

**133 Avenue
Application Form**

To,

Franklin Infratech Pvt. Ltd.

H-19, UDYOG NAGAR MAIN ROHTAK ROAD

NEW DELHI West Delhi DL 110041 IN

Subject: Application/Booking Form

Dear Sir/Madam,

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I/We hereby apply for allotment/booking of a commercial space in the project "133 Avenue" being developed by Franklin Infratech Pvt. Ltd. ("Company") at C1-D2, Sector 133, Jaypee Greens, Wish Town, Gautam Buddha Nagar, Noida, Uttar Pradesh ("Project").

I/We have clearly understood that this application does not constitute an agreement to sell/ sublease and I/We do not become entitled to provisional and/ or final allotment of a commercial unit notwithstanding the fact that the Company has issued a receipt in acknowledgement of the money tendered with this application.

I/We acknowledge that the Company has provided all the information and clarifications as sought by me/ us with regard to the Project and I/ We am/ are satisfied with the same. I/ We have also relied on my/ our own judgment and have conducted due inquiry before deciding to apply for booking of the said Commercial Unit. This application is complete and self-contained in all respect, and any kind of oral or written representation or statement shall not be considered constituting a part of this application.

I/We opt to pay the Total Price of the Commercial Unit as per the Payment Plan enclosed herewith. I/ We remit herewith a sum of Rs. _____/- (Rupees _____ only) by Cheque/Demand Draft bearing no. _____ dated _____ drawn on _____ in favour of '-----' as token advance equivalent to 10% of the Total Price being part payment towards the allotment of the Commercial Unit.

I/We have signed and submitted this application form and paid the amount payable thereof being fully conscious of my/our liabilities and obligations and the Application Form and the undertakings are submitted by me/us out of my/our own volition without any coercion or undue influence whatsoever from any party.

I/ We agree to pay future instalments of the Total Price as per the terms and conditions of the allotment herein contained and as per the Payment Plan annexed hereto.

I/We have read and understood the Terms and Conditions as provided in this Application Form and I/We agree to accept and sign the prescribed documents along with definitive documents in the Company's standard format and agree to abide by the terms and conditions laid down therein at all times.

Signature of Sole/First Applicant

Signature of Second Applicant

GENERAL PARTICULARS

Please Note:

- 1. Application form must be completed in full in block letters in English language. Application form, which is not complete in every respect, as given herein below is liable to be rejected. Application form with any cutting/ overwriting, not authenticated properly by the Applicant(s) is liable to be rejected.
- 2. In case of more than two joint Applicants similar details of all the remaining Applicants be attached.
- 3. A copy of PAN card, address proof and other documents pertaining to all the Applicants to be attached.
- 4. Application form is not transferrable.
- 5. The Company reserve the right to either allot or reject to allot the unit as requested by the applicant (s) and is subject to availability of such unit

1. The particulars of the applicant(s) are given below for Company's reference or record:

FIRST APPLICANT

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

S/W/D/of

Permanent Address

.....

Correspondence Address.....

.....

Contact no.:-

Mobile Landline.....

E--mail address

Date of Birth.....

Marital Status:-

Married: Unmarried:

Residential Status: Resident: Non--Resident Foreign Nationals of Indian:

Origin / Nationality

PAN No.....

Occupation/ Profession:

Govt. Servant Self Employed Private Sector Professional

Others.....

Office Details:-

Name.....

Designation.....

Office Address.....

.....

Contact no.:.....

Mobile Landline.....

E--mail address.....

CO-APPLICANT

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

S/W/D/of

Permanent Address.....

.....

Correspondence Address.....

.....

Contact no.:.....

Mobile Landline.....

Signature of Sole/First Applicant Signature of Second Applicant

E--mail address.....

Date of Birth.....

Marital Status:-

Married: Unmarried:

Residential Status: Resident: Non--Resident Foreign Nationals of Indian:

Origin / Nationality

PAN No.....

