

APPLICATION FORM

For Project "Divyarv Grande"

AT

**Commercial Plot No: 4,
Delta - II
Greater Noida**

Developed By:

Company Name

Sukadiv Projects LLP

(RERA Registration No. [●])

Website link: <https://divyarv.com/sukadiv/>

Dated: _____
No. _____

Application

To

M/s **Sukadiv Projects LLP**
TH-20, Jaypee Green Wish Town,
Sector - 128, Noida - 201304

Sub: Application Form for provisional registration of Commercial Space in the proposed project at Commercial Plot No SLC -8/G/4, Delta - II, Greater Noida -201310.

Dear Sir,

I/We wish to apply for the provisional registration of an Commercial unit (as per the details provided in **Schedule II (Details of the Unit)** (said "Unit") in the proposed project being developed by the Company under the name and style of "Divyav Grande" at **Plot No SLC -8/G/4, Delta - II, Greater Noida -201310** .

I/We hereby remit a sum of Rs. _____ (Rupees _____
_____ only) vide Cheque/No.(s) _____ drawn on
_____ in favor of "**Sukadiv Projects LLP**" as the provisional registration amount.

I/We agree and understand that this Application, its acknowledgement by the Company and/or issuance of Allotment Letter does not constitute an agreement to sell and does not entitle me/us to the provisional allotment of the Unit, notwithstanding the fact that the Company may have issued a receipt(s) in acknowledgement of the money tendered by me/us as a provisional registration amount to the Company with this Application. Allotment of the Unit is entirely at the discretion of the Company which retains its right to reject an application without assigning any reason.

I/We agree and understand that this Application Form for booking of the Unit in the Project shall become final only upon execution of an Agreement for Sale/Buyer Agreement ("Agreement") and shall be subject to the indicative terms and conditions as enumerated in Schedule V enclosed hereunder and the terms and conditions stipulated under the Agreement, maintenance agreement and other documents executed in respect of the said Unit (collectively "Unit Documents").

In the event of the Company accepting my/our Application Form and agreeing to provisionally allot the Unit to me/us, the Company shall send across the detailed Agreement which shall comprehensively set out the terms and conditions of allotment of the said Unit, usage, transfer, etc., payment of Total Price and other charges in respect of the said Unit.

I/We agree to execute the said Agreement (with all schedules) and various other documents in the standard format provided by the Company and shall strictly adhere to all the terms and conditions stipulated by the Company from time to time.

I/We agree that the allotment shall become final and binding upon the Company, only upon due execution of the Agreement together with all the annexures and schedules of payments annexed therewith. If I/We fail to execute and deliver the Agreement to the Company within 30 (thirty) days from the date of issue of the same, then the Company shall be entitled to re allot/sell the said Unit to any other person and on such terms and conditions as the Company may deems fit.

I /We hereby acknowledge that I /We have obtained all the information about the Company and the Project, including the details and clarifications as required by me/us and that I/ We are fully satisfied with the same. I/We have relied on my/our own judgment, due diligence and investigation in deciding to apply for the booking of the Unit.

I/We agree to make timely payment of all the installments of the Total Price as mentioned in Schedule III (Pricing Details) as per the payment plan provided in Schedule IV (Payment Plan) and opted by me. In the event of delay in payment of any installment/amount demanded by the Company, I/We shall be liable to pay interest on the unpaid amount at the rate prescribed under the Real Estate (Regulation and Development) (Amendment) Rules, 2016 (hereinafter referred to as "Rules") as applicable to the state of Uttar Pradesh on due amounts for the period of delay. The payment plan opted by me/us has been duly explained in detail to me/us by the Company to my/our satisfaction and I/We confirm having fully understood the same.

Notwithstanding anything contained herein in this Application Form, I/We hereby understand that this Application Form will be considered only on realization of the amount tendered with this Application Form.

