

PURVANCHAL SKYLINE VISTA

Application Form for ALLOTMENT of a Unit in “PURVANCHAL SKYLINE VISTA” – a Commercial Project located at Plot No. 01A, Sector-94, Noida, Gautam Budh Nagar, Uttar Pradesh, India

Date: _____

To,
M/s. Purvanchal Projects Pvt. Ltd.
Purvanchal Business World
A-103, Sector - 136, Noida
Uttar Pradesh, (India)
RERA Registration No.: UPRERA (APPLIED FOR)

Dear Sir,

I/We request for allotment of Unit No. _____ (Hereinafter referred to as the Commercial Unit/ **Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc**), Unit type _____ Carpet area (S.q.ft); _____, i.e. _____ (S.q.m) and Super Built up Area (S.q.ft) _____ i.e. _____ (s.q.m.) on the _____ floor in the Commercial Project known as “**PURVANCHAL SKYLINE VISTA**” being developed by **PURVANCHAL PROJECTS PRIVATE LIMITED (“Developer”)** on a Commercial plot bearing No. **01A, Sector-94, Noida, Gautam Budh Nagar, Uttar Pradesh, India** (hereinafter referred to as the “Plot”).

I/We remit herewith Rs. _____/- towards booking amount /Earnest money and Rs. _____/- against Goods & Service Tax (GST), making a total of Rs. _____ (Rupees _____ only) by Bank Draft/Local Cheque No. _____ dated _____ drawn on _____ in favour of “**PPPL Collection Ac for Skyline Vista**”, for the provisional allotment of the aforementioned Unit.

I/We agree to pay the balance sale consideration of the Unit and all other charges / deposits as per the payment plan opted by me/us, as mentioned in this application form and also as per Agreement to Sell (Proforma of which is attached and has been read and understood by me / us), to be executed later on between us.

I / We have read and understood the Terms & Conditions for Allotment of Commercial Unit (**Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc**) in “**PURVANCHAL SKYLINE VISTA**” and acknowledge that the said Terms & Conditions mentioned are a part of this Application form and also agree and undertake to abide the same.

I/ We clearly understand that the Allotment of the Commercial Unit by the Developer pursuant to this Application shall be purely provisional till an Allotment Letter/ Agreement for Sale on the standard format prescribed by the Developer (which has been read and understood by the Applicant(s)) is to be executed by the Developer in my/our favour. Further, the Allotment of the Commercial Unit in the “**PURVANCHAL SKYLINE VISTA**” is subject to the terms and conditions, restrictions, and limitations as contained in the offer brochure of commercial plot of Noida Authority / Lease Deed dated 16.02.2023 and correction deed dated 21.09.2023 executed by New Okhla Industrial Development Authority in favour of the Developer for 90 years lease of the said Plot for development of commercial project.

I/We have clearly understood that this application does not constitute an agreement to sell/sub-lease and we do not become entitled to the provisional and/or final allotment of a Unit notwithstanding the fact that the Developer has issued a receipt in acknowledgement of the money tendered with this application being part of the Non-refundable Earnest Money. 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 allotment letter as per the Developer's standard format and agree to abide by the terms & conditions laid down therein.

I/We further understand that this application neither constitutes any binding contract/agreement to sell/sub-lease nor the receipt of the amounts paid with this application by me/us would amount to acceptance of this application and shall not bind the Developer to allot the Unit in my/our favor. I/We further understand that the expression allotment wherever used in this Application shall always mean provisional allotment and shall continue to remain so till the Agreement to sell/sub-lease is executed between me/us and the Developer.

I/We agree to sign the **AGREEMENT FOR SALE** containing the detailed terms and conditions of allotment of the Unit within 30 days of booking of the said unit or intimation by the Developer and also appear before the concerned Sub-Registrar to execute the same, if needed.

That If, however, I/We fail to execute the Agreement to Sell within thirty (30) days of the receipt of the 'Intimation Letter' by courier or registered post or e-mail or through any electronic mode sent at the below mentioned address of the sole/first Applicant(s), my/our application for the allotment of the said unit shall be treated as cancelled at the sole discretion of the developer and the earnest money/booking amount which is equivalent to 10% of Cost of Unit (**Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc**) paid by me/us shall stand forfeited.