Signature of Sole/First Applicant

Signature of Second Applicant

Occupation/ Profession:

Govt. Servant Self Employed Private Sector Professional

Others.....

Office Details :-

Name.....

Designation.....

Office Address.....

.....

Contact no.:

Mobile..... Landline.....

Nominee's Details :-

Name.....

Guardian name.....

Address

.....

(In case nominee is a minor)

2. TYPE OF COMMERCIAL UNIT

SHOP FOOD COURT/ RESTAURANT

ENTERTAINMENT ZONE OFFICE SPACE

ANY OTHER

3. PARTICULARS/DETAILS OF UNIT

(a) Unit No.

(b) Floor/Category Block

(c) Super AreaSq. ft. (-----Sq Meter)

(d) Other details.....

4. PAYMENT PLAN

Special Payment Plan Flexi Payment Plan Any Other

Cheque/Draft in favor of “ _____ ”

Mode of Booking :-

Direct Broker

Broker Details.....

Company Executives.....

(Signature of the Broker with Stamp)

Signature of Sole/First Applicant

Signature of Second Applicant

S. No.	Particulars	Charges	Total
1	Area (Sq. Ft.)		
2	Basic Sales Price	PSF	
3	EEC+FFC+IFMS+PLC	PSF	
4	Other Charges, if any		
5	Total Consideration		

DECLARATION

I/We, the Applicant(s), do hereby solemnly affirm and declare that the above-mentioned particulars / information provided by me/us are true and correct and nothing has been concealed therefrom.

I/ We confirm that I/ We have applied for the booking of above said Commercial Space directly or through your authorised property agent/ broker, namely _____ (To be filled by the Applicant(s) only).

I/We and confirm that if the agent or broker commits for other facilities which are not covered under the terms and conditions of the Application Form/ Allotment Letter, then the Company shall not be responsible for the same.

I/We shall pay the total consideration of the Commercial Space and other charges as applicable as per the payment schedule provided by the Company.

I/ We acknowledge that I/ We have carried out proper due diligence and is/are fully satisfied with the right, title and interest of the Company and Landowner in the said Project and has understood all limitations and obligations of the Company in respect thereof. I/We shall not raise any objections with respect to the Company's right to sell the Commercial Unit.

I/We acknowledge that the Application Form and the undertakings are submitted by me/us out of my/our own volition without any coercion or undue influence whatsoever from any party.

I/We acknowledge that the condition of the booking and the Application Form has been agreed by me/us based on the plan adopted by me/us without any demur, protest or reservation.

I/ We agree that I/ We have been informed and are aware that only written and signed commitments from authorized signatories of the Company will be honored and that oral statements or representations or commitments will not bind the Company and will not be relied upon by me/ us.

I/We declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us. If any other person has signed this Application Form on my/our behalf, then he/she shall be presumed to be duly authorized by me/us through Power of Attorney/ Board Resolution as applicable.

Date _____

Place _____

Signature of Sole/First Applicant

Signature of Second Applicant

For Office use only:-

Application received on _____

Special remarks (if any) _____

Signature

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF COMMERCIAL SPACE IN “133 AVENUE” BEING DEVELOPED AT C1-D2, SECTOR 133, JAYPEE GREENS, WISH TOWN, GAUTAM BUDDHA NAGAR, NOIDA, UTTAR PRADESH

The term and conditions mentioned herein below form a part of the Application Form. The terms and conditions given below are tentative and of indicative nature with a view to acquaint the Applicant(s) with the terms & conditions comprehensively to be set out in the Allotment Letter/ Builder Buyer Agreement, which upon execution shall supersede the terms & conditions set out in this application. The Application merely represents the Applicant's intention to acquire the commercial unit and shall not construe any acceptance of the application by the Company. Further, the undertakings contained in the Application Form also form part of these Terms and Conditions mentioned hereunder

1. For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.
2. Definition

(a) “Applicant” means a person(s)/ firm/ company applying for booking of the Commercial Space, whose particulars are set out in the Booking Application Form and who has appended his/ her signature in the acknowledgement of having agreed to the terms & conditions of the booking application form. In case of more than one applicant, the other applicant will be considered as co-applicant and prior to the issuance of Allotment Letter/ Builder Buyer Agreement.

