

Application for Allotment of Commercial Space in _____ Project

To
Gulshan Homes and Infrastructure Pvt. Ltd.

Regd. Office : 121, Hargobind Enclave,
Delhi-110092.

Application No. _____

Sir/Madam

I/We, (hereinafter referred to as "**APPLICANT**") hereby submit my/our Application form for the booking of Food Court/ Retail shop area/ office space / other commercial space in the Project (herein after referred to as "**SAID SPACE**") in the Company's commercial project namely "**Gulshan One29**" (U P RERA Registration No.- _____) situated at Plot no. C3, E1, Sector-129 Noida, district Gautam Budh Nagar, Uttar Pradesh Noida, Uttar Pradesh (herein after referred to as "**THE PROJECT**") being developed and promoted by M/s Gulshan Homes and Infrastructure Pvt. Ltd. having its registered office at 121, Hargobind Enclave, Delhi- 110092 (hereinafter referred to as "**THE PROMOTER**")

I/We after fully satisfying myself /ourselves in respect to the final layout plan, sanctioned plan, specifications and approvals for the Project as approved by the competent Authorities and about the status/right/title/interest of the Promoter over the land on which the multistoried commercial building are being developed / constructed is/are applying for the booking of SAID SPACE.

The Applicant remit herewith a sum of Rs.
(Rupees.....only) by RTGS/Bank Draft /Cheque
No..... dated..... drawn on..... as the booking amount for the
provisional allotment of the Said Space.

*Please note that 10% of total price of Said Space shall constitute Booking amount.

1. PARTICULARS OF APPLICANT(s)

(To be filled in case of individual(s))

First Applicant

Mr./Mrs./Ms.....

Son/Wife/Daughter of Mr./Mrs.....

Date of Birth..... Marital Status

Residential Status: Indian [] Non - Resident Indian []

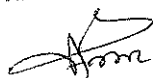
Foreign National of Indian Origin [] Nationality.....

Residential Address.....

Profession E-Mail

Designation, Promoter Name and Address

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Tel. Residence Office Mobile
PAN No./ Aadhar/Passport No.....
Household Income per annum

Second/Joint Applicant

Mr./Mrs./Ms.....
Son/Wife/Daughter of Mr./Mrs.....
Date of Birth..... Marital Status
Residential Status: Indian [] Non – Resident Indian []
Foreign National of Indian Origin [] Nationality.....
Residential Address.....

Profession E-Mail.
Designation, Promoter Name and Address
Tel. Residence Office Mobile
PAN No.. Aadhar/Passport No.....
Household Income per annum.....

(To be filled in case of a Proprietorship Firm/Partnership Firm/Promoter)

M/s.....
Registered office.....
Resolution/Board Resolution/ Authorization Letter dated

Details of Proprietor/Partner/Authorized Person

Mr./Mrs./Ms.....
Son/Wife/Daughter of Mr./Mrs.....
Date of Birth..... Marital Status
Residential Status: Indian [] Non – Resident Indian []
Foreign National of Indian Origin [] Nationality.....
Residential Address.....

Profession E-Mail.
Tel. Residence Office Mobile
PAN No. Aadhar/Passport No.....
Household Income per annum.....

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2. Description of Said Space :

- (i) Type of Said Space (ii) Said Space no.
(iii) Floor/Tower no.
(iv) Carpet Area (Sq. ft.).....(.....Sq Mtrs)
(v) Super Area.....Sq. ft.(.....Sq.Mtrs)
(vi) Other Details, if any of Said Space.....

3. Details of Total Price of Said Space :

The Total Price for the Said Space based on the Carpet Area is Rs. _____ (Rupees
_____ only) ("**Total Price**"). The break up of total price is stated herein below:

Total Price of Said Space (in Rs.)

S.N.	Particulars	Amount (in Rs.)
1	Cost of the Said Space	
3	Goods and Service Tax (GST) on cost of Said Space at applicable rate	
	Total Price of Said Space (in Rs.)	

(Rupees in words _____)

see Explanation below .

Explanation:

- (1) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Said Space;
- (2) The Total Price above includes GST (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Space to the Allottee and the project to the association of Allottees or the competent authority , as the case may be after obtaining the completion certificate / part completion certificate for the Building

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Provided that in case there is any change/modification in taxes/ GST rate , the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification.