That I /We Fully understood and irrevocably agree that the timely payment of installments as per the payment plan shall be the essence of the allotment and completion of the project on time. It shall be incumbent on me/us to comply with the terms of payment and other terms and conditions of allotment and the terms of lease deed of plot. In case at any stage, I/we seek(s) for cancellation of allotment and/or refund of the amount deposited by me/us, the same will be treated as per clauses prescribed in this application form and agreement for sale as per UPRERA, which is read, understood, and accepted by me/us. Accordingly, it is irrevocably agreed by me/us that if at any stage I/we seek(s) cancellation of aforesaid commercial unit, cancellation charges shall be equivalent to 10 % of the total price of the commercial unit and accordingly the entire booking amount / earnest money which is equivalent to 10 % of the total cost of unit shall be forfeited in the favour of the developer and the balance deposited amount if any, after deduction of interest for delayed payment (calculated up to date of application of cancellation of unit) will be refunded as per rules prescribed in UPRERA and agreement for sale (proforma of which is attached and has been read and understood by me / us) . The delay in payment of installment shall attract an interest as prescribed by UPRERA and will be calculated from the due date of outstanding amount. In case I/we seek(s) cancellation before signing the agreement for sale, the entire booking amount i.e. 10% of total cost of the unit will be forfeited in favour of the Developer. However, if the deposited amount is less than the 10% of total cost of the unit, the entire deposited amount by me/us will be forfeited in favour of the developer.

That the timely payment of installments as per the payment Plan shall be the essence of the Allotment. It shall be incumbent on me/us to comply with the terms of payment and other terms and conditions of

allotment and the terms of the Noida Lease. In case of default by me/us in making payment as per the payment plan, the Developer may cancel the allotment of the Unit and refund the money paid to the Developer by me/us by deducting the booking amount which is 10% of the total Cost of the Shop/Unit and the allotment shall thereupon stand cancelled. If the deposited amount is less than the 10% of total cost of the Unit, the entire deposited amount by the intending Applicant(s) will be forfeited in favour of the Developer.

I/We are making this application with the full knowledge and clarity about the sanctioned plan, layout plan along with specifications approved by the competent authority, landscape plan, building plan, service plan, parking and circulation plan, structural designs, and of various permissions which have been approved and obtained from the competent authorities or shall be got approved or obtained by the developer in due course, which have been shown and explained to me/us by Developer. And, I/We have examined and understood the stage wise time schedule of completion of the project including the provisions for civic infrastructure like water, sanitation and electricity etc.

I/We have applied for allotment of a Commercial Unit (**Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc**) with full knowledge that the allotment of the said unit is entirely based on the sole discretion of the developer/promoter and the developer/promoter has full right to reject any application without assigning any reason thereof. It is agreed that the possession of Unit shall not be given by the promoter/developer to me/us until all payments/dues/ taxes/duties/ Interest on Delayed Payments, if any etc. have been cleared by me/us on or before the time of execution and registration of the Sub lease deed.

I/We have read and understood the specifications attached to this application form for the complex and the unit to be allotted to me/us and I/We are fully agreed for the same. I/We also understand that all kind of ducting work for Air conditioning or for any other interior work inside the unit will be done by me /us at our own cost & risks.

I/We are making this application with the full knowledge and understanding that the graphical representation of green area/common area/landscape etc. in the notice advertisement or prospectus/brochures are merely Architect's imagination and the actual green area/common area/landscape etc. may be different from the graphical representation in the notice advertisement or prospectus. I/We irrevocably agrees that I/we will have no claim whatsoever on or against the Developer at any time on the basis of any graphical representation in the notice advertisement or prospectus/brochures.

I/We agree to abide by the terms and conditions mentioned herein and the Agreement for Sale (Proforma of which is attached and has been read and understood by me / us) including those relating to the schedule of payment of the sale consideration of the Commercial Unit/Space (agreed sale price of the opted Unit) and other charges including the forfeiture of earnest money/booking amount equivalent to 10% of Cost of Unit (Shop/Office/ Restaurants) and refunds as per rules prescribed under UPRERA.

PARTICULARS OF THE APPLICANT(S):

1. SOLE/FIRST APPLICANT:

Mr. /Mrs. / M/s _____

S/W/D/ of Mr. _____

Nationality _____ Occupation _____

Date of Birth _____

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()
Other (Please Specify) _____

Mailing Address _____

Email _____

Tele. No. _____ Mobile No _____

Permanent Address _____

Tele No. _____ Mobile No. _____

Income Tax Permanent Account No. (PAN) _____

Place of Income Tax Assessment _____

2. SECOND / JOINT APPLICANT:

Mr. / Mrs. / M/s _____

S/W/D/ of Mr. _____

Nationality _____ Occupation _____

Date of Birth _____

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()
Other (Please Specify)

Mailing Address _____

Email _____

Tele. No. _____ Mobile No _____

Permanent Address _____

Tele No. _____ Mobile No. _____

Income Tax Permanent Account No.(PAN) _____

Place of Income Tax Assessment _____

Photograph of
First
Applicant(s)

Photograph of
Second
Applicant(s)

3. THIRD APPLICANT:

Mr. / Mrs. / M/s _____

S/W/D/ of Mr. _____

Nationality _____ Occupation _____

Date of Birth _____

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Other (Please Specify)