(b) “Application” means a request for booking of Unit/space made by the person(s)/ firm/ company on a standard format namely booking application form of Company.

(c) “Allotment Letter” means confirmation of booking of commercial space by the Company, based on the terms and conditions of this Application which may be in the form of Builder Buyer Agreement prescribed and issued in the standard format of Company.

Signature of Sole/First Applicant,

Signature of Second Applicant

(d) “Allottee(s)” means the Applicant(s) who has agreed to abide by the terms & conditions and has been

allotted the Commercial Space by the Company. The term “Allottee” shall unless repugnant to the context or meaning thereof be construed to mean and include his/ their successors, executors and assigns. In case of more than one Allottee, the other Allottee(s) will be considered as Co-Allottee(s).

- (e) “Booking Amount” means the amount to be payable as per the payment schedule shared by the Company on booking.
 - (f) “Commercial Space” means the specific unit/ space applied for by the Applicant(s) in the Project, the details of which have been set out in this Application form.
 - (g) “Basic Cost of Commercial Space/ Basic Sale Price” means the consideration amount for sub-lease of Commercial Space exclusive of other charges which are mentioned in the booking Application Form and in the Allotment Letter/ Builder Buyer Agreement.
 - (h) “Carpet Area” means the proposed carpet area of the Commercial Space, as presently determined on the basis of the net usable floor area of the Commercial Space, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Commercial Space and is as per RERA.
 - (i) “Company” shall mean Franklin Infratech Pvt. Ltd., a company registered under the Companies Act, 1956 vide CIN: U70100DL2011PTC221769 having its registered office at H-19, Udyog Nagar Main Rohtak Road, New Delhi West Delhi DL 110041 IN.
 - (j) “Earnest Money” means 10% of the Total Price of the Commercial Space.
 - (k) “Project” means 133 Avenue being developed at C1-D2, Sector 133, Jaypee Greens, Wish Town, Noida, Gautam Buddh Nagar (Uttar Pradesh).
 - (l) “Super Area” means the total of the Covered Area of the Commercial Space and the proportionate share of the Common Area.
 - (m) “RERA” means Real Estate Regulatory Authority established under the Real Estate Regulatory Authority Act, 2016 read with the rules and regulations thereof.
 - (n) “Total Price” means the entire sale consideration of the Commercial Space purchased by the Applicant(s)/ Allottee(s) excluding GST and other charges as applicable.
3. That the Applicant(s) has applied for registration of booking of a Commercial Space in the above project duly registered under Uttar Pradesh RERA having registration number _____.
4. That the application is to be accompanied with the application money payable which shall be 10% of the Total Price of the Commercial Space as per payment plan, by A/c payee cheque or demand draft or UTR in favour of **M/s _____** payable at _____. The payment as opted in the Application Form/ Allotment Letter shall be final and binding on the Applicant(s).
5. That the Applicant(s) agrees that he/ she shall pay the Total Price of the Commercial Space and other charges on the basis of Carpet Area of the Commercial Space, which comprises of the built-up area/ covered area of the Commercial Space.
6. Notwithstanding anything contained herein in this Application form, this Application form will be considered as valid and proper only upon realization of the Earnest Money tendered along with this Application form.
7. That the final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject the application without assigning any reason thereof.

8. _____
Signature of Sole/First Applicant Signature of Second Applicant

That the Applicant(s) shall be issued an Allotment Letter along with all required documents by the Company on payment of the Booking Amount to the Company unless the Company (at its sole discretion)

does not accept the Application form.

