



APPLICATION FORM

Applicant's Particulars for Reference and Record

* To be filled in BLOCK LETTERS by the applicant.

SOLE/ FIRST APPLICANT DETAILS (Leave a Space Blank between two consecutive words)

Customer Name	<input type="text"/>											
S/o, W/o, D/o, C/o	<input type="text"/>											
DOB/DOI	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Gender	<input type="text"/>
Profession	<input type="text"/>											
Designation	<input type="text"/>											
Company/Firm Name	<input type="text"/>											
PAN*	<input type="text"/>											
Aadhaar No.*	<input type="text"/>											

Affix a Recent Colored Passport Size Photograph of the Applicant and Sign Across it

Phone No (Resi)	<input type="text"/>	Office No.	<input type="text"/>
Mobile No.	<input type="text"/>	Passport No.	<input type="text"/>
Email ID	<input type="text"/>		

Permanent Address				<input type="text"/>
<input type="text"/>				City <input type="text"/>
State	<input type="text"/>	PIN	<input type="text"/>	Country <input type="text"/>
Office Address				<input type="text"/>
<input type="text"/>				City <input type="text"/>
State	<input type="text"/>	PIN	<input type="text"/>	Country <input type="text"/>
Correspondence Address				<input type="text"/>
<input type="text"/>				City <input type="text"/>
State	<input type="text"/>	PIN	<input type="text"/>	Country <input type="text"/>

Kindly (X) the relevant box

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

Marital Status: Married Unmarried No. of Children

Professional Details :

a) Industry : IT IT-ES/BPO/KPO Manufacturing Financial Services Telecom Retail
 Hospitality Services Medical/Pharmaceutical Media/Entertainment Travel/Transport Other

Please Specify :

b) Annual Income : <15 Lakhs 15 - 20 Lakhs 20 - 30 Lakhs 30 - 50 Lakhs 50 Lakhs & >

Date :

Place :

First Applicant Signature
(Signature should be within the Box)

*Self attested copy of PAN Card/ AADHAR Card to be attached mandator

Applicant's Particulars for Reference and Record

* To be filled in BLOCKED LETTERS by the applicant.

CO-APPLICANT DETAILS (Leave a Space Blank between two consecutive words)

Customer Name	<input type="text"/>										
S/o, W/o, D/o, C/o	<input type="text"/>										
DOB/DOI	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Profession	<input type="text"/>										
Designation	<input type="text"/>										
Company/Firm Name	<input type="text"/>										
PAN*	<input type="text"/>										
Aadhaar No.*	<input type="text"/>										
Relationship with the First Applicant	<input type="text"/>										

Affix a Recent Colored Passport Size Photograph of the Applicant and Sign Across it

Phone No (Resi)	<input type="text"/>	Office No.	<input type="text"/>
Mobile No.	<input type="text"/>	Passport No.	<input type="text"/>
Email ID	<input type="text"/>		

Permanent Address			
<input type="text"/>	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	PIN	<input type="text"/>
Country <input type="text"/>			
Office Address			
<input type="text"/>	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	PIN	<input type="text"/>
Country <input type="text"/>			
Correspondence Address			
<input type="text"/>	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	PIN	<input type="text"/>
Country <input type="text"/>			

Kindly (X) the relevant box

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

Marital Status: Married Unmarried No. of Children

Professional Details :

a) **Industry :** IT IT-ES/BPO/KPO Manufacturing Financial Services Telecom Retail
 Hospitality Services Medical/Pharmaceutical Media/Entertainment Travel/Transport Other

Please Specify :

b) **Annual Income :** <15 Lakhs 15 - 20 Lakhs 20 - 30 Lakhs 30 - 50 Lakhs 50 Lakhs & >

Date :
Place :

Second / Co-Applicant Signature
(Signature should be within the Box)

*Self attested copy of PAN Card/ AADHAR Card to be attached mandator

Applicant's Particulars for Reference and Record

* To be filled in BLOCKED LETTERS by the applicant.