Mailing Address _____

Email _____

Tele. No. _____ Mobile No _____

Permanent Address _____

Tele No. _____ Mobile No. _____

Income Tax Permanent Account No.(PAN) _____

Place of Income Tax Assessment _____

Photograph of
Third
Applicant(s)

IN CASE THE APPLICANT IS A COMPANY / PARTNERSHIP FIRM / HUF

Name of Company/ Partnership Firm/HUF _____

Through its Authorized representative/Director/ Karta

_____ Registered Address. _____

_____ PIN _____

Email _____

Land Line No. (With STD/ISD Code) _____

Mobile No. _____ Fax No. _____

Date of Incorporation: _____ Incorporation Certificate No. _____

Nature of business of the Organization _____

Address for Correspondence: _____

City _____ State _____ Country _____ Pin _____

Permanent Account No. (PAN) of the Company/ Partnership Firm/HUF (Karta) _____

CIN of the Company / Partnership Firm _____

Photograph of
Owner /
Director

4. DETAILS OF THE UNIT APPLIED FOR:

COMMERCIAL UNIT NO.:	
UNIT TYPE:	LOCKABLE () NON-LOCKABLE ()
FLOOR NO:	
CARPET AREA OF UNIT (AS PER SECTION 2(K) OF RERA ACT) SQ. FT (. SQM.)
AREA UNDER WALLS SQ. FT (. SQM.)
CIRCULATION AREA/ COMMON AREA SQ. FT (. SQM.)
TOTAL SUPER BUILT-UP AREA SQ. FT (. SQM.)

5. PAYMENT PLAN:

A. Construction Linked Payment plan ()

B. 50:50 Payment Plan ()

PLAN - A----- (Construction Linked Payment Plan)			
Booking Amount (10% of total cost of Unit)	At the time of booking (Partial Booking Amount "PBA")	5%	of total cost of Unit (B.S.P)
	Within 15 days of booking	5%	of total cost of Unit (B.S.P)
Within 60 days of booking		10%	of total cost of Unit (B.S.P)
On start of excavation		10%	of total cost of Unit (B.S.P) + Lease Rent
On casting of Lower Basement roof slab		10%	of total cost of Unit (B.S.P) + Car Parking
On casting of Ground Floor roof slab		5%	of total cost of Unit (B.S.P)
On casting of 3rd Floor roof slab		5%	of total cost of Unit (B.S.P) + Floor PLC (As Applicable)
On casting of 6th Floor roof slab		5 %	of total cost of Unit (B.S.P) + Corner PLC (If Applicable)
On casting of 9th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of 12th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of 15th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of 20th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of 25th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of 30th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of top Floor roof slab		5 %	of total cost of Unit (B.S.P)
On start of External Finishing Work		5 %	of total cost of Unit (B.S.P)
On offer of Possession / Application of OC		5 %	of total cost of Unit (B.S.P)
Total		100%	

PLAN - B -----(50:50 Payment Plan)			
Booking Amount (10% of total cost of Unit)	At the time of Booking (Partial Booking Amount "PBA")	5%	of total cost of Unit (B.S.P)
	Within 15 days of Booking	5%	of total cost of Unit (B.S.P)
Within 60 days from the Date of Booking		40%	of total cost of Unit (B.S.P) + Lease Rent + Car parking
On Application of Occupancy Certificate with Competent Authority		45%	of total cost of Unit (B.S.P)
On offer of Possession / Application of OC		5 %	of total cost of Unit (B.S.P) + Corner PLC + Floor PLC (If / As Applicable)
Total		100 %	

6. COST BREAK UP:

S. No.	Description	Rate (Rs.)	Amount (Rs.)
1.	Basic Sale Price (BSP) (Excluding GST)	Rs. Per sq. ft. of Carpet Area	
2.	One Time Lease Rent	@ Rs. Per sq. ft. of Carpet Area	
3.	Floor PLC	@ Rs. Per sq. ft. of Carpet Area	
4.	Corner PLC	@ Rs. Per sq. ft. of Carpet Area	
5.	No. of Mechanical Car Parking Slot _____ in any of the three Basements.	Rs. _____ / Car Parking	
6.	Any Other Charges (as/if applicable)		
TOTAL SALE PRICE OF UNIT (EXCLUDING GST)			
<p>(Rupees only) excluding GST</p>			
<p>GST (Goods & Service Tax) As per prevailing norms of Government of India.</p> <p>12 % on BSP - Rs. _____</p> <p>18 % on Car Parking - Rs. _____</p> <p>18 % on Other Charges - Rs. _____</p> <p>This May change in future as per any changes in the norms of GST by GOI.</p>			
TOTAL SALE PRICE OF UNIT (INCLUDING GST)			
<p>(Rupees) including GST</p>			