9. The Applicant(s) have fully satisfied themselves about the nature of rights, title, interest of Company in the said Commercial Space, which has been complied by the Company as per prevailing byelaws/guidelines of the New Okhla Industrial Development Authority (Noida Authority) and/or any other authority and has further understood all limitations and obligations in respect thereof. The Applicant(s), further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by the Noida Authority and/or any other competent authorities in this regard. The Applicant (s) undertakes not to hereinafter raise any objections with respect to the Company's right/ title/interest/entitlement/ price for the Commercial Unit.
10. The Applicant(s) clearly and unequivocally understand(s) that any rights and entitlements shall accrue only when the allotment is made by the Company in his/her/their favour and the necessary BBA/definitive documents is/are signed and all its terms and conditions are duly complied with, by the Applicant(s). The Applicant(s) agree that in the event of the Company not accepting his/her/their application for any reason whatsoever, the Applicant(s) shall have no claim, right, entitlement, title, interest or lien on the said Unit and shall not raise any objection for non-allotment.
11. In the event that before the Allotment letter is issued, the Applicant(s) withdraw(s) or cancels the booking, the Company shall be entitled to forfeit the Earnest Money.
12. The Allottee(s) shall be eligible to execute the Builder Buyer Agreement only on payment of Booking Amount. If the Allottee(s) withdraw(s) or cancel(s) the booking after execution of the Builder Buyer Agreement, the Company shall be entitled to forfeit the Earnest Money in accordance with the agreed terms of Builder Buyer Agreement along with interest, administrative charges, brokerage, if any, paid to the channel partner/ broker.
13. The Applicant(s) authorizes the Company to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name first towards interest/ charges and under any head(s) of dues against lawful outstanding of the Allottee(s) against the Commercial Unit and the Allottee(s) undertakes not to object/demand/direct the Company to adjust his payments in any manner.
14. Further, in case the Allottee(s) books a Commercial Space through a channel partner/ broker and after execution of the Application form and/ or Builder Buyer Agreement cancels the said booking, the Company in addition to the forfeiture of earnest money shall be entitled to deduct the brokerage/ commission, if already paid to such channel partner/ broker.
15. The Company can vary the price of the unsold units at its sole discretion.
16. In the event of any change in the layout plan of the entire Project, in area of the Commercial Space design, elevation, specifications, amenities and facilities, plans, etc. including change in FAR from what has been stated in the present application form, if deemed necessary by the Company or as may be required by the regulatory authorities of NOIDA, the Company may carry out suitable alterations after obtaining consent from the Allottee(s) and the Applicant(s) hereby agrees that he/ she will not object to such alterations.
17. In case the cost/ value of Commercial Unit booked / allotted is Rs. 50,00,000/- (Rupees Fifty Lakh only) or more (or any other amount as may be specified in the applicable law) in such a case each and every payment made or to be made by such Applicant(s) in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to applicable TDS (Tax Deducted at Source) by such Applicant(s) and the total amount of TDS so deducted shall be deposited by such Applicant(s) to the

Signature of Sole/First Applicant

Signature of Second Applicant

credit of Central Govt. as it has been mandated through an amendment in the Income Tax Act, 1961, by inserting a new Section 194-IA and notified by CBDT vide Notification No. S.O. 140-E dated 31.05.2013 applicable w.e.f. 01.06.2013. The credit of the same shall be reflected in the account of the said Applicant(s) once he/ she submits the proof of payment of “TDS on purchase of property” and issue to the Builder/ Company/ seller, TDS certificate in Form – 16B. Therefore, it is mandatory for the Applicant(s) to have a valid PAN. The Applicant(s) is further requested to mention on the challan for payment of “TDS on purchase of property”, address of the Company.