I/We have applied with full knowledge and understanding of all the laws, bye-laws, statutes, notifications, rules and regulations that are applicable to the state of Uttar Pradesh and in the area in general and in the area in which the Project is situated in particular. I have also gone through the above terms and conditions as well as the indicative terms and conditions for the allotment as enumerated in Schedule V attached hereunder and have understood them and I/We hereby accept and agree to the same.

I/We agree to execute all the documents in the standard format provided by the Company as and when necessary for the creation of rights in the said Unit and shall strictly adhere to all the terms and conditions stipulated by the Company from time to time.

I/We agree that the allotment of said Unit is at the sole discretion of the Company and in case the said Unit is not allotted to me/us for any reason whatsoever, I/We shall not raise any objection or claim damages or challenge the same in a court of law and the amount deposited herein shall be refunded to me/us without any interest within 30 (thirty) days from the date of notice regarding rejection of registration of expression of interest or allotment of the said Unit, as the case may be.

I/We have filled in my/our particulars as per the details stated in Schedule I (Particulars of Applicant(s)) for reference and record. I/We have also enclosed my/our KYC documents required to be submitted along with the Application Form.

(PARTICULARS OF APPLICANT(S))

1 SOLE OR FIRST APPLICANT(S)

Mr./Mrs./Ms. _____

S/W/D/o _____

Age ____ years, Profession _____ *Nationality _____

Residential Status: *Resident/NRI/PIO _____

Income Tax Permanent Account No. _____

GST No. _____

Mailing Address: _____

_____ PIN _____

Tel No. _____ Fax No. _____

Office Name & Address _____

_____ PIN _____

Tel No. _____ Fax No. _____

E-mail ID: _____ Mobile: _____



2. SECOND APPLICANT(S)

Mr./Mrs./Ms. _____

S/W/D/o _____

Age ____ years, Profession _____ *Nationality _____

Residential Status: *Resident/NRI/PIO _____

Income Tax Permanent Account No. _____

Aadhar Number. _____

GST No. _____

Mailing Address: _____

_____ PIN _____

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Tel No. _____ Fax No. _____

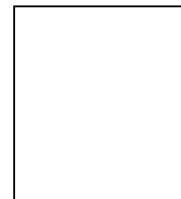
Office Name & Address _____

_____ PIN _____

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Tel No. _____ Fax No. _____

E-mail ID: _____ Mobile: _____



3. IF APPLICANT(S) IS A COMPANY



Name of the Company

Name of Authorised Signatory

Date of Incorporation _____ Type of Business

Date of Board Resolution/ Authority Letter/ Power of Attorney

Income Tax Permanent Account No. _____

CIN No. _____

GST No. _____

Regd. Office Address: _____

_____ PIN _____

Tel No. _____ Fax No. _____

E-mail ID: _____ Mobile: _____

4. IF APPLICANT(S) IS A SOLE PROPRIETORSHIP FIRM

Name of the Firm _____

Name of Proprietor _____

Date of Incorporation _____ Type of Business _____

*Date of Birth of Proprietor

Income Tax Permanent Account No. _____

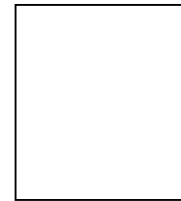
GST No. _____

Office Address: _____

_____ PIN _____

Tel No. _____ Fax No. _____

E-mail ID: _____ Mobile: _____



5. IF APPLICANT(S) IS A PARTNERSHIP FIRM OR LIMITED LIABILITY PARTNERSHIP FIRM

Name of the Firm _____

Name of Authorised Partner _____

Income Tax Permanent Account No. _____

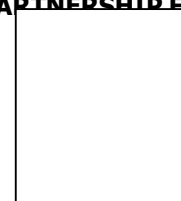
GST No. _____

Office Address: _____

_____ PIN _____

Tel No. _____ Fax No. _____

E-mail ID: _____ Mobile: _____



DECLARATION

I/We the above-named Applicant(s), do hereby declare that the particulars given by me/us are true and correct and nothing has been concealed therefrom. Any provisional allotment against my/our

