
**APPLICATION FORM FOR
PROVISIONAL
REGISTRATION OF SHOP /
OFFICE UNIT**

1X
Signature of All Applicant(s)

Application No. _____

Date _____

To
Reach Promoters Private Limited,
315-316, 3rd Floor, Time Tower,
M.G. Road,
Gurgaon-122002,
India

Subject: Application for provisional registration of Shop/Office Unit in your proposed commercial project at Sector-68 Gurgaon.

Dear Sir,

I/We wish to register my/our expression of interest for the provisional allotment of a Shop/Office Unit (hereinafter referred to as the "**Shop/Office Unit or Commercial Unit**") in your proposed commercial project at Sector-68, Gurgaon, Haryana ("the **Project/Commercial Complex**") under the Down Payment Plan/Construction Linked Payment Plan.

I/We hereby remit a sum of Rs. _____ (Rupees _____ only) vide Cheque/No(s) _____ drawn on _____ in favour of "**Reach Promoters Private Limited**" as the registration amount.

I/We agree and understand that this Application does not constitute any offer or registration of expression of interest (EOI) and I/we do not become entitled to the provisional and/or final allotment of a Commercial Unit notwithstanding the fact that Reach Promoters Private Limited ("**Reach Promoters/Company**") may have issued a receipt(s) in acknowledgement of the money tendered by me/us as EOI to the Company with this Application.

I/We clearly understand that this form shall in no way be construed as an allotment under any circumstances whatsoever. I/We agree that the EOI in the Commercial Unit in your proposed commercial project at Sector-68, Gurgaon, Haryana shall become definitive only after the due acceptance of the same by the Company in writing and shall be subject to the terms and conditions stipulated by the Company including but not limited to the terms and conditions as enumerated in Schedule –I attached hereunder.

In the event of the Company accepting my/our Application to provisionally register for a Commercial Unit, I/we agree to pay all further installments of the sale price, charges, taxes and all other monies/dues as stipulated in the payment plan along with this Application (which may be altered at the time of execution of the Space Buyers' Agreement) as explained to me by the Company and fully understood by me /us.

I/We agree to execute Space Buyer's Agreement and various other documents in the standard format provided by the Company as and when necessary for the creation of EOI and subsequent allotment of the Commercial Unit in the upcoming project and shall strictly adhere to all the terms and conditions stipulated by the Company from time to time.

The said Commercial Unit shall be deemed to be allotted to me only after I/we execute the Space Buyers' Agreement in the standard format provided by the Company ("**Space Buyers' Agreement**") after carefully understanding, agreeing and undertaking to abide by the terms and conditions laid down therein and the legal implications thereof and after understanding my/our obligations and liabilities and the obligations and liabilities of the Company as set forth in the Space Buyers' Agreement.

I/We clearly understand and agree that the registration of the Commercial Unit is strictly subject to the sanctioning of the plans pertaining to the Commercial Complex and that the allotment shall only be done after the due sanctioning of the said plans.

I/We agree that the registration of EOI and subsequent allotment of Commercial Unit is at the sole discretion of the Company and in case the Commercial 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 refundable to me/us without any interest within thirty(30)daysfromthedeofnoticeregardingrejectionofapplicationfor registration of EOI.

I/We agree that the allotment shall become final and binding upon Reach Promoters only after the acceptance by it of the signed Space Buyers' Agreement within a period of thirty(30)daysfromthedeofitsdispatchbyregisteredpost, together with all the annexures, draft tripartite maintenance agreement together with the amounts due and payable as set forth in the schedule of payments annexed herewith ("**Payment Plan**"). If I/We fail to execute and deliver to the Company, then my/our application shall be treated as cancelled and all the earnest money paid/deposited by me/us with the Company shall stand forfeited without any notice/reminders.

3X
Signature of All Applicant(s)

I/We have gone through the above terms and conditions as well as the terms and conditions as enumerated in Schedule-I attached hereunder and have understood them and I/we hereby record my/our acceptance thereof.