18. That the Applicant(s) and family members have the right to visit and inspect the premises during the course of construction with the prior appointment from Company during business hours only but while deriving this right the Company shall not be held liable for any loss/ cost/ damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during construction or after construction by the Applicant(s) or any family members accompanying the Applicant(s).
19. That the Applicant(s) and Co-Applicant(s) (if any) will have equal share in the Commercial Space and in case of death of any of them, the booking will continue only after providing a Legal Heir Certificate/ Succession Certificate from the appropriate authority and a No Objection Certificate from the concerned bank, if availed a loan. Similarly, in a divorce case or where a dispute arises between the Applicant(s), the booking will continue only after providing consent in writing by both the Applicant(s) and No Objection Certificate from the concerned bank, if loan is availed.
20. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the Applicant(s) to the Company in respect of the Unit.
21. The Applicant(s) hereby agrees that the Company shall have the right to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of his respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the Unit being made free of any encumbrances at the time of execution of the conveyance deed in favour of the Applicant(s) or his nominee. The Company/ Financial Institution/ Bank shall always have the first lien/ charge on the Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the Property.
22. The Applicant(s) shall be considered under a condition of default, on the occurrence of the following events:
 - (i) In case the Applicant(s)/Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Company as per the Payment Plan annexed hereto, despite having been issued notice/ any written communication in that regard, the Allottee(s) shall be liable to pay interest to the Company on the unpaid amount at the rate specified in RERA and rules made thereunder for the State of Uttar Pradesh. The Company must not be in default to take this benefit;
 - (ii) In case of default by the Applicant(s)/Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after issuing notice from the Company in this regard, the Company may cancel the allotment of the Commercial Space in favour of the Applicant(s)/Allottee(s) and refund the money paid by Applicant(s)/Allottee(s) by deducting the Earnest Money, interest liabilities, administrative expenses, brokerage (if any paid to channel partner/ broker) and the allotment shall thereupon stand terminated. The Company must not be in default to take this benefit; provided, that the Company shall intimate the Applicant(s)/Allottee(s) about such termination at least 30 (Thirty) days prior to such termination.

Signature of Sole/First Applicant

Signature of Second Applicant

23. After the allotment letter/ BBA is issued by the Company, if the Applicant(s) fail(s) to sign and execute the necessary BBA/ conveyance deed for the allotted Unit or fail(s) to make payment of the amounts on the due dates or any extended period or if any of the cheques of the Applicant(s) are dishonored for any reason whatsoever, then the Company shall be entitled, at its sole discretion, to cancel the allotment of the Unit and forfeit the entire Earnest Money.
24. That all taxes and statutory levies presently payable in relation to the Project Land comprised in "133 Avenue" have been excluded from the price of the Commercial Space. All statutory charges, taxes, and other levies demanded or imposed by the concerned authorities shall be payable proportionately by the Applicant(s) from the date of booking as per demand raised by the Company. Notwithstanding anything contained contrary hereinabove, GST shall be payable by Applicant(s) in accordance with opted payment plan for payment of sale consideration of the said Commercial Space. If the Company fails to disburse the installment along with applicable GST of the sale consideration of the said Commercial Space in timely manner, in such eventuality, the unpaid tax shall be construed as unpaid sale consideration of the said Commercial Space and Applicant(s) shall be liable to pay the due installments along with due tax and applicable interest.
25. It will be obligatory on the part of the Applicant(s) to make the payment on or before the due dates. No separate letter for payment of installments on the due dates will be issued towards the time linked payments.
26. That the time is the essence with respect to the Applicant(s)'s obligation to pay the Total Price as provided in the payment schedule/ plan along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment letter to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant(s) under the Allotment Letter and Builder Buyer Agreement. It is clearly agreed and understood by the Applicant(s), it shall not be obligatory on the part of the Company to send demand notices/ reminders regarding payments to be made by the Applicant(s) as per the schedule of payments or obligations to be performed by the Applicant(s). However, the Company may without prejudice to its rights in its sole discretion, waive its right to terminate the Allotment and Builder Buyer Agreement and enforce all payments and seek specific performance of this Allotment in such a case. The Applicant(s) agrees that the possession of the Commercial Space will be handed over by the Company after making all payments, outstanding dues, penalties etc. along with applicable interest (if any) by the Applicant(s) to the satisfaction of the Company and on submission of No Dues Certificate.
27. That any delay on account of the appropriate authority for issuance of the completion certificate/ occupation certificate shall not be considered as any delay on account of the Company.
28. That subject to the restrictions and limitations in definitive documents which is executed by New Okhla Industrial Development Authority and the landowner, the Applicant(s) shall be free, at its option, to raise finances or a loan for purchase of the Commercial Unit. However, responsibility of getting loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Applicant(s). In case, the Applicant(s)'s loan is not disbursed, sanctioned or delayed, the payment to the Company as per payment schedule shall not be delayed by the Applicant(s) and in the event of default in payment as per the payment plan, the Applicant(s) shall be liable for consequences including levy of delayed penalty and cancellation of the allotment as applicable.
29. That the Applicant(s) shall comply with legal requirements for purchase of immovable property wherever applicable, after execution of the Allotment letter and sign all requisite applications, forms, affidavits, undertakings, etc. required from time to time for purchase of said Commercial Space.