(3) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes, , paid or demanded along with the acts/rules/notifications together with dates from which such taxes, , levies etc. have been imposed or become effective.

(4) The Promoter after considering various relevant factors that includes estimated GST input tax credit ; estimated reversal of input tax credit to be effected for unsold inventory upon completion of project etc. has decided to give / pass on benefit of GST Input tax credit of Rs. _____ to Allottee and the same has been adjusted/ reduced from the cost of Said Space.

(5) The total price of the Said Space includes:

- (i) The cost to provide and maintain essential service in the project for one year from the date of completion certificate of the Project.
- (ii) Right to use car parking Spaces : _____ nos in the basement/surface of the project.
- (iii) Power Backup (_____ KVA); (KVA in Words _____)
- (iv) One time Lease Rental to Authority :The Promoter has paid / shall pay one time lease rental amount to Noida Authority in respect of the Project Land, , on or before handing over the possession of the Said Space to the Allottee and it has been included in the Total price of Said Space.

4. Heads of expenses not Included in Total Cost:-

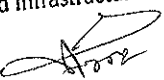
It is hereby clarified and understood by the Allottee that Total Price of the Said Space as stated in clause no. 3 above does not includes the following:-

(i) Charges payable by the Allottee at the time of giving offer for possession of Said Space by the Promoter.

(a) Interest Free Maintenance Security deposit (IFMS) @ Rs.____/- per Sq. Ft of super area (i.e. Rs. _____ per Sq. Ft of carpet area) to the Promoter / Maintenance agency, as the case may This IFMS shall be on one time basis and non-refundable but transferrable.

(b) Water Sewer line or other charges as required to be paid/payable by the Promoter to the Government authorities on proportionate/ pro rata basis

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- (c) PVVNL Electricity Connection and other charges as required to be paid/ payable by the Promoter to the Government authorities , on proportionate basis.
- (d) IGL (Indraprastha Gas Ltd.) charges for laying down pipes, provisions for enabling supply of PNG in the project.

(ii) The Allottees hereby agree that in case of any amendment under the Electricity or other applicable local laws, it becomes necessary to install separate electricity meter for individual Said Space, Allottee agrees to pay entire cost of the electricity meter and its installation charges, entire cabling, security deposit etc. on actual basis to the Electricity Department / concerned authority or to the Promoter (as the case may be).

(iii) All charges, i.e., stamp duty, legal expenses etc. , for execution and registration of Agreement for sale to be executed and further the sub-lease/ conveyance deed shall be borne and payable by the Allottee. The Allottee shall get registered these documents within stipulated time as conveyed by the Promoter.

(iv) If the Government or any other authority under law demands/levies any additional fees, taxes, charges, by whatever name called with regard to Project Land / Said Space including development charges for roads, power, infrastructure facilities in the area and/or compensation to farmers / other stakeholders etc. from retrospective or prospective effect and the Promoter is required to pay such charges/levies/demands to the concerned Authorities, then Promoter has right to demand such charges/levies/demand from the Allottee on proportionate basis and the Allottee agrees to make payment of the same.

(v) In terms of the Sub-lease deed entered amongst the Jaypee Infratech Ltd, Jaiprakash Associates Ltd and Gulshan Homes and Infrastructure Pvt. Ltd. and registered with Noida Sub-Registrar office as on 05.08.2015 (herein after referred to as "Master Lease Deed") any amount or charges payable by Promoter/Allottee to Jaypee Infratech Ltd. or any of its designated maintenance agency (herein after referred to as "JIL") with regard to providing of shared area and facilities by JIL in terms of provision of Master lease deed shall be paid separately by the Allottee to JIL/ Maintenance Agency.

5. Other Details

5.1 Payment plan opted: ☐ [A] Construction Link Plan ☐ [B] Flexi Plan

The Promoter shall periodically intimate in writing (through Registered Post/E.mail/Courier) to the Allottee, the amount payable as stated in this Application form or Agreement for Sale/ Allotment Letter and the Allottee shall make payment demanded by the Promoter within time and in the manner specified in the Payment Plan. In addition, the Promoter shall provide to the Allottee the details of the taxes, charges, fees, levies etc., paid or demanded along with the acts/rules/notifications together with dates from which such taxes, charges, fees, levies etc. have been imposed or become effective.

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5.2 Mode of booking: Direct ☐ Dealer ☐ Reference ☐

5.3 Bank Loan required: ☐s ☐

Stage of Bank Funding : >20%..... >30%..... >40%..... 50% and above.....