OTHER CHARGES TO BE PAID AT THE TIME OF OFFER OF POSSESSION:

Description	Rate	Amount (Rs.)
Common Area Maintenance Charges (CAM) for 1 st Year	Rs. 50/- per sq.ft. per month of Carpet Area.	
Cost of an electric prepaid dual source sub meter which includes price of the meter.	Rs. 11000/-	
Other charges (if/as Applicable)		
Goods & Service tax as per prevailing rate (if/as applicable)		
Total		
<u>TOTAL PRICE OF COMMERCIAL UNIT</u> SALE PRICE OF UNIT (INCLUDING GST) + POSSESSION CHARGES (INCLUDING GST)		

SECURITY DEPOSIT TO BE PAID AT THE TIME OF OFFER OF POSSESSION

Interest free Maintenance Security (Will remain with Developer till the defect Liability period) Rs. 300/- per sq. ft. of carpet area.	
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- 1 sq. mtr. = 10.764 sq. ft.

Note:

- A. Stamp Duty, Court Fees for Registration, Registration Charges, any futuristic increase by competent authority in any Head / In the name of what so every shall be borne by allottee(s).
- B. Payments to be made through Cheque / DD payable at Noida in favor of "PPPL COLLECTION AC FOR SKYLINE VISTA".

Declaration

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 thereof. Any allotment against this application shall be subject to the terms and conditions mentioned in the Proforma of Agreement for Sale and the terms and conditions whereof shall ipso-facto be applicable to my / our legal heirs and successors.

I / We agree and assure you to inform you of any change in my / our contact details or in any information given above till the execution of registered Sub lease Deed in my/our favour in respect of booked commercial Unit.

I/ We the Applicant(s) do hereby further declare that my/our application for allotment is irrevocable on my part.

Place.....

Date.....

Documents to be submitted along with the Application Form:

(All photo copies should be self-Attested)

In case of Individual (Resident of India):

- a. The copy of PAN card & Adhaar Card.
- b. The Copy of residence proof/Adhaar Card/copy of Passport.

Private Limited / Limited Developer:

- a. The copy of PAN card of the Developer.
- b. Board resolution authorizing person to sign the documents on behalf of the Developer prior to the Application Date & signature proof. The copy of Adhaar Card of authorized person.
- c. The copy of Memorandum & Articles of Association.
- d. List of Directors & Share Holders duly certified by Chartered Accountant.
- e. The copy of address proof.

NRI / Foreign Nationals of Indian Origin:

- a. The copy of Passport.
- b. The Copy of residence proof/ Adhaar Card
- c. All payment shall be received by cheque from NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad only. In case of DD confirmation from Banker will be required that DD has been prepared from proceeds of NRE/NRO account. Copy of OCI/PIO card in case of Foreign Nationals of Indian Origin.

Partnership Firm:

- a. The copy of PAN card of the Firm.
- b. The copy of partnership deed/agreement.
- c. The copy of address proof of the firm.
- d. The copy of authority letter to sign the document on behalf of the Firm.
- e. Photo ID /Adhaar Card & Signature proof (from bank) of signing partner.

**BRIEF DESCRIPTION OF TERMS & CONDITIONS FOR ALLOTMENT OF COMMERCIAL UNIT/
SPACE IN "PURVANCHAL SKYLINE VISTA" AT COMMERCIAL PLOT NO. 01A, SECTOR-94, NOIDA,
GAUTAM BUDH NAGAR, UTTAR PRADESH, INDIA**