Signature of Sole/First Applicant

Signature of Second Applicant

30. That on completion of the Commercial Space and receipt of Total Price along with GST and other charges

(if any) payable by the Applicant(s), a tripartite Sub-Lease Deed shall be executed in favour of the Applicant(s) on the format approved by the New Okhla Industrial Development Authority. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease Deed/ Conveyance Deed/ Transfer Deed, registration charges/ fees, miscellaneous expenses and advocates legal fees/ charges, etc. shall be borne and paid by the Applicant(s). The Applicant(s) will be responsible and liable to pay the deficiency in stamp duty/ penalty / interest on such documents as per the Indian Stamp Act, 1899. Any stamp duty and deficiency, if imposed by the Government on the Sub-Lease Deed, Allotment Letter, Builder Buyer Agreement, Allotment of Parking Space and Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Applicant(s).

31. That the allotted Commercial Space must be used for commercial purposes only. The Applicant(s) shall not use the allotted space for any activity/ purpose which may or is likely to cause public nuisance or is not permissible under the law, shall not be allowed.
32. The Applicant(s) understands and agrees that timely payment of installments of basic cost and allied/additional cost, Govt. levy etc. pertaining to the said Commercial Space is the essence of the terms of the booking/ allotment. If the Applicant(s)/Allottee(s) fails/defaults in making payment of due amount within stipulated time then the Company shall have rights:
 - A. to keep on abeyance/ suspension of the booking or cancel the allotment of the said Commercial Space;
 - B. to forfeit/deduct the booking amount together with any brokerage, dealer commission and applicable interest on installments due but unpaid and applicable interest on delayed payments;
 - C. to re-allocate the provisional allotment of the said Commercial Space which includes change in area and location of the said Commercial Space.
33. If the Company opts to exercise the rights mentioned in clause 32 (A) and (B) as above, then the balance amount shall be refundable to the Applicant(s) without any interest, after the said Commercial Space is allotted to some other intending Applicant(s)/Allottee(s) and after compliance of certain formalities by the Applicant(s)/Allottee(s).
34. That assignment by Applicant(s) post allotment of the Commercial Space shall be permissible at the discretion of Company on payment of such administrative cost as may be fixed by Company from time to time without any change in specific usage of the Commercial Space. 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.
35. The Company shall endeavor to give possession of the Commercial Space to the Applicant(s) 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 installments to the Company by me/us. The possession of the Commercial Space will be given after execution of Conveyance deed, subject to Force majeure Condition and payment of all the amounts due and payable by the Applicant(s)/Allottee(s) up to the date of such possession. The Applicant(s)/Allottee(s) has to make up-to-date payment of all dues within thirty (30) days of written offer of possession or Final Demand Notice (FDN). Further, the Applicant(s)/Allottee(s) have to take possession of the Commercial Space within thirty (30) days of the payment of dues mentioned above.

