

## **BOOKING APPLICATION FORM**

Dear Sir/Madam,

I/We submit this application for provisional allotment of a Residential Unit (as per details given below) in the Residential Project named as **Page 3** (here in after referred to at the "said Project") being developed by PVJ Professional Services Pvt. Ltd. (here in after referred to as "Developer") under lawful arrangement on land measuring \_\_\_\_\_sq. mtrs. Situated at Plot No. B-56, Japyee Wishtown, Sector 128 NOIDA, District Gautam Budh Nagar, U.P., India.

Details of the provisionally booked Residential Unit-

(I) Tower No. \_\_\_\_\_  
(II) Floor \_\_\_\_\_  
(III) Super Area \_\_\_\_\_ Sq.ft/ \_\_\_\_\_ Sq./mtrs.  
(IV) BSP \_\_\_\_\_ per sq./ft  
(V) Unit No. \_\_\_\_\_

Super Area means the total of covered area, inclusive of the area under the peripheral walls, area under columns and walls plus proportionate share of areas utilized for common use and facilities. ( 1 sq.mt. = 10.764 sq. ft.)

I/ We remit herewith a sum of Rs.\_\_\_\_\_, \_\_\_\_\_(Rupees in words) Through Bank Draft/Cheque No.\_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_, as Registration/ Booking amount which shall be treated as earnest money in respect of the said Residential Apartment. Booking amount/Earnest Money should be 10% of Total Sale Price of the Unit/Apartment. Below 10% amount, booking will be treated as un -confirmed.

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

**My/ Our particulars are given below**

**FIRST/SOLEAPPLICANT**

Mr./ Mrs./ Ms. \_\_\_\_\_

Son/ Wife/ Daughter of \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ PAN No. \_\_\_\_\_

--	--	--	--	--	--	--	--	--	--	--	--

Profession \_\_\_\_\_

Designation \_\_\_\_\_

Company/Firm Name/Resolution Date \_\_\_\_\_

Nationality \_\_\_\_\_ Marital Status \_\_\_\_\_ No. of Children \_\_\_\_\_

Residential Status  Indian  Non

Residential

Residential

Address \_\_\_\_\_

Regd. Office Address (in case of Company/Firm) \_\_\_\_\_

Mobile No. \_\_\_\_\_ Official \_\_\_\_\_

Fax No. \_\_\_\_\_ Email Id \_\_\_\_\_

Income Tax Permanent Account No. I Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_

SELF-  
ATTESTEDPHOTO

(Please paste  
Do Not Staple)

**SECOND APPLICANT**

Mr./ Mrs./ Ms. \_\_\_\_\_

Son/ Wife/ Daughter of \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ PAN No. \_\_\_\_\_

--	--	--	--	--	--	--	--	--	--	--	--

Profession \_\_\_\_\_

Designation \_\_\_\_\_

Company/Firm Name/Resolution Date \_\_\_\_\_

Nationality \_\_\_\_\_ Marital Status \_\_\_\_\_ No. of Children \_\_\_\_\_

Residential Status  Indian  Non

Residential

Residential

Address \_\_\_\_\_

Regd. Office Address (in case of Company/Firm) \_\_\_\_\_

Mobile No. \_\_\_\_\_ Official \_\_\_\_\_

Fax No. \_\_\_\_\_ Email Id \_\_\_\_\_

Income Tax Permanent Account No. I Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_

SELF-  
ATTESTEDPHOTO  
(Please paste.  
Do Not Staple)

Signature

Main Applicant

Signature

Co-Applicant

<b>Mode of Booking</b>	<b>Direct</b>	<b>Channel Partner</b>
If through Channel Partner	Name & Contact No.	Signature with stamp

Stamp Duty, Registration Fee, service tax, and all other applicable taxes as per law, allied charges for execution and registration of Conveyance/sub-lease Deed will be additionally payable by the applicant before taking over possession.