application shall be subject to the terms and conditions attached to this Application Form and which would be comprehensively set out in the Unit Documents, the terms whereof shall ipso-facto be applicable to me/us and to my/our legal heirs and successors. I/We undertake to inform the Company of any change in my/our address or in any other particular/information failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us. I/We have read and signed all the pages of this application form and the "Payment Plan" after fully understanding the contents thereof. I/We the Applicant(s), do hereby declare that my/our application form for provisional registration of the Unit in the Project of the Company is irrevocable. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done without any liabilities and penalties.

Signature of all Applicant(s)

Date: _____

Place: _____

DOCUMENTS TO THE SUBMITTED ALONG WITH APPLICATION FORM

I. Resident of India/Proprietor:

- a. Copy of PAN card and Aadhar Card (Self Attested).
- b. Copy of GST Registration (if applicable).
- c. Photographs in all cases.
- d. Declaration on firm's letter head (in case of Proprietorship firm).
- e. Recent passport size-colored photographs (two) in all cases.

II. Partnership Firm / Limited Liability Partnership (LLP):

- a. Copy of PAN card of the partnership firm/ Limited Liability Partnership (LLP) (Self Attested by Partner).
- b. Copy of GST Registration (if applicable).
- c. Copy of Partnership Deed/ Limited Liability Partnership (LLP).
- d. In case, one of the Partners signs the Application Form/other documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm/LLP.
- e. Copy of Identity Proof and address proof of the Partner(s) signing the Application form.

III. Private Limited Company & Public Limited Company:

- a. Copy of PAN card of the Company (Self Attested by Director).
- b. Copy of GST Registration (if applicable).
- c. Certified copy of updated Memorandum & Articles of Association.
- d. Board Resolution in support of the authorized signatory along with the stamp of the Company.
- e. Copy of Identity Proof and address proof of the authorized signatory (Self Attested).
- f. All the documents of the Company are to be signed by the authorized signatory of the company after putting the stamp of the company on the same.

IV. Hindu Undivided Family (HUF):

- a. Copy of PAN card of HUF (Self Attested by Karta).
- b. Copy of GST Registration (if applicable).
- c. Authority letter from all the coparceners of the HUF authorizing the Karta to act on behalf of the HUF.
- d. Bank Statement of the HUF.
- e. Identity and Address Proof of the Karta (Self Attested).

V. NRI/OCI/Foreign National of Indian Origin/Foreign National:

- a. Copy of Passport of the Applicant (Self Attested).
- b. Copy of GST Registration (if applicable).
- c. In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- d. In case of a cheque, all payments should be received from NRE/NRO/FCNR account of the Applicant only or foreign exchange remittance from abroad and not from the account of any third party.

VI. Address Proof (any two):

Copy of Passport, Aadhar Card, Driving License, Electricity Bill, Telephone Bill, Voter ID, etc.

VII. Identity Proof (any two):

Copy of Passport, Aadhar Card, PAN Card, Voter ID, Identity Card issued by Government, etc.

DETAILS OF THE UNIT

1.	Unit No.	
2.	Floor No.	
3.	Unit Type (Room / Retail)	
4.	Area (approx.):	
a.	Carpet Area	_____ sq. mtr. / _____ sq. ft.
b.	Usable Area	_____ sq. mtr. / _____ sq. ft.
c.	Super Area	_____ sq. mtr. / _____ sq. ft.
5.	No. of Reserved Car Parking (if any)	

SCHEDULE III

PRICING DETAILS

S. No.	Charges	Rate per sq. ft. (of Carpet Area) (in Rs.)	Rate per sq. ft. (of Super Area) (in Rs.)	Total (in Rs.)
1.	Basic Sale Price*			
2.	Preferential Location Charges (PLC) 			
3.	External Development Charges**			
4.	Infrastructure Development Charges**			
5.	Infrastructure Augmentation Charges**			
6.	Parking Reservation Charges (Covered Car Parking)			
7.	Electrical Connection Charges**			
8.	Water Connection Charges**			
9.	Provision for Power Back- Up **			
12.	GST/Any other taxes as may be applicable**			
13.	Any Other Charges			
Total Price				

* the basic sale price includes the cost of exclusive balcony/ verandah and open terrace (if any).