1. The "PURVANCHAL SKYLINE VISTA" is a commercial project being developed on a Plot of land numbered as Plot No. 01A, SECTOR-94, NOIDA, GAUTAM BUDH NAGAR, UTTAR PRADESH, and INDIA (hereinafter referred to as the 'Plot'. The said Plot has been allotted to M/s. PURVANCHAL PROJECTS PRIVATE LIMITED according to the terms and conditions, restrictions, and limitations as contained in the offer brochure of commercial plot of Noida Authority / Lease Deed dated 16.02.2023 and correction deed dated 21.09.2023 executed by New Okhla Industrial Development Authority in favour of the **Developer for a period of 90 years Lease** for development of a commercial project.
2. The Allotment, if and when made by the Developer, pursuant to the Application shall be purely provisional and further be subject to the terms and conditions, restrictions, and limitations as contained in the abovementioned lease deed/correction deed & Bye-Laws of NOIDA authority and the intending Applicant(s) having read and understood the same has applied for the allotment and has undertaken to abide by those terms and conditions, restriction and limitation etc.
3. THAT the intending Applicant(s) has applied for allotment of the Unit in the commercial project being developed on the said Plot known as "PURVANCHAL SKYLINE VISTA". The intending Applicant(s) has full knowledge of laws, notifications and rules as applicable to the Plot and the terms and conditions mentioned in the NOIDA building byelaws, detailed offer of scheme by the Developer.
4. THAT the intending Applicant(s) has fully satisfied himself/herself/themselves about the interest and title of the Developer in the said Plot of Land.
5. THAT the Applicant(s) represent & acknowledge that he/she has inspected the relevant documents/papers and has carried out due diligence and is fully satisfied with the right/title/interest of the Developer/company to the said land and has understood all the limitations and obligations of the Lessee/Developer/Company/Broker/Agent in respect thereof. The Applicant(s) undertake not to hereinafter raise objections with respect to the Lessee/Developer/Company/Broker/Agent's rights/title/interest/entitlements in the Said Land and rights to sell and develop the Project. Furthermore, the Applicant(s) have studied the market and available products and have taken a conscious decision to apply for a unit in the Project without any undue influence or force by whatever means.
6. THAT the applicant(s) have received the copy of sanctioned plan, layout plan along with specifications approved by the competent authority of the project named "PURVANCHAL SKYLINE VISTA" and also the copy of stage wise time schedule of completion of the project including the provisions for civic infrastructure like water, sanitation and electricity.
7. THAT the timely payment of installments as per the payment plan shall be the essence of the allotment and completion of the project on time. It shall be incumbent on the intending Applicant(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of lease deed of plot. In case at any stage, the intending Applicant(s) seeks cancellation of allotment and/or refund of the amount deposited by Applicant(s), the same will be applicable as per clauses prescribed in this application form and agreement for sale as per UPRERA, which is read, understood, and accepted by the intending allottee(s). Accordingly, it is irrevocably agreed by the intending allottee(s) that if at any stage the intending allottee(s) seeks cancellation of aforesaid commercial unit, cancellation charges shall be equivalent to 10 % of the total price of the commercial unit and accordingly the entire booking amount / earnest money which is equivalent to 10 % of the total cost of unit shall be forfeited in the favor of the developer and the balance deposited amount if any, after deduction of interest for delayed payment (calculated up to date of application of cancellation of unit) will be refunded as per rules prescribed in UPRERA and agreement for sale (proforma of which is attached and has been read and understood by Applicant(s)). The delay in payment of installment shall attract an interest as prescribed by UPRERA

and will be calculated from the due date of outstanding amount. In case the intending Applicant(s) seeks cancellation before signing the agreement for sale, the entire booking amount i.e. 10% of total cost of the unit will be forfeited in favour of the developer/Developer. However, if the deposited amount is less than the 10% of total cost of the unit, the entire deposited amount by the intending Applicant(s) will be forfeited in favour of the developer.

That the timely payment of installments as per the payment Plan shall be the essence of the Allotment. It shall be incumbent on the intending Applicant(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the Noida Lease. In case of default by the Allottee in making payment as per the payment plan, the Developer may cancel the allotment of the Unit and refund the money paid to the Developer by the Allottee by deducting the booking amount which is 10% of the total consideration of Unit (Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc) and the allotment shall thereupon stand cancelled. If the deposited amount is less than the 10% of total cost of Unit(Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc),the,entire deposited amount by the intending Applicant(s) will be forfeited in favour of the Developer.

That in case at any stage, the intending Applicant(s) seeks cancellation of allotment of Unit and/or refund of the amount deposited by him/her, the same will be as per clauses prescribed in this application form and in the Agreement for Sale as per UPRERA which is read and understood by the intending Applicant(s). The delay in payment of installment shall attract an interest as prescribed by U.P.RERA and will be calculated from the due date of outstanding amount. In case the intending Applicant(s) seeks cancellation before signing the agreement for sale, the booking amount i.e. 10% of total cost of the Shop/Unit will be forfeited in favour of the Developer. However, if the deposited amount is less than the 10% of total cost of the Shop/Unit, the entire deposited amount by the intending Applicant(s) will be forfeited in favour of the Developer.

8. THAT the layout plan of the entire Project as drawn by the Developer is tentative and is subject to change, if deemed necessary by the Developer or as may be required by the regulatory authorities & NOIDA. The Developer may to this affect or if so, required by any regulatory authorities make suitable alterations in the layout plan, such alterations may include change in the area of the Unit, floor, Tower, number of Units, location and increase/decrease in the number of Car parking slots allotted to the Applicant(s). In regard to all such changes, either at the instance of the regulatory authorities or advice of the Developer's architect shall be final and binding on the Applicant(s).
9. THAT in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Government/Competent Authority, the Developer shall have full right to raise further constructions over the top roof/terrace of the Project or over the top roof/terrace of the Towers/Buildings in the Project as being the sole and exclusive property of the Developer and the Applicant(s) shall not be entitled to raise any objection or make any claim on any account in this regard. Subject to provisions of the applicable law, the Developer can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Developer.
10. THAT in case the cost/ value of the Unit booked/allotted is Rs.50,00,000 (Rupees Fifty Lac only) or more; 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 a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Applicant and the total amount of TDS so deducted shall be deposited by such Applicant to the credit of the Central Govt . The same is being necessitated as it has been mandated through an amendment in the Income Tax Act, 1961, by insertion of a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/developer/ Company/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of the Central Govt. The credit of the same shall be reflected in the accounts of the said Applicant once he/she