**PAYMENT PLAN:-**

DOWN PAYMENT PLAN	FLEXI PAYMENT PLAN	CONSTRUCTION LINKED PLAN	ANY OTHER PLAN _____
SIGNATURE	SIGNATURE	SIGNATURE	SIGNATURE

Particulars	Rate	Total
Basic Price	/sq.ft	
Car Parking		
Additional Charges		
Lease Rent/EFC/FFC	/sq.ft	
Club membership		
Power Backup Charges	/KVA	
Advance Maintenance Charges	/sq.ft	
Sinking Fund	/sq.ft	
PLC (Facing)	/sq.ft	
PLC (Floor)	/sq.ft	
IFMS	/sq.ft	
Other Charge/s (if any)		
Total		

**Note:**

- (i) All Cheques/Drafts are to be made in favour of " \_\_\_\_\_ " payable at NOIDA/Delhi only.
- (ii) Person signing this Application Form on behalf of other person/firm/Company shall file proper Authorization/ Power of Attorney/ Resolution.

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. My/Our provisional booking shall be subject to the terms and conditions mentioned in this application form and which will be comprehensively set out in the 'Builder Buyer's 'Agreement'. The terms and conditions thereof shall be applicable to my/our legal heirs and successors. I/We undertake to inform the company about any change in my/our address, e-mail or in any other particular/information, given above, failing which the particulars shall be deemed to be correct and the letters, mails sent at the registered address/ mail i.d. by the Developer shall be deemed to have been served upon me/us. I/we have

\_\_\_\_\_  
Signature  
Main Applicant

\_\_\_\_\_  
Signature  
Co-Applicant

read and signed all the pages including Terms and conditions of this application form and details of the "Payment Plan" after fully understanding the contents thereof.

**E. Documents to be submitted alongwith the Application:-**

<u>1. In case of individual/HUF:</u> (Self attested) (Self attested)	<u>In case of Partnership Firm/ Company</u>
Copy of residence proof (Voter ID/ Passport/ Driving License).	Copy of PAN Card.
Copy of PAN Card.	Memorandum & Articles of Association.
Authorisation from other coparceners of HUF, if applicable.	Board Resolution.
Passport size photographs of both the applicants.	Deed of Partnership (if applicable).
	Authorization Letter from Partners

Note: - a. All documents should be self-attested.

- b. The Developer may seek additional documents and/or information as may be deemed necessary or which may otherwise be required for compliance of Applicable Laws and/or to validate/substantiate any information provided herein and it shall be obligatory for the Applicant(s) to provide the same.
- c. if the Application is incomplete or deficient in any respect including required documentary evidence, it shall be summarily rejected without further recourse.

**FOR OFFICE USE**

Indicate Type of Account of Applicants (for NRE/NRO/Foreign Nationals) \_\_\_\_\_

Application Processed by \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

## **TERMS & CONDITIONS**

The Terms and Conditions of this application for provisional allotment are given below and the same have been understood, consented & acknowledged by the Applicant(s) beyond reasonable doubt and shall be binding upon him/her. The terms and conditions are merely indicative and are more comprehensively set out in the Buyer Developer Agreement:-.