Signature of Sole/First Applicant

Signature of Second Applicant

36. The Applicant(s)/Allottee(s) agrees and undertakes to sign the standard format of possession document/s,

maintenance agreement etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Applicant(s)/Allottee(s) shall pay charges towards insurance IFMS, and other charges etc. at the time of offer of possession /FDN.

37. That the Applicant(s) agrees that in case there are joint Applicant(s), all communications shall be sent by the Company to the Applicant(s) 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 Applicant(s) and no separate communication shall be necessary to the other named Applicant(s). The Applicant(s) shall get his/ her complete address registered with the Company at the time of allotment of Unit and further, it shall be his/her/their responsibility to inform the Company by sending a letter Registered A.D. about all subsequent changes in the address, failing which, all demand notices and letters shall be posted at the earlier registered address written in the Application and the applicant(s) shall be responsible for any default in payment and other consequences that might occur there from. In all correspondences the Applicant(s) shall mention the Unit No. clearly. Any communication returned to the Company for whatever reason, deemed as received by Applicant(s) and the Applicant(s) agrees to abide by the content of such communication.
38. That it is admitted, acknowledged and so recorded by and between the parties that the Applicant(s) in no circumstance will be allowed to carry out any changes whatsoever in the elevations and/ or outer colour scheme as well as interiors of common areas such as corridors, lobbies and circulation spaces inside the Project. This provision shall be applicable even after handing over the physical possession and execution of sub-lease deed in favour of the Applicant(s). In case of non-compliance of this provision by the Applicant(s), the Company shall have liberty to restore the original elevations and/ or outer colour scheme without any formal notice, this shall be done at the cost and risk of the Applicant(s).
39. The Applicant(s) hereby agrees to purchase the Commercial Space on specific understanding that his/ her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed by the Company or the Association of Allottees ("Maintenance Agency") and performance by the Applicant(s) of all his/ her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottees from time to time. It is incumbent upon the Applicant(s) to sign and execute a separate maintenance agreement for maintenance with the Maintenance Agency in this regard.
40. That if the Applicant(s) have NRI/ PIO status or are foreign national(s) then it 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, 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. The Applicant(s) agrees that the Company will not be liable in any manner on such account. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. Any implications arising out of any default by the Applicant(s), shall be the sole responsibility of the Applicant(s). The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified and harmless in case of any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws. The Company shall not be responsible towards any third-party making payment/remittances on behalf of any Buyer(s) and such third party shall not have any right in the allotment of the said Commercial Unit in any way and the Company shall be issuing the

Signature of Sole/First Applicant

Signature of Second Applicant

payment receipts in favour of the Buyer(s) only.

41. The Applicant(s) hereby undertakes to execute and deliver 2 (two) copies of the Builder Buyer Agreement to the Company within thirty (30) days from the date of receipt of the Builder Buyer Agreement by the Applicant(s) and thereafter, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Company. Any failure on the part of the Applicant(s) to return the duly signed Agreement and/ or appear before the Sub-Registrar for its registration within the stipulated time, the Company shall serve a fair opportunity/ notice to the Applicant(s) for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Applicant(s), the application of the Applicant(s) shall be treated as cancelled and all sums deposited by the Applicant(s) in connection therewith shall be returned to the Applicant(s) subject to the applicable deductions, without any interest or compensation whatsoever, and the Applicant(s) shall be left with no right and/ or interest whatsoever in the Commercial Space applied for by the Applicant(s).
42. It has been explicitly agreed by the Applicant(s) that in the event of failure to make timely payment of any of the due instalments or other charges/dues/ or any breach of the conditions of the application form/Allotment Letter/BBA by the Applicant(s), then in such any obligation towards compensation/damages by the Company to the Applicant(s)/ Buyer(s) shall be deemed to have been waived off by the Applicant(s) and Applicant(s) shall not be entitled to any compensation/damages. The payment of interest on the delayed instalment(s)/charges shall not make the Applicant(s)/Buyer(s) entitled for compensation/damages.
43. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application Form, 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 the authority or the adjudicating officer appointed under Real Estate (Regulation and Development) Act, 2016 ("RERA") in the State of Uttar Pradesh.
44. That any cheque bouncing charges are applicable @ Rs. 500/- plus applicable taxes.

