ concealment/ suppression of material facts are found to be made by him, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
36. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Apartment) including the interpretation and validity of the terms 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 process of Arbitration. The Arbitrator shall be appointed by the Company/Promoter and the decision of the Arbitrator will be final and binding on all the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/ New Delhi. Subject to Arbitration as referred above, the Courts at Delhi and Greater Noida shall have jurisdiction in case of any dispute.

**DECLARATION:**

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we have sought detailed explanations and clarifications from the Company/Promoter and the Company/Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Company/Promoter that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Apartment in relation to the said Apartment. If any other Persons has signed this Application Form on behalf his behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्पष्टता से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

**Name of Applicant (s)**

**Signature of Applicant(s)**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**PAYMENT PLANS**