1. The Applicant(s) has applied for provisional allotment of the residential Unit. The Applicant has carried out inspection of the site, and has seen and carefully examined all deeds/documents / papers in relation to the project & said unit, including but not limited to the agreement, title documents, layout plans, building plans, sanctions, and other approvals, unit / floor plans and documents of the Project and has understood and satisfied himself about the rights and interest of the Developer in the Project Land and its rights to develop, construct and market independent units in the said Project, and has full knowledge of the rules and regulations, laws applicable to the said residential project. Obligations and limitation of the Applicant(s) in respect thereof have been explained by the Developer and understood by the Applicant(s). The Developer has informed, and the Applicant(s) after having fully acquainted himself with the aforesaid facts has clearly understood and accepted, the rights of the Developer in the Project and Project Land.
2. The Applicant(s) acknowledges that he/they has/have inspected all the relevant documents and has also obtained all clarifications with respect to the Project/Project Land from the Developer, and that the Applicant(s) unequivocally confirms that no further investigation in this regard is required by the Applicant(s). The Applicant(s) further confirms that he/she/it is fully satisfied about the land development rights of the Developer and the fact that the Developer is entitled to develop, construct, promote, brand, market and sell the Project, receive applications for booking and make allotment of Apartment/units, formulate terms and conditions for provisional allotment to receive the costs and charges as may be payable for the Apartment/units, negotiate, finalize, sign and execute this Agreement and execute all such other documents as may be required or as may be deemed necessary and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.
3. The Applicant(s) has seen and accepted the plans, designs, modifications regarding common areas and specifications of the said Project and agrees and acknowledges the right of the Developer to effect such variations, additions, alterations, deletions and modifications therein as are required for the betterment of the Project and to be done in accordance with the Applicable Laws and / or directions of any competent governmental authority. The Applicant(s) hereby consents to all such variations, additions, alterations, deletions and modifications.
4. The Applicant(s) agrees that the timely payment of installments of the Total Price and other charges and performance of its obligations by the Applicant is essence of this Agreement as any delay would hamper the development of the unit, the Project and other phases in the Project, therefore the Applicant(s) shall make timely payments of the installment and other dues payable by him/her as per timelines provided in Payment Plan and meeting the other obligations under the Agreement. In addition, the Developer shall provide to the Applicant(s) the details of the taxes, charges, levies, fees etc., paid or demanded along with the acts/rules/notifications together with dates from which such taxes, charges, levies, fees etc. have been imposed or become effective.

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

5. That the applicant(s) acknowledges that if the payment is not received within the stipulated period as per the payment plan or in the event of breach of any terms and conditions of the present application form, the provisional allotment shall be cancelled by the developer and balance payment will be refunded without any interest/compensation , after deduction of earnest money i.e. 10% of the total price of the Unit. After cancellation, the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said provisionally allotted Unit and the Developer shall thereafter be free to resale and /or deal with the said Unit in any manner whatsoever at its sole discretion. In case the Developer, in its absolute discretion, allows any latitude in the payment of the delayed installments, interest at the rate as agreed between the parties per month or for any part of a month will be charged for the period of delay in making the payment.
6. The Total Price of the unit includes recovery of price of land, construction of not only the unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring and electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
7. The Total Price excludes GST, the electrical substation charges, electricity connection charges, electrical meter charges, water connection charges, IGL connection and IGL infrastructure charges, sewerage connection charges, club membership/ usage of club facilities, Interest Free Maintenance Security Deposit (IFMSD) etc., and would be charged extra as demanded by the Developer. Further, it is clarified that in the event the Developer makes or is liable to make any payment/charges for any shared facilities, amenities, common areas and facilities etc., of the Project then the Applicant(s) shall be liable to pay such payments/charges on proportionate basis in addition to the Total Price as per demands raised by the Developer, which demand shall be final and binding on the Applicant(s). It is further clarified that any other statutory deposits, demands and/or charges made/payable by the Developer to the Authorities in relation to agreements, development, Apartment, electricity, disposal of garbage, water, sewer, road, and other facilities in the Project and/or Apartment shall be paid by the Applicant separately on proportionate basis as per the demand raised by the Developer.
8. For preferentially located Unit, extra charges as given in the payment plan shall be paid additionally by the Applicant(s). It is also agreed that if due to any change in the lay out plan if any allotted Unit becomes preferentially located later on, then the Applicant(s) shall be liable to pay PLC as calculated and demanded by the Developer against such Unit. Similarly, in case any preferentially located Unit ceases to be so located, the Developer shall be liable to refund/adjust extra charges paid by the Applicant(s) for such preferential location without any damages or compensation. Such refund shall be made/adjusted in the last installment as stated in the payment plan opted for by the Applicant(s).
9. That in case Applicant(s) wants 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 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) ensures and confirms that the installment as stipulated in payment plans are paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