CO-APPLICANT DETAILS (Leave a Space Blank between two consecutive words)

Customer Name	<input type="text"/>										
S/o, W/o, D/o, C/o	<input type="text"/>										
DOB/DOI	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Gender	<input type="text"/>
Profession	<input type="text"/>										
Designation	<input type="text"/>										
Company/Firm Name	<input type="text"/>										
PAN*	<input type="text"/>										
Aadhaar No.*	<input type="text"/>										
Relationship with the First Applicant	<input type="text"/>										

Affix a Recent Colored Passport Size Photograph of the Applicant and Sign Across it

Phone No (Resi)	<input type="text"/>	Office No.	<input type="text"/>
Mobile No.	<input type="text"/>	Passport No.	<input type="text"/>
Email ID	<input type="text"/>		

Permanent Address	<input type="text"/>									
	<input type="text"/>									
State	<input type="text"/>	PIN	<input type="text"/>	Country	<input type="text"/>					
Office Address	<input type="text"/>									
	<input type="text"/>									
State	<input type="text"/>	PIN	<input type="text"/>	Country	<input type="text"/>					
Correspondence Address	<input type="text"/>									
	<input type="text"/>									
State	<input type="text"/>	PIN	<input type="text"/>	Country	<input type="text"/>					

Kindly (X) the relevant box

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

Marital Status: Married Unmarried No. of Children

Professional Details :

a) **Industry :** IT IT-ES/BPO/KPO Manufacturing Financial Services Telecom Retail
 Hospitality Services Medical/Pharmaceutical Media/Entertainment Travel/Transport Other

Please Specify :

b) **Annual Income :** <15 Lakhs 15 - 20 Lakhs 20 - 30 Lakhs 30 - 50 Lakhs 50 Lakhs & >

Date :
Place :

Third / Co-Applicant Signature
(Signature should be within the Box)

*Self attested copy of PAN Card/ AADHAR Card to be attached mandator

DETAILS OF UNIT:

Unit No. _____	Block/ Tower _____	Floor _____
Total Salable Area: Sq. Ft. _____	Sq. Mtrs. _____	Total Carpet Area: Sq. Ft. _____
		Sq. Mtrs. _____

DETAILS OF PRICING:

	As per applicable Price List (Sq Ft/Sq Mtr)	PRICE																							
A. Basic Cost of the Commercial Unit		Rs.	Paise																						
Basic Sale Price (BSP)	<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td></tr> </table>		
B. Additional Cost		Rs.	Paise																						
1. Power Backup	<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td></tr> </table>		
2. Covered Car Parking	<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td></tr> </table>		
3. Club Membership	<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td></tr> </table>		
4. EEC/FFC	<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td></tr> </table>		
5. C.R.F.	<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td></tr> </table>		
6. Internal Development Charges (IDC)	<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td></tr> </table>		
7. PLC'S	<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td></tr> </table>		
8. Others	<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td></tr> </table>		
Total Amount (A+B) Amount if figure	<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>											<table border="1" style="width:100%; height: 20px;"> <tr><td></td><td></td></tr> </table>		
Amount in Words																									
Plan Type _____																									
Mode of Booking: a. <input type="checkbox"/> Direct b. <input type="checkbox"/> Dealer c. <input type="checkbox"/> Employee Referral		Employee Name : _____ Employee Code : _____																							

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 Commercial Unit by the Company, if the enclosed document/ information are 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 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 shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid Commercial Unit through my/our aforesaid dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid Commercial Unit, and shall not hold the Company 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 Commercial Unit then I/we shall provide NOC from my/our aforesaid dealer.

Further, if the total sale consideration of the said Commercial Unit is Rs. 50 Lacs or more, then I hereby agree/ undertake to deduct and deposit of TDS @ 1% against each and every payment to the Company in compliance of provision of Section 194 (1A) of the Income Tax Act, 1961.

Name of the Applicant(s)

Signature of the Applicant(s)

1. _____
 2. _____
 3. _____

1. _____
 2. _____
 3. _____

Note: i) All Cheque/ Drafts to be made in favor of "M/s MMR SAHA Infrastructure Pvt. Ltd. 52ND AVENUE " - payable at Noida/Delhi.
 ii) Persons Signing the Application Form on Behalf of other person/firm/company shall file proper Authorization/Power of attorney.

DEALER INFORMATION AND DECLARATION

(*To be filled by the Dealer in case of Dealer Booking)

Dealer Name	
Dealer Address	
Dealer Code	
	Dealer Contact No.