**said charges/taxes/fees/levies etc. have been computed on the basis of prevalent rates as specified by the concerned authority/department and the same are subject to variation, in case of any change/modification with prospective/retrospective effect by the concerned authority/department.

Note:

- All payments are to be made through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favor of '**Sukadiv Projects LLP**' payable at SUKADIV PROJECTS LLP DIVYARV GRANDE COLLECTION A/C Account No - 50200113220390, IFSC Code: HDFC0009629, Branch: Sector - 143, HDFC Bank or such other account as may be communicated by the Company from time to time.
- All payments are to be made after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The Applicant(s) is/are required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of tax so deposited to the Company so that the appropriate credit may be allowed to the account of the Applicant(s).
- Interest Free Maintenance Security Deposit and sinking fund deposit ("IFMS & SFD") @ Rs. [__]/- (Rupees

_____only) per sq. ft. of as per Super Area, has not been considered in the Total Price specified above, as it being a deposit, shall be payable additionally by the Applicant(s) as per the demands raised by the Company.

4. a) The Total Price specified above is inclusive of the maintenance charges** for a period of 1 (one) year from the date of offer of possession of the Unit. Thereafter, the Applicant(s) shall be liable to pay at the Maintenance Charges at the rates specified by the Company or its designated Maintenance Agency. **Maintenance charges included in the Total Price have been arrived on the basis of current consumer price index (CPI) and prices of diesel, labour, consumables, etc., as applicable as on date. The maintenance charges payable by the Applicant(s) shall be payable on Cost +20% (twenty percent) basis, therefore the actual maintenance charges payable by the Applicant(s) upon offer of possession shall be recalculated on the basis of then prevailing CPI and prices of diesel, labour, consumables, etc.

b) Lease rent extra with applicable taxes and levies upon offer of possession as per actual.

5. Taxation particulars of **Sukadiv Projects LLP** are as under:

PAN No.: AFMFS2594E

GST Identification No.: 09AFMFS2594E1ZJ

6. The cost of stamp duty, registration charges or other incidental charges will be borne and paid by the Applicant(s) in addition to Total Price for the said Unit

SCHEDULE IV**PAYMENT PLAN****A. DOWN PAYMENT PLAN**

Application Amount	10% (ten percent) of Basic Sales Price plus applicable Taxes/Cess etc.
Within 30 (thirty) days of Application	20% (twenty percent) of Basic Sales Price plus applicable Taxes/Cess etc.
Within 60 (sixty) days of Application	65% (sixty five percent) of Basic Sales Price + 100% (hundred percent) of PLC + 100% (hundred percent) of car park + EDC, IDC & IAC plus applicable Taxes/Cess etc.
On Offer of Possession	5% (five percent) of Basic Sales Price + 100% (hundred percent) of [IFMS + Electrical Connection Charges+ Water Connection Charges + Power Back-Up Charges + Stamp Duty & Registration Charges + Other Charges]

B. SPECIAL PAYMENT PLAN

Application Amount	10% Basic Sales Price plus applicable Taxes/Cess etc
Within 30 (thirty) days of Application	30% of Basic Sale Price
On 10th Floor Slab	20% of Basic Sale Price +50% (hundred percent) of PLC + 100% (hundred percent) of car park + EDC, IDC & IAC plus applicable Taxes/Cess etc.
On Super Structure	20% of Basic Sale Price + 50% (hundred percent) of PLC + 100% (hundred percent) of car park + EDC, IDC & IAC plus applicable Taxes/Cess etc.
On OC Application	10% of Basic Sale Price
On Offer of Possession	10% of Basic Sale Price + 100% (hundred percent) of [IFMS + Electrical Connection Charges+ Water Connection Charges + Power Back-Up Charges + Stamp Duty & Registration Charges + Other Charges]