10. The Applicant(s) agrees and acknowledges that the Project is in development stage and that there could be deviations, at any stage, including but not limited to the location, number, size(super area and/or carpet area) etc. of the Unit/s. The marketing plan(s)/brochure(s) are only descriptive of the proposed Project and the Developer reserves the right to change the design, specifications, layout, amenities and facilities, area , plans, etc. of the Project. Any such change shall however be subject to the approval/sanctions of the Competent Authority. ).In case of increase in super area of the Unit, the Applicant(s) shall be liable to pay the price of the increased area as per the prevailing company policy. If due to any reason the super area of the Unit decreases then the Developer shall be liable to refund /adjust the amount in the last installment as stated in the payment plan opted for by the Applicant(s).
11. The Applicant(s) also acknowledges that the area, specifications etc. of the Unit are tentative and the design, specifications, location and amenities and facilities, etc. of the Unit and/or plan of the Project may change as may be deemed necessary by the Developer in the best interest of the development of the Project/ due to utilisation of purchasable FAR/ required by the Competent Authority due to which the dimensions of the Unit , position and numbering of the Unit /Units might required to be changed. The Applicant(s) hereby gives his/her consent to the Developer to undertake such modification/ alteration in specifications, details and/or facilities in the Unit as well as in the Project as stated herein above. Any changes made and approved by the Competent Authority shall automatically supersede the present layout plan and other plans.
12. That the Applicant(s) agrees to pay directly or if paid by the Developer then to reimburse to the Developer on demand all govt. charges , rates, cesses, labour cess, property taxes, wealth tax, service tax any other tax/duty/charges of all and any kind by whatever name called, whether levied or payable now or in future, as the case may be, shall be borne and paid by the Applicant. Further the Applicant(s) shall be liable to pay property tax, fire fighting tax or any other tax, fee or cess as and when levied by a local body/ concerned Authority and Govt.. In the event of any increase in such taxes, rates, cesses or charges , whether prospective or retrospective , the same shall be treated as unpaid sale price of the said Unit and the Developer shall be entitled to claim/recover the same from the Applicant(s).
13. It is further agreed and confirmed that the project shall be executed and completed in a phased manner in accordance with the construction schedule. The towers which are in the first phase shall be constructed first and possession of the Unit shall be handed over to the Applicant(s) accordingly. All major common facilities shall be completed and provided only after completion of construction of all phases. However all services necessary for making use of said space like air conditioning, power back up, etc. shall be activated at the time of delivery of possession of said space.
14. That after receiving the letter of offer of possession, the Applicant(s) shall within time stipulated, take possession of the Unit by getting executed the Sub Lease Deed , Maintenance Agreement and /or any other documents as may be required. If the Applicant(s) fails to take possession within the time period prescribed , then the Applicant(s) shall pay to the Developer holding charges for the entire period of delay in taking possession/executing the required documents including the Sub Lease Deed whichever is later. The rate/amount of Holding Charges shall be equal to the rate/amount of delay penalty as offered by the Developer in case of delay in possession.