I _____ Authorized Signatory of M/s. _____ having aforesaid ASO Code 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 faked and resultant cancellation of booked said Shop/Unit by the Company. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

(Signature of Dealer with Stamp)

SIGNATURE SPECIMEN

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

CHECK LIST

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

Remarks (if any) :
 Booking Concession (if any) : _____

Booked By	Checked By	Approved By
-----------	------------	-------------

TERMS & CONDITIONS

1. I/we am/are willfully and voluntarily through this Application after understanding and agreeing to the terms and conditions mentioned herein applying for the provisional allotment of Commercial Unit in "52nd Avenue" to be developed and constructed on Plot No E1, situated at Sector 52, Gautam Budh Nagar, Uttar Pradesh – 201307 ("Said Project"), under lawful arrangement by M/s. MMR Saha Infrastructure Pvt Ltd. having its registered office address at A-10, B-1, Third Floor, Mohan Co-operative Industrial Estate Ltd. Badarpur, New Delhi - 110044 (Corporate Identification No. U70101DL2011PTC218151) (hereinafter referred to as the "the Company")
2. I/ we agree that the allotment of the Commercial Unit shall be entirely at the sole discretion of the Company subject to performing the obligations of my/ our part, within the stipulated time period, as mentioned in the opted payment plan. The allotment of the said Commercial Unit shall be provisional and shall be confirmed only after payment of further consideration and issuance of Letter of Allotment or on signing of Unit Allottee's Agreement.
3. Before applying for allotment of Commercial Unit, I/we have personally verified the relevant documents, notifications, regulations, byelaws and terms/ conditions of provisional allotment and price of the said Commercial Unit and have fully satisfied myself/ourselves about the terms, conditions, price of the said Commercial Unit and nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per prevailing byelaws/ guidelines of the New Okhla Industrial Development Authority at Gautam Budh Nagar Uttar Pradesh – 201307, 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. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions, sub lease deed etc. issued by said Authority and/or other Concerned Authorities in this regard to the Company.
4. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
5. I/we acknowledge that the Company has already provided all information & clarifications as required by me/us and that I/we have 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, 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 Commercial Unit (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) before applying for allotment of the said Commercial Unit.
6. I/we hereby agree and understand that super area of the said commercial unit is tentative and shall be subject to change as per directions of authority or architect or structural engineer of the Company, till construction of the complex/ building is complete. I hereby give my/ our irrevocable consent and authorize the Company to make variations in the lay out plans in accordance with the sanctions from the competent authority under prevailing or future Laws, guidelines, regulations or amendments thereof. The Company shall inform the final super area, size, location, number boundaries etc. of the said unit that has to be allotted to me/ us after construction of the building is complete and completion certificate/ no objection certificate is granted by the competent authority by furnishing the details of changes in the super area due to change in layout plans, if any. In such an event, the basic sales consideration payable for the super area shall be recalculated upon such confirmation by the company, which may be reduced or increased accordingly. For avoidance of doubt, it is hereby clarified that all these monetary adjustments will be made in the last instalment at the same rate per sq meter or sq feet as agreed in this Agreement for opted payment plan.
7. I/we have examined the plans, designs and specifications of the Commercial Unit and hereby irrevocably authorize the Company to submit/ apply for revision of the plan or usage of the Commercial Unit 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 said 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 Commercial Unit including increase in FAR (Purchasable, compensatory or compoundable). In the event of any such change or increase in FAR, the Company shall have the right and liberty to explore the enhanced FAR and by signing this application with terms hereof, my absolute consent shall be automatically presumed without any separate formalities/ letter in this regard.
8. I/we have specifically agreed that if due to any change in the layout, the said Commercial Unit ceases to be preferentially located, the Company shall refund/ adjust the amount of preferential location charges paid by me/us in

Applicant Signature

Co-applicant Signature

the last instalment as shown in the payment plan. If due to any change in the layout/building plan, the said Commercial Unit becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.