submits the proof of payment of TDS on purchase of property and the buyer/customer/applicant shall issue to the Builder/Developer/Company/seller a TDS Certificate in Form-16B. Considering the same, it is mandatory for the Applicant to have a valid Permanent Account Number (PAN). For further details Applicant may visit "www.incometaxindia.gov.in". Applicant is further requested to mention the address of the Developer on the challan for payment of "TDS on purchase of property".

11. THAT the intending Applicant(s) shall pay the entire consideration of the Unit to the Developer as per the Payment Plan opted by the intending Applicant(s).
12. THAT the intending Applicant(s) undertakes that he/she/they will not make any changes in the colour of Glass of the external facade or any other external walls of the building, and he/she/they will also not create any kind of permanent construction inside the unit (Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc), which may cause elevational change in the external facade/ outer side of the building.
13. THAT the intending Applicant(s) understands and accepts that after taking the possession of the Unit, it will be mandatory to take insurance policy by the Applicant(s) at his/her/their own cost against his/her/their unit(Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc) either individually or a group insurance policy of the building. The Developer will not be held responsible for any mis-happening henceforth. The Developer, if so desired by the Applicant(s) may assist in taking the group insurance policy but all kind of expenses in taking the group insurance policy will be borne by the allottees of the building on proportionate basis of their respective areas.
14. THAT the intending Applicant(s) understands and accepts that they shall not use the said property hereby allotted, for any purposes which are prohibited or forbidden under any Law for the time being in force or which maybe illegal and the Applicant(s) shall also not use the same for any purpose which may likely to cause the nuisance or annoyance to the other occupiers of the floors/ complex/ building of or for any immoral purposes.
15. That the intending Applicant(s) understands that this commercial project "**PURVANCHAL SKYLINE VISTA**" comprises of **Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc**. The Intending Allottee(s) irrevocably undertakes that he/she/they shall use the allotted unit strictly as per their nature of allotted space.
16. THAT the intending Applicant(s) shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance and consumable of the Unit) in the Complex as determined by the Developer.
17. THAT the Applicant(s) agrees to enter into a Maintenance Agreement to be executed between the Applicant(s) and Developer and/or the Maintenance Agency nominated by the Developer at the time of execution of the Sub-Lease Deed of the said Unit. The Applicant(s) shall pay the maintenance charges for upkeep and maintenance of various Common Services and Facilities (excluding internal maintenance and consumable of the Unit) in the Complex as determined by the Developer or its nominated Agency. It is expressly disclaimed that non-payment of any additional charges and maintenance charges within the time specified shall also disentitle the Applicant(s) to the enjoyment of the Common Services and Facilities and other common services

Note: All the unsold spaces and areas, which are not falling under the part of common areas, shall continue to be the property of the Developer and all right are reserved with the Developer for said areas.

18. THAT the Applicant(s) agrees and acknowledges that the Total Sale Price / consideration of the Unit applied for is fair and acceptable to the Applicant(s). The Applicant(s) further agrees and acknowledges that a similar Unit may be/have been sold/allotted/conveyed by the Developer at a

different price/consideration, the Applicant(s) shall not raise any objection or claim in this regard.

19. THAT in case, the Applicant(s) makes any payment to any person/Developer/Firm etc, except M/s Purvanchal Projects Private Limited, against his booked Unit, then the Applicant(s) will be solely responsible & liable for the said payment and such payment shall not be deemed to be the payment made towards the payment plan of the Unit. If any payment is done by any third party on behalf of the Applicant(s) then the Applicant(s) will have to provide a duly notarized third party undertaking specifying such authorization for the above mention payment as per the format provided by the Developer.
20. THAT apart from basic sale price and Lease Rent of the Unit, the developer has already fixed Preferential Location Charges (PLC) for certain Units and if the intending Applicant(s) opts for the booking of any such Unit, he/she/they shall also pay such charges. In addition to this, Applicant(s) also understand and has agreed to pay the Floor PLC charges over and above the Basic Sale Price.
21. THAT Booking Amount / Earnest Money shall be deemed to be 10% of the total price of the commercial unit (which may be paid in two equal installments of 5% each i.e. 5% at the time of booking & 5% within 15 days of booking of the flat) as mentioned in the Payment Plan.
22. THAT if the Applicant(s) requires more than 5 KVA Power backup facility, then the Applicant(s) has to give his request in writing at the time of offer of possession letter and has to pay additional charges for the additional Power back up facility, and no request for power back-up facility shall be entertained later on. Per unit charges of the power backup (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession. Allotment of additional power back-up subject to availability of extra power back-up and shall be at the sole discretion of developer.