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

15. That it is agreed by the Applicant(s) that the possession of the allotted Unit shall be given only after the payment of all dues by the Applicant(s) i.e. Total Cost of Unit, Preferential Location Charges (if applicable), Escalation Charges, applicable Taxes etc. and upon execution and registration of the conveyance deed of the Unit.
16. That all the charges expenses, stamp duty, official fee, incidental charges etc. towards the execution and registration of Sub Lease Deed including documentation and all other charges incidental to the possession shall exclusively be borne by the Applicant(s) alone. The Applicant(s) shall deposit the stamp paper for the applicable stamp duty and the amount of the registration fee and any other legal charges as may be applicable to the Promoter and obtain a no dues certificate from the promoter and thereafter the process of execution and registration of conveyance deed/ sub-lease deed will be done. The process of execution and registration of conveyance deed/ sub-lease deed will be done on first come first serve basis. The Applicant(s) agrees and undertakes to get executed and registered the Sub Lease Deed immediately after receiving intimation from the Developer in this regard.
17. That the Applicant(s) shall get exclusive possession of the built up area of his/her Unit and will be transferred the title of this area along with proportionate undivided interest in the land under his/her block. The Applicant(s) shall have no right, interest or title in the remaining part and/or common area of the project except the right of ingress and egress in the common area. These areas and the land for other common facilities shall remain the exclusive property of the Developer. The right of usage of common facilities is subject to observance by Applicant(s) covenants herein contained and up to date of payment of all due amount to the Developer.
18. That for the computation purposes, the Units are being allotted on the basis of super area, which means and includes built up covered area of the unit plus proportionate share falling under corridors, stairs, passages, lobbies, projections and architectural features, lift wells and rooms, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the block of complex, however, the same does not include the car parking area. The built-up covered areas of the Unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls and balconies. The built up area shall be measured from outer edge of the wall if it is not common and from the center of the wall if it is common.
19. That the final super area of the provisionally allotted Unit will be intimated after final physical measurement post construction and obtaining the Completion/Occupancy Certificate. In case of variation in actual super area vis-à-vis booked/allotted super area, necessary adjustments in cost plus or minus, will be made at the rate prevalent at the time of the booking. Similar measurements and calculations will be done for exclusive lawn and terrace area also wherever applicable as per the terms of the Buyer Agreement.
20. That it is agreed that before giving actual physical possession, the Applicant(s) shall be afforded an opportunity to make physical inspection of the allotted Unit to get any deficiency/ damage/ problem rectified by the Maintenance Agency. After taking physical possession of the Allotted Unit after due inspection & rectification, 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.

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

21. That the details (total area, common area, floor, size, facilities , number of units etc) about the Unit and the site plan of the project as given are tentative and can be modified due to technical, utilisation of purchasable FAR and other reasons which may result in changes in position or direction of the Floor/Apartment, number of the Floors/Apartments, its boundaries, dimensions, area, etc. The Applicant(s) hereby unconditionally and voluntarily gives his/her consent to the Developer to modify/ delete/ alter such specifications, details and/or facilities in the Unit as well as in the Project as stated herein above. However, any such change/s shall be done after the approval of the competent authority.
22. That in case a particular Unit is omitted due to change in the plan or the Developer is unable to hand over the same to the Applicant(s) for any reason beyond its control/ Force Majeure events, the Developer shall provide alternate Unit of the same type and in the event of non-acceptability by the Applicant(s) and/or non-availability of alternate Unit within a specified time period, the Developer shall be responsible to refund only the actual amount received from the Applicant(s). The Applicant(s) hereby unconditionally agrees and confirms that in such case he/she shall not be entitled to claim any damages or compensation of any nature whatsoever from the Developer.
23. That in case the Applicant(s), at any time, desires/opts for cancellation of the provisional allotment for any reason whatsoever, then in such case earnest money i.e. 10% of the total cost /price of the Unit shall be forfeited and the balance shall be refunded without any interest within 90(Ninety) days from the date of submission of all required documents in the office of the Developer. However, in addition to the said earnest money, the Developer shall also be entitled to make deductions of the EMI and/or interest and/ or any other charges paid to the bank by the developer which were actually to be paid by the applicant, from the amounts to be refunded by the Developer to the Allottee. In addition thereto, the Developer shall also be entitled to deduct all other expenses which have been specifically agreed between the parties under the Booking Form.
24. Notwithstanding anything contained under the Buyer's agreement, the provisions with regard to compensation/ penalty on account of delay in construction/ possession shall not be applicable to the allottees who are being offered any discounts and/or other benefits and no compensation is liable to be paid by the developer to such allottees. The allottee's right to any benefits being offered by the developer in relation to the unit allotted shall stand suspended during the said period. However, the terms and conditions of the payment of assured return or any other amount under any benefit to the Allottee by the developer shall stand suspended during the prevalence of the force majeure conditions. In case of any delay in possession time , the Developer shall continue to pay the assured returns for such period of delay. But the Developer shall not be liable to pay any delay penalty to the Applicant under any circumstances.
25. That the said residential project shall always be known as " Page 3". However, if required then the Developer shall have right to change the name of the project. The Applicant(s) and/or Resident's Association shall not have right to change the name of the project.
26. That the address and email given in the application form shall be taken as final unless any subsequent change is intimated to the Developer in writing by the Applicant(s) through Registered / Speed Post Letter/mail. All demand notice, letters, etc. posted at the given address/mail shall be deemed to have been received by the Applicant(s). In case of joint allotment, all correspondence i.e. demand notices,