9. I/we hereby agree that in order to ensure/ guarantee the fulfilment of all obligations including payment of total sale consideration of the said Commercial Unit in timely manner as per Payment plan opted by me/us as well as for all compliance of all terms and conditions as contained in this Application Form by me/us, the Company treat 10% of sale consideration amount as earnest money out of the amount(s) paid/ payable by me/us for the said Commercial Unit allotted to me/us.
10. It is clarified by the Company and agreed by the me/us that the basic sale price of the said Unit space does not include the costs towards Electric Meter, Power back-up, water connection, sewerage connection, maintenance/ security charges, Capital Replacement Fund (CRF) etc. and other charges such as Club Membership, Car Parking, EEC, FFC, Lease Rent, IFMS, Internal Development Charge (IDC) or such like additional/allied charges, or any taxes (Consisting of tax paid or payable by the Company and/ or its contractors by way of value added tax, State sales tax, Central Sales Tax, Works contract tax, service tax and education cess or any other taxes by whatever name called in connection with the construction of the said complex including but not limited to other charges payable by me/ us such as club membership/ facility usage charges etc., if applicable), and other administrative cost and expenses, which shall be over and above the basic sale consideration and payable by me /us in addition to the price of the said Unit. The Company shall periodically intimate the amount payable towards taxes or other facilities and I shall make the payment within 15(fifteen) days from the date of such written intimation/ demand. It is hereby clarified that in case, any such charges or taxes are increased (including with retrospective effect) even after the sub lease deed has been executed and possession is handed over, then such charges shall be treated as unpaid sale price of the said unit and the Company shall have the first charge/ lien on the said unit for recovery of such charges from the intending allottees.
11. I/we undertake to pay as per payment plan opted by me/us within the stipulated time, which is the essence of the terms of the booking/ provisional allotment. I/we agree to make all payments within time as per the terms of Schedule of Payments opted by me without any notice or reminders and/or as may be demanded by the Company from time to time.
 - (i) If I/we fail/ default in making payment of due amount within stipulated period or my /our tendered cheque or draft gets dishonored by my/our banker, then the Company shall have rights mentioned herein below:
 - (a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said Commercial Unit;
 - (b) to forfeit/deduct the earnest money together with interest on instalments due but unpaid and interest on delayed payments;
 - (c) to re-allocate the provisional allotment of the said Commercial Unit which includes change in area and location of the said Commercial Unit.
 - (ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Commercial Unit is allotted to some other intending Allottee (s) and after compliance of certain formalities by the intending Allottee(s).
 - (iii) If the Company 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 Commercial Unit, then the price towards increase/decrease of re-allotted Commercial Unit shall be dealt (paid/adjusted) in a manner detailed herein.
 - (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basis Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of instalments and other allied/ additional cost, then I/we hereby authorize the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest as per the RERA Act.
12. I/we hereby agree that in case of cancellation of booking of the said Commercial Unit, I/we shall submit 'No objection certificate from the concerned dealer or any other documents, as desired by the Company in this regard.
13. I/we agree to make all payments within time in terms of schedule of payments and/or as may be demanded by the Company from time to time without any reminders from the Company through demand drafts/ cheques drawn upon

Applicant Signature

Co-applicant Signature

scheduled banks in favor of "M/s MMR Saha Infrastructure Pvt.Ltd. –52ND AVENUE" payable at Noida/New Delhi.

14. I/we further agree that in case I/we make any payment towards the said commercial Unit from any third party account, then I/we shall ensure that there would be no claim by such third party in the said Commercial Unit against the payment made from third party account and I/we further agree that the Company shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third party account then I/we hereby agree to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by me/us from third party account.
15. I/we agree that the offer for allotment of the said Commercial Unit and subsequent confirmation thereof (upon fulfilment of the conditions of the Allotment) shall be subject to the permissions granted by New Okhla Industrial Development Authority at Gautam Budh Nagar, Uttar Pradesh - 201307, and the usage of the said Commercial Unit and construction thereon by the applicant shall be subject to approval of plan of the said Commercial Unit by the Competent Authority at New Okhla Industrial Development Authority at Gautam Budh Nagar U.P 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 area for common usages in the said Commercial Unit.
16. I/we agree that, the Company reserves all its right to assign all or any of its rights/obligations towards development and construction of the aforesaid Project in favour of any Group Company or Associate Company or a Subsidiary Company or a Special Purpose Vehicle to be formed/ formed or any other entity under joint venture/ development Agreement for the purpose of development of the said Project. I/we further understand that, with effect from date of assignment, all the letters and correspondence exchanged with me/us including the monies paid there under shall automatically stand transferred in the name of such new Company without any alterations in the original terms and conditions of Allotment of the said Unit. In such event Allotment Letter/Allottee's Agreement or other necessary documents will be executed by the Assignee Company with me/us. I/we shall continue to perform all their obligations towards such Assignee Company in accordance with terms and conditions mentioned hereof.
17. Assignment of allotment of the Commercial Unit by me/us shall be permissible at the sole discretion of the Company on payment of such administrative charges/costs as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Commercial Unit shall be reckoned with effect from the date of assignment of allotment right in the said Commercial Unit in favour of my/ our Assignee(s).
18. All Statutory Charges, Taxes, Cess, Service Tax, GST and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that Service tax (If applicable) shall be payable by me/us in accordance with opted payment plan. If I/we fail to disburse the instalment along with applicable Service tax of the sale consideration of the said Commercial Unit in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Commercial Unit and I/we shall be liable to pay the due instalments along with due service tax along with interest calculated @18 % per month including but not limited to any action taken or penalty imposed by the department concerned.
19. I/we hereby agree to pay to the Company, Interest Free Maintenance Security (IFMS) in order to secure adequate provision of the maintenance services and for my/our due performance in paying promptly the Maintenance Charges/ Bills, unpaid or future Government levies, charges by whatever name called as and when demanded by Company/Maintenance Agency and other charges as raised by the Company/Maintenance Agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the Commercial Unit is physically occupied by me/us or not. I/we further agree to make payment of monthly maintenance charges in respect of the said Commercial Unit regularly on monthly basis as per bills raised by the Company/Maintenance Agency. In the event of my/our failure to make payment of monthly maintenance charges, unpaid or future Government levies, charges by whatever name called, the Company/Maintenance Agency shall deduct monthly maintenance charges or such unpaid or future Government levies, charges by whatever name called from the Interest Free Maintenance Security till such period the Interest Free Maintenance Security are fully exhausted. After the exhaustion of Interest Free Maintenance Security, I/we hereby agree to replenish the shortfall in the IFMS within 15 days. Further, in case of non-payment of