Note: Any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always stay final as once opted in this booking application.

23. THAT the Applicant(s) understands that he/she/they shall have undivided proportionate share in the common areas of the commercial project, which shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project except for **car parking space of the project & Vacant / Un-Allotted car parking space** in all the three basements & surfaces if any, the terrace of the building, or any other commercial spaces of the project and except for what is allotted to the Applicant(s) as per this application form in the said building. Since the share/interest of allottee in common areas is undivided and cannot be divided or separated, the allottee(s) shall only have the right to ingress in such common areas and use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the other commercial units (**Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc**) or in the operation and management of any other commercial space except for what is allotted to the intending allottee(s) and including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture operation and management or any other mode including transfer to Govt.; Semi-Govt; or any other authority, body or any person, institution, trust and /or any local bodies which the Developer may deem fit in its sole discretion.
24. THAT subject to the restrictions and limitations in the Lease Deed, the intending Applicant(s) have the option to raise funds or obtain a loan for purchase of the Unit. . However the applicant(s) bear sole responsibility for obtaining loan approval and disbursement in accordance with the developer's payment schedule. It is mandatory that the applicant(s) adhere to the agreed upon payment schedule with the developer. In the event of delays or non-disbursement of the loan for any reason, **what so ever** the applicant(s) may face consequences, including interest payment for the delay period and potential cancellation of the allotment. These consequences will align with the clauses specified in both the application form and the Agreement for sale.

25. THAT all taxes and statutory levies presently payable in relation to Land & Building comprised in "PURVANCHAL SKYLINE VISTA", have been included in the price of the Unit. However, in the event of any further increase and/or any fresh tax or otherwise, cess, land compensation, duty or any kind of levy by the Government or any other statutory authority, the same shall be payable by the intending Applicant(s) on pro-rata basis. Any charges on account of external electrification as demanded by any competent authority (ies) shall also be additionally payable by the Applicant(s). However, it is also agreed by the allottee that the amount of Goods & Service Tax as per prevailing rate shall be payable extra over and above the agreed sale price of Unit (Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc).
26. That the Applicant & Co-Applicant(s) (if any) will have equal share in the Unit and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, in case a loan has been availed. Similarly, in a divorce case or where a dispute arises between the Applicants, the booking will continue only after providing consent in writing by both the Applicant(s) and No Objection Certificate from the concerned bank, if a loan has been availed. The interest over the delayed payment shall be charged, and the dispute whatsoever stated above shall not give any effect to the same. In all the above said circumstances there will be a time limit of maximum upto 3(three) months and thereafter the Developer can cancel the said booking/allotment and the Applicant(s) shall have no claim or right whatsoever except to claim for the refunds of the amounts as deposited, and in such cancellation there will be a deduction of 10% of the cost of the Unit. For the refund in said cases as stated above, consent of both the Applicant(s) shall be necessary otherwise the amount shall be refunded in equal share between all the Applicant(s).
27. That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on part of the Applicant(s) to make the payment on or before the due dates. If any installments as per payment schedule is not paid within the stipulated due date, the Developer will charge an Interest Rate prescribed under the Act from the due date. Further, if the payment remains in arrears even after 2(two) consecutive demand notices of 7 (seven) days period each for such installment issued by the Developer as per the payment plan, and if such default by Applicant(s) continues for a period beyond 3 (three) consecutive months after the notice from the Developer in this regard, then the allotment shall automatically stand cancelled at the sole discretion of the Developer and the amount deposited by the Applicant as earnest money/booking amount i.e. 10% of the cost of Unit will stand forfeited, and after deduction of interest liabilities, any amounts received from applicant(s) /housing finance companies/banks against the said allotment and any other charges, the balance amount, if any, shall be refunded without interest. Such refund shall be made as per the provisions of applicable law.
28. The Developer shall endeavor to complete the construction of the Unit within the specified period as in the Allotment Letter/Agreement for Sale/Sub-Lease to be entered into, subject to timely payment of installments and other charges when due or demanded by the Developer and the same shall be payable by the Applicant. The Developer on obtaining Occupancy Certificate from concerned regulatory authority shall hand over the Unit to the Applicant after clearing all the dues according to the terms and conditions of the Allotment Letter/Agreement for Sale/Sub-Lease in respect of said Unit.