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

letters, etc. shall be sent only to the given address/email of the Main/First Applicant and the same shall be deemed to have been served upon all the Co-Applicant(s).

27. The Applicant(s) hereby authorizes and permits the Developer to raise finance/loan from any institution/company/bank by any mode or manner by way of charge/mortgage of the said Land/Unit subject to the condition that the said provisionally allotted Unit shall be made free from all encumbrances before the execution of Conveyance Deed. The Developer or such financial institution/bank as the case may be shall always have the first charge on the said Unit for all their dues and any other sums payable by the Applicant(s).
28. The applicant(s) agrees that the premises shall not be used for any activity other than that specified for. After taking possession of his/her Unit, the Applicant(s) shall not use or allow to be used the Unit for any activity that may cause violation of the law, rules, regulation of the Govt. Court, Concerned Authority etc. or which may create nuisance to neighbor or other residents/occupants in the building/complex .
29. The Applicant(s) if residing outside India, shall be solely responsible to comply with all necessary formalities, as laid down in applicable Foreign Exchange Management Act, RBI Acts or Rules and/or any other law governing remittance of the payment for obtaining requisite permission for acquisition of property. In case the permission for the acquisition of the Unit is not granted to the Applicant(s) the amount received by the Developer will be refunded in full to the Applicant(s) without any interest and compensation, but subject to the restrictions laid down by Reserve Bank of India/ Government of India in this regard.
30. The Applicant(s) agrees that if due to force majeure event the development /possession of the allotted Unit may get delayed and/or whole or part of the said project may be abandoned then in such situations, no other claim will be preferred except the amount deposited by the Applicant(s) shall be refunded without interest and without compensation and upon compliance of necessary formalities by the Applicant(s) in this regard. The 'Force Majeure Event' means any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform obligations under this Application, which shall include but not be limited to:
  - a. acts of God i.e. fire, drought, flood, earthquake, epidemics, pandemic, natural disasters;
  - b. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
  - c. explosions or accidents, air crashes and shipwrecks, acts of terrorism;
  - d. strikes, lock outs or industrial disputes;
  - e. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in this Agreement; or
  - f. any legislation, order or rule or regulation made or issued by the Govt. ,or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said project or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or for any reason whatsoever;

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

- g. orders by any Court or other competent authorities, tribunal, commission, National Green Tribunal (NGT), board etc., government policy, guidelines, bye laws, decisions
- h. agitation by the farmers with respect to the acquisition of land,
- i. lack of skilled/unskilled labour
- j. substantial shortage of requisite material in market or otherwise in relation to any other subject matter at the relevant time,
- k. Any event or circumstances analogous to the foregoing.

31. That the Applicant(s) agrees and undertakes that in case at any stage further development/construction in the project becomes possible, the Developer shall have sole right to undertake construction and dispose of such other Unit(s) without any objection or claim from the Applicant(s).