C. PARTIAL DOWN PAYMENT PLAN

Application Amount	10% of Basic Sale Price
Within 30 (thirty) days of Application	55% of Basic Sale Price
On Super Structure	15% of Basic Sale Price + 100% (hundred percent) of PLC + 100% (hundred percent) of car park + EDC, IDC & IAC plus applicable Taxes/Cess etc.
On OC Application	10% of Basic Sale Price
On Offer of Possession	10% of Basic Sale Price + 100% (hundred percent) of [IFMS + Electrical Connection Charges+ Water Connection Charges + Power Back-Up Charges +Stamp Duty & Registration Charges + Other Charges]

C. Mutually agreed any other plan herein referred to as "Other Plan"

Payment Plan Opted by the Buyer: _____ (Plan ____)

Note: In case booking of Unit(s) is done on or after the commencement of construction at the site then the Applicant(s) shall be required to pay the total amount as per the stages completed in the above mentioned payment plan within a period of 45 (forty-five) days from the date of the said application/booking. This needs to be confirmed from your end

SCHEDULE V

INDICATIVE TERMS AND CONDITIONS FOR PROVISIONAL REGISTRATION OF THE UNIT AT THE PROJECT

The terms and conditions given below are only tentative and indicative in nature with a view to enable the Applicant(s) to acquaint himself/herself/themselves/itself with the terms and conditions which shall be comprehensively set out in the Unit Documents which, upon execution, shall supersede the terms and conditions, whether verbal or written, set out herein below, so far as they are inconsistent with the terms and conditions set out in the Unit Documents.

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

1. The Applicant(s) has/have made this Application for the allotment of the Unit with full knowledge of and subject to all the laws, bye-laws, statutes, notifications, rules and regulations applicable to the area where the Unit is proposed to be situated, and which have been explained by the Company and fully understood by the Applicant(s).
2. The Applicant(s) is/are aware that the Project is registered with the Uttar Pradesh Real Estate Regulatory Authority vide Registration No. [_____]. The Applicant(s) has/have satisfied himself about the interest and right of the Company in the land on which the Project '**Divyarv Grande**' is proposed to be constructed and has fully understood all limitations and obligations in respect thereof. The Applicant(s) has/have conducted appropriate legal due diligence and assured himself that the Company has the relevant title, rights, interest, permissions, approvals and licenses to develop the said Project. The Applicant(s) is/are fully satisfied regarding title of the Company on the land in which the Project being developed is marketable and that the Company has a right and authority to develop and promote the Project on the land and to sell Unit(s) to any party under the provisions of Real Estate (Regulation & Development) Act, 2016 and terms and conditions and bye-laws of competent authorities. I/We further accept and agree to abide by the provisions of RERA, and such other competent authorities.
3. That if for any reason, the Company is not in a position to confirm the allotment of the said Unit applied by Applicant(s) within a period of 60 (sixty) days from the date of this Application, then the Company may refund the received amount by cheque (without any interest) and send by registered post AD and thereafter, upon dispatch of such refund by the Company, this Application shall automatically stand cancelled and the Applicant(s) shall be left with no right, title or interest in the allotment of the said Unit and having agreed to this condition, the Applicant(s) agree(s) not to raise any disputes or claims against the Company, in future.
4. The Applicant(s) agree(s) to pay the Total Price of the Unit and other charges as specified in **Schedule III** attached herewith and that the calculation of all these applicable charges shall be more clearly defined in the Unit Documents.
5. The Applicant(s) is/are aware and agree(s) that the Company proposes to offer the Unit for possession within the timelines intimated by the Company to RERA Authority unless there is delay due to force *majeure* events, Court orders, Government policy/guidelines, decisions etc. affecting the regular development of the Project. If, the completion of the Project is delayed due to the above conditions, then the Applicant(s) agree(s) that the Company shall be entitled to the extension of time for delivery of possession of Unit. Before taking actual physical possession, the Applicant(s) shall make physical inspection of the Unit to get any deficiency/ damage/ problem rectified by the Maintenance Agency. After taking physical possession of the Unit, the Applicant(s) shall have no right or claim of any nature whatsoever in respect of any item of work which the Applicant(s) may allege as not completed or in respect of any design or specifications.
6. The Applicant(s) agree(s) that 10% (ten percent) of the Total Price of the Unit shall be treated as booking amount ("Booking Amount").