I have read and understood the terms and conditions mentioned in the Application Form by taking ample period. I consider all the terms and conditions of the Application Form to be reasonable and fair and I further confirm to not raise any objection to any clause/ understanding of the Application Form. My signature on this Application Form is my confirmation to abide by all the terms and conditions of the Application Form, and I shall not raise any objection with respect to the same at any time in the future.

Note 1: Please note that in case of any discrepancy, the figures indicated in the rate column shall prevail over total amount payable column.

Note 2: All taxes, GST Charges, levies, statutory charges, fees etc. (by whatever names they be called) applicable on the Unit or on any payment made or to be made by Applicant(s) shall be borne & paid by the Applicant(s). Further if any taxes, levies, statutory charges, fees etc. is imposed on the building or on the Land, Applicant(s) shall pay the same in proportion to the super area of the Unit

Note 3: All expenses including Stamp Duty, Registration Fee, leasing fees, Legal and miscellaneous charges involved in its execution and registration including renewals thereof (if any) shall be borne by Applicant(s).

DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM

I/We have enclosed herewith copies of the following documents for records and reference.

Duly filled and signed booking application form by the Applicant (s)

Applicable Booking Amount – DD/Cheque
Signature of Sole/First Applicant

Signature of Second Applicant

- (i) Proof of residence: Voter's Identity Card(s)/Passport(s)/Driving License(s)/Aadhar Card(s)
- (ii) PAN card(s)
- (iii) Passport size photographs of each of the Applicant
- (iv) In case of joint applicants, documents of each of the applicant will be required
- (v) If the booking is in joint names, then each of the applicants needs to sign this form and submit all documents
- (vi) If the first applicant is a minor, then proof of age, address and declaration of natural guardian to be furnished.

(Additional documents in case of artificial persons like company/society/firm/any entity)

- (i) Certificate of Incorporation
- (ii) Memorandum and articles of association
- (iii) Resolution in favour of authorized signatory passed by Board /Governing body (in original)
- (iv) PAN Card of the Authorized Signatory
- (v) Duly attested signatures and the photograph of the authorized signatory

(Additional documents in case of partnership firm)

- (i) Partnership deed
- (ii) Letter of authority signed by all partners in favour of signatory
- (iii) PAN Card of the Authorized Signatory
- (iv) Duly attested signatures and the photograph of the authorized signatory

(Additional documents in cases of Foreign Nationals, PIO & NRIs)

- (i) Apostile/ Notarized copy of the Passport & document regarding payment through NRE/NRO account RERA

Declaration:

I/We, the undersigned applicant(s) (Sole/First and Co/Second applicant), do hereby declare that booking form has been issued on our request and the above mentioned particulars/information given by me/us are irrevocable, true and correct to my/our knowledge and no material fact has been concealed therefrom. I/We have gone through the terms and conditions written in this form and accept the same and which shall ipso-facto be applicable to my/our legal heirs and successors. I/We declare that in case of non-allotment of the unit/ space, my/our claim shall be limited only to the extent of the amount paid by me/us in relation to this application. I/We request that this completed booking Application Form shall be considered as a 'Request for Allotment' for the Commerical Unit(s) in the said Premises

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Sole/First Applicant

Signature of Second Applicant