32. The cost, expenses, deposit and charges for obtaining electrical connection for the Project / Apartment, electric meter, water meter etc. cannot be identified as on date, and therefore such cost, expenses, deposit and charges will be charged from the Applicant(s) on proportionate basis at the time of offer of possession of the Apartment to the Applicant. It is also clarified that the Applicant(s) shall be responsible to pay to the Developer, on proportionate basis, the amount to be deposited by the Promoter, Maintenance Agency, Association of Project/ Association of IT Complex for getting bulk electricity connection for the Project / IT Complex, as per demand raised by the Promoter, Maintenance Agency, and/or Association of Project/ Association of IT Complex, as the case may be. It is clarified that all charges payable to various departments for obtaining other service connections to the Apartment like telephone, water, gas, pipeline etc., including security deposit for sanction and release of such connections as well as informal charges pertaining therein will be payable by the Applicant(s) on proportionate basis as per demand raised by the Developer.

33. Further, in the event separate electricity connection is required to be obtained from the electricity department for the said Apartment, then the Applicant(s) will be liable and responsible to pay requisite fees, charges, deposits etc., directly to the electricity department/authority, or in case such fees, charges, deposits etc., are paid by the Promoter, then to repay to the Promoter the same as per demand raised by the Developer, and further the Applicant(s) shall be liable to pay, on proportionate basis, the cost and expenses incurred / to be incurred by the Developer/ Maintenance Agency for laying / providing additional infrastructure for enabling the Applicant(s) to take separate electricity connection. It is clarified that if the Applicant proposes to obtain separate electricity connection for the Apartment directly from the concerned electricity department/authority, then such request shall be subject to all the Applicant(s) of the Building agreeing to obtain separate electricity connections directly from concerned electricity department/authority for their respective apartment.

34. It is clarified that in the event the Developer, Maintenance Agency, and/or Association of Applicants is required to provide any additional infrastructure, facility, equipment, material, service etc. for the same (including but not limited to providing separate infrastructure, cables, wiring, etc., for providing power back up etc.), then Applicant(s) shall also be liable to pay cost and charges for the

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

same, as per demand raised by the Developer, Maintenance Agency, Association of Applicants, as the case may be.

35. That the total sale price of the allotted Unit is subject to escalation in the prices of construction material, statutory charges and labour cost and the same shall be paid by the Applicant(s) to the Developer over and above the sale price mentioned in this Application. The period for which the escalation charges shall be calculated and paid shall commence from the date of booking and upto the date of possession of the provisionally allotted Unit committed by the Developer. The escalation charges shall be calculated as per the company policy on the basis of CPWD price index and the same shall be paid by the Applicant(s) at the time of the possession of the allotted Unit.
36. That in case of joint allotment, the Developer shall correspond or prefer claims with Main/First Applicant and such correspondence with the Main /First Applicant shall be deemed sufficient for its record and purpose.
37. That the applicant(s) shall abide by all the laws, rules and regulations applicable to the said project in present and in future.
38. All or any disputes arising from or out of or touching upon or in relation to the terms or formation of this Application/Allotment 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, failing which the same shall be settled through arbitration.
39. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A sole arbitrator, who shall be nominated by the Developer shall hold the arbitration proceedings at New Delhi. The arbitration proceedings shall be held in English language and decision of the Sole Arbitrator shall be final and binding on the Parties. It is clearly agreed, understood and confirmed by the Applicant(s) that during the pendency of the Arbitration proceedings or any other proceedings before any Court or other Forum, the applicant(s) shall continue to discharge all his/her obligations contained herein or in the Application Form/ Buyer Agreement without any demur or reservation.
40. This Application Form and its contents shall be governed by and construed in accordance with the laws of India. Subject to arbitration clause, that the Courts at New Delhi alone shall have the jurisdiction in all matters arising out of or touching upon or concerning this Agreement.
41. All payments in respect of the Allotment money, Installments and / or any other charges shall be made by the Applicant(s) in the name of the Developer, unless otherwise specifically informed by the Developer to the Applicant(s). Developer shall not be responsible/accountable for any payment made in cash or through cheque to agent/ broker/channel partner/ any third person. The Developer shall also not be responsible /liable for any assurances, promises etc. given by agent/ broker/ channel partner/ any third person regarding *inter-alia* allotted Unit /Project, payment plan, cost of the Unit, facilities in the Unit, who is not authorized by the Developer.
42. That if the Applicant(s) makes payment through cheque, and cheque is dishonored due to any reason whatsoever, the Developer shall be entitled to charge Rs.1000/- (Rs. One Thousand Only) per

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

instance from the Applicant(s) as fine/penalty, in addition to initiating other appropriate proceedings to recover the amounts due.