7. That, in case of cancellation of provisional allotment by the Applicant(s) prior to signing of the Agreement for any reason whatsoever, the Booking Amount, taxes as well as the brokerage amount, paid to the broker/sales organizer shall stand forfeited. The Applicant(s) hereby agree(s) and confirm(s) that the Company shall refund the balance amount in accordance with other terms and conditions mentioned herein.
8. The Applicant(s) hereby authorize(s) the Company to forfeit (i) Booking Amount, (ii) interest component on delayed payment (payable by the customer for breach of Unit Documents and non-payment of any due payable to the Company) and (iii) taxes paid by the Applicant(s), in the event of non-payment of any installment of Total Price or any other charges payable by the Applicant(s) as per the terms of the Unit Documents.
9. The Applicant(s) agree(s) to pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Agreement, Cancellation Deed, Sale Deed / Conveyance Deed and any other Unit Documents. The Sale Deed / Conveyance Deed will be executed and registered in favor of the Applicant(s) by the Company subject to receipt of total sale price, other dues, other charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Unit allotted to him.
10. The Company has clarified, and the Applicant(s) has/have clearly understood, that the layout plan of the Project depict the various towers / areas / structures and facilities & amenities which are proposed to be developed in phases. The Applicant(s) has/have also understood that the construction, structures, facilities and amenities and their earmarked uses in other phases of the total Project may be modified / amended by the Company at any stage, as per applicable laws, to which the Applicant(s) shall have no objection, and such changes shall be binding on the Applicant(s).
11. The Applicant(s) also agree(s) that if deemed necessary by any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities made applicable to the said Project or any phases in the total Project requires provision of new / additional facilities / equipment / devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., then the cost of the such additional devices, equipment, facilities or up-gradation etc. shall also be borne and paid by the Applicant(s) on proportionate basis, as and when demanded by the Company.
12. The Applicant(s) understand(s) and agree(s) that since the Project consist of several phases, the Company will be carrying out the development of other phases in the total Project and there will be construction activities on the said land in future even after completion of said Project / offer of possession of the Unit to the Applicant(s), and the Applicant(s) undertake(s) (i) that he/she/it/they shall not at any time, create any hindrance/obstruction/interference in the construction and development of other phases/areas in the total Project, and shall not object to the Company's development/ construction or continuing with the development of the said land in phases and other adjoining land as permissible, in any manner, and (ii) not object or raise any claim, demand, etc., towards any inconvenience faced by him/them due to such construction activities. Further, the Applicant(s) shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Applicant(s) may suffer due to any development/construction activities or other incidental /related activities in the vicinity of the Unit or anywhere else in the Project / other phases in the total Project, and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed other phases of the total Project are not completed.
13. The facilities and amenities, which are proposed in subsequent phases in the total Project, will be available for use to the Applicant(s) (along with other allottees / occupants of the Project) only after completion of the respective phases in the total Project. The use of common areas and other facilities and amenities in the Project and other phases of the total Project shall be subject to the terms and conditions of the Unit Documents and other policies, guidelines, rule and regulation etc., framed by the Company / Maintenance Agency / Association / Association of Project, from time to time, in this regard, and payment of Maintenance Charges, fees, etc.