Applicant Signature

Co-applicant Signature

maintenance charges by me/us within the time specified, I/we shall be liable to pay maintenance charges along with interest at the rate of 18 % per annum and non-payment of maintenance charges shall also disentitle me/us to the enjoyment of common services including electricity, water etc.

20. In case at any time the Company hands over the Maintenance Services of the Project to the Association formed by the Company or the 2/3rd super majority of allottee/s, I/we hereby agree to join the said association. Further the Company shall have the right to transfer the balance IFMS after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Allottee(s) to such association/ Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee(s) on account of the same.
21. If ,I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934, Reserve Bank Of India(Amendment) Act,1977 and rules made there-under and/or any other statutory enactment, amendment, notifications made thereof and all other applicable Laws including that of acquisition, sale and transfer of the immovable properties in India etc. Or any other 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, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.
22. The Company shall have the first lien and charge on the said Commercial Unit for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Commercial Unit may be availed by me/us. 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 Commercial Unit and I/we hereby agree to pay the sale consideration of the aforesaid Commercial Unit 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 instalments/dues.
23. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant without any interest upon compliance of necessary formalities by me/us and shall not claim any compensation/ damages of any nature.
24. The Company shall endeavour to give possession of the Commercial Unit to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of instalments to the Company by me/us.
25. I/we shall before taking possession of the Commercial Unit, must clear all the dues towards the Commercial Unit and have the tri-partite sub lease Agreement for the said Commercial Unit executed and registered in my/our favour by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses and all unpaid dues payable to the Company/Developer against the said Unit.
26. I/we shall use/ cause to be used said Commercial Unit for designated purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Commercial Unit and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting there from.
27. I/we shall have no objection in case the Company 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 Commercial Unit to me/us.
28. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be my/our responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in my/our 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 me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur there from. I/we hereby agree that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.

Applicant Signature

Co-applicant Signature

29. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter/ Allottee's Agreement, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Allottee's Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Allottee(s) Agreement in this regard.
30. In case there are joint applicants, all communications 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.
31. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, 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.
32. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Commercial Unit) 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 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 Noida. Subject to Arbitration as referred above, Allahabad High Court shall have exclusive 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 and the Company 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 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 Unit in relation to the said Unit. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc. Further, I/we do hereby agree and confirm that the Company may send SMSes or make calls to me/us to our landline/Mobile Number given in the Application Form with regard to any promotion, events, new launch of Projects, start of existing Projects, reminder of any payment or any other suitable information from time to time and I/we shall have no objection to the same. I/we do hereby further undertake not to make any complaint against the Company even if our given landline/Mobile Number is registered under National Do Not Call Category and National Consumer Preference Registry (NCPR).

1. Name of the Applicant

Signature of the Applicant

2. Name of Co/Second Applicant

Signature of the Co/Second Applicant

3. Name of Co/Third Applicant

Signature of the Co/Third Applicant



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