43. That in case of any dispute between the Co-Applicant(s), the decision from the competent Court shall be honoured by the Developer. However, in such case the co-applicant, either collectively or severally, shall ensure that the installments are paid in accordance with the agreed payment plan, failing which the provisional allotment shall be cancelled and the refundable amount, if any, according to the terms and conditions contained in this allotment letter, shall be paid to all the Applicant(s) in equal proportion.
44. The Applicant(s) is entitled to get the name of his nominee(s) substituted in his/her/their place. However such substitution shall be at the sole discretion of the Developer and will need its prior written approval from the Developer. Any change in the name of Applicant(s) will be treated as substitution for this purpose. Administrative charges as prescribed by the Developer from time to time shall be paid by the Applicant(s) before the substitution. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other civil or criminal consequences that may arise from such substitution.
45. That the applicant shall be liable to have the sub-lease deed entered into between the parties executed and registered as per the terms set out in the sub-lease deed and in case of failure to do so within 30 days from the delivery of the said document by the developer, and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Applicant(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Applicant, application of the Applicant(s) shall be treated as cancelled and the sums deposited by the Applicant(s) in connection therewith including the Booking Amount shall be returned to the Applicant(s), subject to permissible deductions, without any interest or compensation whatsoever.
46. Until a sale deed is executed and registered, the Developer shall continue to be the owner of the Unit and this provisional allotment shall not bestow upon the Applicant(s) any rights or title or interest therein and the Applicant(s) shall not create any third party charge or lien on it. The Developer shall have a first lien and charge on the Unit for all its dues that may become due and payable by the Applicant(s) to the Developer. The Applicant(s) shall not be eligible to make assignment before signing of the agreement for sub-lease and even thereafter, the same shall be done in accordance with the terms and conditions set out in the agreement.
47. That the Applicant(s) undertakes that he/she/they/it has gone through the Income Tax Notification dated 31st May 2013 pertaining to deduction of TDS on payment of installments to the Developer and agrees to furnish the certificate of deduction of tax at source to the Developer, as applicable, within the timeline prescribed by aforesaid notification. The Applicant(s) also agrees to furnish his/her/their/its Permanent Account Number (PAN) within 30 days from the date of execution of this Application Form, if not furnished earlier.
48. That it is specifically understood by the applicant(s) that the developer may incorporate additional terms and conditions in the sub-lease deed over and above the terms and conditions of allotment as set out in this application.

---

Signature  
Main Applicant

---

Signature  
Co-Applicant

49. The applicant hereby confirms that they have understood the terms and conditions of this agreement and the conditions/ stipulations/ averments made therein shall remain binding on the Applicant irrespective of execution of any further documents, act or deed.

50. That for all intents and purposes, singular includes plural and masculine includes feminine gender.

I/We, the Applicant(s) has/have carefully read and understood the above mentioned terms and conditions of the present Application Form for provisional allotment and agree to abide by the same without any objection/s. I/We, the Applicant(s), also declare that I/We have sought detailed explanations and clarifications and after due deliberation and giving careful consideration and examination of all facts, terms, conditions, and representations made by the Developer, I/We have now signed and executed this Application Form after being fully conscious of my/our liabilities and obligations under this provisional allotment.

Signature First Applicant:\_\_\_\_\_ Signature Second Applicant:\_\_\_\_\_

Place:\_\_\_\_\_

Dt.\_\_\_\_\_

Registered Office: \_\_\_\_\_

Corporate Office: Tapasya Corp. Heights, Tower-B, Ground Floor, Sec-126 Noida, Distt- Gautam Budh Nagar 201301 (UP)

---

Signature  
Main Applicant

---

Signature  
Co-Applicant