14. The Applicant(s) hereby further agree(s) that non-completion or non-operation of any facility / amenity to be developed in the Project and subsequent phases in the total Project shall not be a ground for not taking possession of the said Unit or withholding any payment. The Applicant(s) further acknowledge(s) and agree(s) that other phases in the total Project and common areas, facilities, amenities in such phases will be developed by the Company, at its discretion, as per applicable and permissions and approvals laws. The Applicant(s) confirm(s) that he/she/it/they has/have booked the said Apartment in the Project basis the common areas, facilities and amenities to be developed in the Project, and in case there is any delay in development or failure of development of future phase(s) in the total Project (including common areas, facilities and amenities in such future phases), the Applicant(s) shall not make and claim, demand, etc., on the Company in this regard.
15. The Applicant(s) agree(s), understand(s) and acknowledge(s) that time shall be the essence with respect to the Applicant(s)' obligations to pay the Total Price, maintenance charges, utilities charges and other amounts as provided in the Payment Plan along with other payments such as applicable stamp duty, taxes, cess, registration fees and other charges 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 the other obligations of the Applicant(s). It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on part of the Company to send demand notices / reminders regarding the payments to be made by the Applicant(s) as per the Payment Plan or obligations to be performed by the Applicant(s). 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 said Unit.
16. It is abundantly made clear that in case the Applicant(s) is/are a non-resident/foreign national of Indian origin/foreign national, then in respect of all remittances, acquisition/transfer of the said Unit, it shall be the sole responsibility of the non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments or modifications thereof and the rules and regulations of the Reserve Bank of India or any other applicable law in this regard and provide the Company with such permissions, approvals, sanctions, consents of the concerned authorities which would enable the Company to fulfill its obligations. Any refund, transfer of security if agreed by the Company shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law for the time being in force. The Applicant(s) understand(s) and agree(s) that in the event of any failure on his part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/it/they shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility in this regard and the Applicant(s) agree(s) and undertake(s) to indemnify and keep the Company fully indemnified and harmless from any harm, injury, losses, claims and demands which may be caused to it due to the non-observance of the applicable rules and regulations in this regard by the Applicant(s).
17. The common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities as specified by the Company in the undertaking / declaration which may be filed by the Company with the competent authorities and shall be conclusive and binding upon the Unit owners and the Applicant(s) agree(s) and confirm(s) that his / their right, title and interest in the said Unit / said building / Project shall be limited to and governed by what is specified by the Company in the said undertaking / declaration. The Applicant shall not have any ownership rights on the areas declared as limited common areas and facilities by the Company and the right to use such limited common area and facilities shall be limited to Applicant(s) who has/have been specifically authorized to use such limited common areas and facilities. The Applicant(s) shall not have any ownership right and title in any common areas and facilities, limited common areas and facilities, shops, commercial area, etc., constructed or situated in the Project.