6. Documents to be submitted by the Applicant:-

I/we enclose herewith, copies of following documents for your records and reference

- i. Address Proof : i.e. Aadhar Card /Voter's Identity Cards/Passport/Driving License etc.
- ii. PAN Card(s)
- iii. Two Photographs of each Applicant.
- iv. Booking amount cheque/ draft/RTGS receipt.

(Additional Mandatory documents in case of juristic legal entity like Company/Society/Firm/any entity)

- (i) Memorandum and Articles of Association/By-laws
- (ii) Resolution/ Power of Attorney in favour of signatory passed by Board/Governing Body or the Power of Attorney (in original)
- (iii) List of Directors/office bearers
- (iv) PAN Card and Address Proof of authorized signatory
- (v) PAN Card of Company

(Mandatory documents in cases of partnership firms)

- (i) Partnership Deed
- (ii) Letter of Authority signed by all partners in favor of signatory
- (iii) PAN Card

(Mandatory documents in cases of Foreign Nationals, PIO, NRIs and OCI)

- (i) Passport (required) & Visa (if any required)
- (ii) Documents regarding payment through NRE/NRO account

Note : All above documents must be notarised or self -attested.

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DETAILS OF ASSOCIATE / BROKER :

1. Name of Company /firm
2. Address of Company
- E.mail
3. Name of the Contact Person
4. RERA Registration no.
5. Phone Number(s)

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. I/We agree to sign and execute all necessary agreements and other required documents as and when desired by the Promoter within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/ expenses incidental thereto. I / We further agree to be bound by the terms of the said agreements/ documents. I/We ,the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us unconditionally.

Place _____
Date _____

Note: -

- (i) All cheques/drafts are to be made only in favour of "**Gulshan Homes and Infrastructure Pvt. Ltd.**" payable at Delhi.
- (ii) Outstation cheques/drafts shall not be accepted by the Promoter.

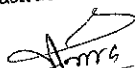
For office use only

Application received on _____ by _____

Application verified/ approved by : CRM/ Sales Dept. : _____ : Date _____

Special remarks (if any): _____

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Terms and Conditions for booking of Said Space in the project.

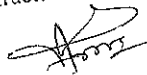
1. BOOKING

- 1.1 The Applicant(s) shall specifically indicate the preference of the Said Space booked and said preference shall not be allowed to be changed. However, Promoter may at its sole discretion entertain a request for change of category/preference, if the Said Space(s) are available in the desired category.
- 1.2 If the change of category is allowed by the Promoter, the same shall not be final unless difference amount along with the interest as payable, has been duly paid by the Applicant(s).
- 1.3 That in case there are joint allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.
- 1.4 The Promoter may seek additional documents and/or information necessary for the compliance under Applicable Laws or to substantiate any information provided in the Application
- 1.5 In case of non-allotment of the Said Space at booking stage, the right of Applicant shall be limited only to the refund of the deposited amount without any interest.

2. PAYMENT

- 2.1 Payment Plan once opted by the Applicant(s), shall not be allowed to be changed.
- 2.2 Timely payment of installments as per Payment Plan and other dues as demanded by the Promoter is the essence of the Booking/ Agreement.
- 2.3 All payments shall be made by way of cheque/D.D./Pay order in the name of "**Gulshan Homes and Infrastructure Pvt. Ltd.**", payable at Delhi. The Applicant can also make payment through NEFT/ RTGS or other electronic payment mode into the Company's specified bank account, details of which will be provided to the Applicant at his/her request.
- 2.4 Cheques/ D.D. etc should be deposited only at the office of the Promoter or handed over to the authorised representative of the Company.
- 2.5 Only those cheques which are issued from the A/c of the Applicant(s) shall be accepted. No cash will be accepted either directly or through deposit in company's bank account shall be entertained.
- 2.6 However, in case of return/dishonor of first booking cheque, the application shall stand rejected out rightly without any written intimation/notice to the Applicant(s) and no such right shall accrue to such Applicant(s) by virtue of this Application.