The Applicant agrees that the development of the project is subject to force majeure conditions which includes, but is not limited to:

- ☒ Acts of God i.e., landslide, fire drought, flood, earthquake, epidemics, natural disasters, etc.
- ☒ War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism;
- ☒ Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or

Tribunal or any quasi-judicial body or authority;

☒ Any change in applicable laws adversely affecting the development of the Building / the said Project;

☒ Other cause beyond the reasonable control of the Developer or its agent or not directly attributable to any willful act or omission of the Developer and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Unit.

29. That upon completion of the unit the applicant(s) shall receive written notification, commencing a 60 day's period from the date of the "offer of the possession". During this duration the applicants are required to complete essential formalities, including obtaining NOC from the Accounts Department of Developer, and finalizing the registration of Sub-Lease Deed. The requisite procedure must be concluded within the specified 60 day period. In the event the applicant(s) exceed this time frame, monthly maintenances changes will commence, in accordance with the date specified in the "offer of possession".
30. That in case, the Applicant reaches in last of "Fit Out Period", where the scope of 60 days for final touch does not remain, in such condition, the monthly maintenance charges shall commence in accordance to the date given in the letter of "Offer of Possession".
31. THAT upon completion of Unit and receipt of full consideration and other charges, if any payable by the intending Applicant(s), a Sub lease deed shall be executed in favour of the intending Applicant(s) on the Developer's format [Proforma of which is attached and has been read and understood by Applicant(s)]. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease 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 Stamp Act. Any stamp duty and deficiency, if imposed by the Govt. on the Allotment Letter, Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Applicant(s).
32. THAT there will be defect liability period of 60 months from the date of handing over possession or from the date of issuance of Occupancy Certificate whichever is earlier. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought equipments/appliances, the Developer shall co-operate with the applicant(s) to sort out the issues.
33. That the Applicant(s) and his family members have the right to visit and inspect the premises during the course of construction after seeking prior written consent of the Developer. During the course of such inspection, the Developer shall not be held liable for any loss/cost/damages/hurt or any other expenses caused due to such visit by the Applicant(s) or his family members accompanying him, if any, on account of any accident that may occur at the time of inspection during the constructions or after constructions.
34. THAT the allotment of Unit is at the sole discretion of the-Developer and the Developer has a right to reject any offer/application without assigning any reason. In the event the Developer decides to reject any offer/application for allotment of Unit, the Developer/Developer shall not be obliged to give any reason for such rejection and any such decision of the Developer rejecting any

offer/application for allotment of Commercial Unit/Space shall be final and binding.

35. THAT the Developer is not required to send reminders / notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and / or the allotment letter /agreement for sale and the Applicant(s) is required to comply with all its obligations on its own.
36. THAT it shall be the responsibility of Applicant(s) to inform the Developer by Regd. A.D. Letter, Courier or Email about subsequent change(s) in the address, otherwise the address given in the booking Application Form will be used for all correspondences and all the demands, letters, intimations, notices, etc. posted at that address (if any changes in the Address have not been intimated) will be deemed to have been received by the Applicant(s) and the Developer shall not be responsible for any default.
37. That in case of an NRI Applicant(s), the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other prevailing law shall be the responsibility of the Applicant.
38. THAT Gautam Budh Nagar Courts shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.
39. THAT the general terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of allotment.

DECLARATION

- **I/we have signed and submitted this application and paid the amount payable thereof being fully conscious of my/our liabilities and obligations.**
- **I/We agree to sign and execute all the necessary agreements and other definitive documents as and when desired by the Developer within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/expenses incidental thereto and I/We agree to be bound by the terms of the said agreements/documents.**
- **I/We have read and understood the "Terms and Conditions" mentioned in this application form and agree to be bound by the same.**
- **I/We are fully aware of the fact that the terms and conditions mentioned herein shall be in addition to the terms and conditions of the necessary agreements/definitive 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.**
- **I/We the Applicant(s) herein unequivocally agrees, affirm and undertake to abide by the terms and conditions as mentioned hereinabove.**

(i)

Sole/First Applicant

ii)

Second Applicant

(iii)

Third Applicant

Place.....

Date...

For Office use only

Check List for Application Form

Project: Purvanchal Skyline Vista, NOIDA

Flat No.		Tower No.	
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- 1. Photograph of Sole /First Applicant(s):
- 2. Photograph of joint Applicant 1 (if applicable):
- 3. Photograph of joint Applicant 2 & 3 (if applicable)
- 4. Two extra Photographs of all Applicants for sale agreement
- 5. Basic Sale Price & other charges calculation checked
- 6. Possession/other charges checked
- 7. Signatures of Applicant(s) on every pages checked
- 8. KYC documents completed

Remarks:

- 9. Is customer interested for loan (Yes/No):

- 10. If yes, which Bank/Financial institution

- 11. Any other condition (Please specify):
.....
.....

- 12. Additional offers given (Please specify):
.....
.....
.....

Signature of Applicant(s)