18. The Applicant(s) agree(s) that if deemed necessary by the Company, or if any provision of the existing and future laws, guidelines, directions etc. of any Government Authority or the competent authorities made applicable to the said Unit / Project requires provision of new /additional facilities / equipment / devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., then the cost of the such additional devices, equipment, facilities or up-gradation etc. shall also be borne and paid by the Applicant(s) on pro-rata basis, as and when demanded by the Company.
19. Earmarking of specific parking space(s) will be done at the time of giving possession of the said Unit. The Company may provide mechanized parking in the Project which may be allotted to the Applicant(s).
20. The Company shall not be responsible towards any third-party making payment/remittances on behalf of the Applicant(s) and such third party shall not have right in respect of the Unit applied for herein in any way, the Company may also ask for a requisite no-objection certificate(s) as per the approved format of the Company. The Company shall issue receipts for payment in favor of the Applicant/s only.
21. The Applicant(s) has/have specifically acknowledged to the Company that the registration of the Unit shall be subject to the strict compliance of bye laws, rules, regulations etc. that may be framed by the Company for occupation and use of the Unit and such other conditions as prescribed by the applicable laws.
22. The Allotment of the Unit shall be subject to the Real Estate (Regulation and Development) Act, 2016 (along with the rules and regulations framed there under), Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (along with the rules and regulations framed there under).
23. In case of Joint Applicants all communication shall be sent to the Applicant whose name appears first in the application form, at the addresses given by him, which shall for the purpose and shall be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named Applicant. All the Applicant(s) has agreed to this condition of the Company.
24. The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in the registration/allotment letter, failing which all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).
25. To avoid penal consequences under the Income Tax Act, 1961, the Applicant is required to comply with provisions of section 194 IA of the Income Tax Act, 1961 by deducting tax at Source (TDS) at applicable rates from each installment payment (including booking amount). The Applicant(s) is/are required to submit to the Company TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of tax so deposited so that the appropriate credit may be allowed to the account of the Applicant.
26. That in case Applicant(s) want(s) to avail a loan facility from any Bank/Financial Institution/Agency to facilitate the purchase of the said Unit, then the Applicant(s) shall arrange / avail the loan facility from Bank/Financial Institution/Agency on his/her/their own and the Developer shall not be responsible or liable for the sanctioning and /or non-sanctioning of the same in any manner whatsoever. The Applicant(s) shall ensure and confirm that the installment as stipulated in payment plans are paid on due dates as per the payment schedule notwithstanding any delay in disbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.
27. The detailed terms and conditions in respect of the maintenance of the Unit/ common area and facilities usages of the Unit, obligations of the Applicant, payment of maintenance charges, utility charges, levies, taxes, cess, government levies, holding charges, formation of association of

allottees, appointment of Maintenance Agency etc., shall be as more clearly detailed in the Unit Documents.

- 28. All or any dispute arising out of or touching upon or in relation to the terms of this Application or its termination, including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion within a period of 30 (Thirty) days from the date of dispute, failing which the same shall be settled through arbitration by a sole arbitrator to be mutually appointed by the Company and Applicant(s). The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments, modifications or re-enactment thereof for the time being in force. The seat and venue of arbitration shall be at Noida.
- 29. Subject to arbitration, the Courts at GreaterNoida, Gautam Budh Nagar, Uttar Pradesh shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of / touching and / or concerning this Application, regardless of the place of execution or subject matter of this Application.
- 30. It is clearly agreed, understood and confirmed by the Applicant(s) that during the pendency of the Arbitration proceedings and/or any other proceedings before any Court or forum, the Applicant(s) shall continue to discharge all his/her/ their obligations contained herein and in the documents executed in respect of the said Unit without any demur or reservation.

UNDERTAKING:

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Unit Documents which shall supersede the terms and conditions as set out in this Application. I/We are fully conscious that it is not incumbent on the part of the Company to send us reminders/notices in respect of our obligations as set out in this Application and I/We shall be fully liable for any consequences in respect of defaults committed by me/us by not abiding by the terms and conditions contained herein. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company. I/We have now signed this Application form and paid the monies fully conscious of my/ our liabilities and obligations including forfeiture as may be imposed upon me/us by the Company.

I/We further undertake and assure the Company that in the event of cancellation of my/our allotment of the Unit either by way of forfeiture or refund of my/our monies or in any manner whatsoever, I/We shall be left with no right, title, interest or lien on the Unit applied for and allotted to me/ us in any manner whatsoever.

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Signature of all Applicant(s)

Date: _____

Place: _____

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name: _____ Signature: _____

Date of receipt of booking form with cheque: _____

ACCEPTED / REJECTED

TYPE OF BOOKING:

DIRECT/ THOURGH CHANNEL PARTNER _____

DETAILS OF CHANNEL PARTNER _____

RERA REGISTRATION NO. OF CHANNEL PARTNER _____

REMARKS (If Any):

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Date: _____

Place: _____