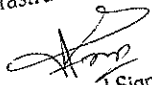
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- 2.7 Foreign or NRI/PIO applicant(s) shall be solely responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing investment by such applicant in immoveable property in India including remittance of payment in India.
- 2.8 It is the sole responsibility of the Allottee to deduct applicable Tax deduction at source ("TDS") on each payment made by Allottee under this Agreement, in accordance with the provisions of the Income Tax Act, 1961, for the time being in force. Presently as per the provision of Section 194 IA of the Income Tax Act, 1961, Allottee is required to deduct TDS @ 1% of Total Price (excluding GST), if total sale value of an Said Space (excluding GST) is equal to or exceeding Rs. 50,00,000/- (Rupees Fifty lakhs only). The amount deducted as TDS shall be credited to the account of the Allottee only on (i) submission of proof of deposit of TDS to the govt. account and (ii) submission of relevant TDS certificate to the Promoter with in due date prescribed under the Income Tax Act, 1961 or in any case latest by 31st May, following the end of financial year. After the afore date, no claim for depositing of TDS by Allottee would be entertained and Allottee shall be required to pay TDS amount to the Promoter.

3. ACKNOWLEDGES /ASSURANCES BY THE PARTIES.

- 3.1 The Promoter assures that it has absolute, clear and marketable title with respect to Land over which the project is being developed ; the requisite legal rights to carry out development upon the Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 3.2 The Promoter has requisite approvals from the competent Authorities to carry out construction and development of the Project;
- 3.3 The Applicant acknowledges that he has read and understood the contents of the draft Agreement for Sale / sub-lease, to be executed between the parties, as and when so required/ intimated by the Promoter.
- 3.4 The Applicant acknowledges that he has full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and has seen and is aware of the requisite approvals from the competent Authorities to carry out development of the Project.

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4. RAISING OF FINANCE BY ALLOTTEE

That in case Allottee wants to avail loan facility from any Bank/Financial Institution to facilitate the purchase of the Said Space applied for, then following conditions shall apply in this case:-

- 4.1 The Allottee/s shall arrange/avail the loan facility from Bank/Financial Institution on its own and the Promoter shall not be responsible or liable for the sanctioning and /or non sanctioning of the same in any manner whatsoever.
- 4.2 In such case, the Allottee/s shall ensure that the installments are paid regularly as per payment plans notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution.

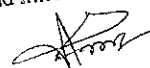
5. CHANGE OF ADDRESS

Applicant(s)/Allottee(s) shall promptly intimate the Promoter about their change of address. All the communication sent to you shall be deemed accepted in case you fail to intimate the Promoter about the change of address.

6. GENERAL Terms & Conditions:

- 6.1 The Applicant agrees that this Application is a mere request by the Applicant(s) for booking of the Said Space and merely submission of the application for booking shall not automatically entitle the Applicant to the Said Space or create any right or interest in the Said Space in favor of the Applicant. The Promoter reserves the right to reject the application of the Applicant(s) without assigning any reason thereof. The Applicant agrees and acknowledges that mere submission of the application and encashment of the booking amount and/or issuance of a receipt in acknowledgment of the amount tendered with this application., no interest of the Applicant in the Said Space is created.
- 6.2 The Applicant agrees and acknowledges that upon payment of complete booking amount of 10% of the Total Cost of Said Space and also execution of standard Agreement for sale / Allotment Letter on specified form, the allotment of the Said Space become final and binding on the Applicant and the Promoter, in accordance with the terms and Conditions contained therein.
- 6.3 In case the Promoter rejects the application for booking of the Said Space due to any reason whatsoever,, the Applicant(s) thereafter shall have no other right, claim or interest of whatsoever nature in the Said Space or against the Developer except the refund of the actual amount deposited by him/her without any interest . After payment of this amount the Promoter shall be completely discharge of all obligations towards the Applicant(s)..
- 6.4 In case, applicant(s) default in payment of minimum 10% of Total price of Said Space, being earnest money or fails to sign or execute the Allotment Letter / Agreement for sale and other documents within the prescribed time limit , the Promoter shall have the right to cancel the booking after notice of such cancellation and forfeit the earnest money along with applicable taxes, if any paid by the Promoter.

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For Gulshan Homes and Infrastructure Pvt. Ltd.

APPLICANT(S)

Authorized Signatory

Name :

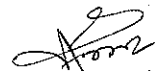
Name :

Gulshan Homes and Infrastructure Pvt. Ltd.

Registered Office.: 121, Hargobind Endave Delhi-110092, Tele phone ; 011-2375246

Email: _____

For Gulshan Homes And Infrastructure Pvt. Ltd.



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