(Starred points are mandatorily, to be filled up by the Applicant(s), incomplete form shall be rejected)

4X
Signature of All Applicant(s)

1	<p>SOLE OR FIRST APPLICANT(S)</p> <p>*Mr./Mrs./Ms. _____</p> <p>*S/W/D/o _____</p> <p>*Age _____ years, Profession _____ *Nationality _____</p> <p>*Residential Status: Resident/NRI/PIO _____</p> <p>*Income Tax Permanent Account No. _____</p> <p>*Mailing Address: _____ _____ PIN _____</p> <p>Tel No. _____ Fax No. _____</p> <p>Office Name & Address _____ _____ PIN _____</p> <p>Tel No. _____ Fax No. _____</p> <p>E-mail ID: _____ Mobile : _____</p>	<p>Please affix photograph & sign across</p>
2.	<p>SECOND APPLICANT(S)</p> <p>*Mr./Mrs./Ms. _____</p> <p>*S/W/D/o _____</p> <p>*Age _____ years, Profession _____ *Nationality _____</p> <p>Residential Status: *Resident/NRI/PIO _____</p> <p>*Income Tax Permanent Account No. _____</p> <p>*Mailing Address: _____ _____ PIN _____</p> <p>Tel No. _____ Fax No. _____</p> <p>Office Name & Address _____ _____ PIN _____</p> <p>Tel No. _____ Fax No. _____</p> <p>E-mail ID: _____ Mobile : _____</p>	<p>Please affix photograph & sign across</p>

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Signature of All Applicant(s)

5X
Signature of All Applicant(s)

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Signature of All Applicant(s)

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. _____ * Regd. Office Address: _____ _____ _____ PIN _____ Tel No. _____ Fax No. _____ E-mail ID: _____ Mobile : _____	Please affix Photograph of authorized signatory & sign across
4.	IF APPLICANT(S) IS A 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. _____ * Office Address: _____ _____ _____ PIN _____ Tel No. _____ Fax No. _____ E-mail ID: _____ Mobile : _____	Please affix Photograph of Proprietor & sign across
5.	IF APPLICANT(S) IS A PARTNERSHIP FIRM *Name of the Firm _____ *Name of Authorised Partner _____ *Income Tax Permanent Account No. _____ * Office Address: _____ _____ _____ PIN _____ Tel No. _____ Fax No. _____ E-mail ID: _____ Mobile : _____	Please affix Photograph of Partner & sign across

(For additional Applicants use separate sheet)

X
Signature of All Applicant(s)

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Signature of All Applicant(s)

6X
Signature of All Applicant(s)

<p>DETAILS OF COMMERCIAL UNIT</p> <p>Unit No. _____ (N.A.) _____, Block No. _____ (N.A.) _____, Floor No. _____.</p> <p>Area (approx.): _____ sq.mtr. / _____ sq.ft.</p> <p>Basic Sale Price Rs. _____ per sq. ft.</p> <p>Preferential Location Charges (PLC), if applicable @ Rs. _____ per sq. ft.</p> <hr/> <p>Sales Organizer's Name , Address and date of booking:</p>

DECLARATION

I/We the applicant(s) do hereby declare that my application for provisional registration of a Shop/Office with the Company is irrevocable and that the above particulars / information given by me are true and correct and nothing has been concealed there from.

8X
Signature of all Applicant(s)

Date:

Place:

SCHEDULE-I

INDICATIVE TERMS AND CONDITIONS FOR PROVISIONAL REGISTRATION OF SHOP/OFFICE UNIT AT SECTOR 68, GURGAON, HARYANA

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

1. The Applicant(s) has(ve) made this Application for the provisional registration of a Commercial Unit with full knowledge of and subject to all the laws, bye-laws, statutes, notifications, rules and regulations applicable to the area where the Commercial 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) has(ve) satisfied himself /herself/themselves/itself about the interest and right of the Company in the land on which the said Commercial Complex is being constructed and has fully understood all limitations and obligations in respect thereof. The Applicant(s) have conducted appropriate legal due diligence and assured themselves that the Company has the relevant Licence to develop Commercial Complex. The Applicant agrees that there will not be any further investigations or objections by him/her/them in this respect.
3. The Applicant agrees to pay the price of the Commercial Unit and other charges calculated on the basis of super built-up space rate per square feet (per sq. mts.), Preferential Location charges per square feet (PLC) and any other charges or levies as may be made applicable by the Competent Authority. It is further understood by the Applicant that the calculation of all the charges applicable shall be more clearly defined in the Space Buyers' Agreement and upon execution of the Space Buyers' Agreement, the method of payment stated therein shall become binding upon the parties to the Space Buyers' Agreement.
4. The Company has made clear to the Applicant that it shall be carrying out extensive developmental/construction activities as it may deem fit in future in the entire area falling outside the Commercial Unit, the Commercial Complex and that the Applicant has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental/related activities. The Company relying on this specific undertaking of the Applicant in this application may provisionally/finally agree to allot the Commercial Unit and this undertaking shall survive throughout the occupancy of the Commercial Unit by the Applicant, his / her legal representatives, successors, administrators, executors, assigns etc.
5. The Applicant(s) is making this Application with the full knowledge that the plans for the Commercial Complex in which the Commercial Unit applied for will be located are not yet sanctioned by the competent Authority. The Applicant(s) has(ve) seen and accepted the plans, designs, specifications, dimensions and locations which are tentative or under sanction and the Applicant(s) is/are making Application for registration with the full knowledge about the building plans, proposed specifications, proposed location of the Commercial Unit and other such terms and conditions. However, the same are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recast as the Company may consider necessary or as directed by the concerned Competent Authority and /or Architect, at any time after the building plans for the Project are sanctioned and till the grant of occupation certificate by the concerned Competent Authority. The Applicant(s) has(ve) also seen the specifications and information as to the material to be used for the construction/ Development of the Commercial Unit, which are also tentative and the Company may make such variations, modifications, changes, deviations, revision and /or any amendment therein as it may deem fit and proper or as may be directed by any Competent Authority and the Applicant(s) hereby gives his/ her/their/its consent to such variations and modifications. The Applicant(s) has(ve), in token accepted the tentative lay-out plans of the said Commercial Complex and that he/she/they shall not raise any dispute/claim against the Company in this regard at any time whatsoever. The Applicant(s) hereby gives his/her/their/its consent to such variations, additions, alterations and modifications.
6. The Applicant(s) has/have made the application with full knowledge that the plans for the Commercial Complex are not yet sanctioned by the Competent Authority and that in case, for any reason(s), the same are not sanctioned or cancelled or revoked at any point of time during the construction, the Company shall have a right to cancel or abandon the Project and shall refund all amounts received without any interest. The said refund may be made by the Company at its discretion either through registered post or direct transfer to the bank account of the Applicant(s). That upon receipt of such refund, the Applicant(s) shall not have any further rights, claims, demands etc. against the Company whatsoever and the Applicant(s) further undertakes to waive any such claims, rights or demands that it may have against the Company in this regard. Upon such refund of the all amounts received from the Applicant(s) the Company shall be fully released and discharged from all its obligations and liabilities in this regard.

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Signature of All Applicant(s)

7. The Applicant(s) is aware and agrees that the present application to register expression of interest for provisional allotment of Commercial Unit is irrevocable and is binding on the Applicant(s) in perpetuity. It has been explained to the Applicant(s) and the Applicant(s) has consented that no request of any kind, seeking refund of application of application money and/or earnest money will be entertained by the Company save as provided in these terms and conditions.
8. The acceptance of the Application and registration of the Commercial Unit shall be at the sole discretion of the Company.
9. The Company shall have the right to effect suitable and necessary changes, alterations, modifications, adjustments, variations, amendments and or revisions in the layout plan of the building or block of buildings, if and when found necessary, which alterations may involve all or any of the following changes (including but not limited to) viz. change in the position of Commercial Unit, change in the no. of the Commercial Unit/or change in its dimensions or change in the height of the building or change in its area. The Applicant(s) understands that to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed and agrees to execute other such documents to effectuate such understanding. The Applicant further agrees and understands that if there is any increase/decrease in the super area, the rate per sq. ft. and other charges will be applicable to the changed area i.e. at the same rate at which the Commercial Unit was booked and as a consequence of such reduction or increase in the super area, the Company shall only after adjustment of dues, if any, be liable to refund to the Applicant(s) without any interest, only the extra price and other proportionate charges recovered or in the event of any increase in the super area, the Company shall be entitled to recover from the Applicant(s), the additional price and such other proportionate charges, costs and expenses as the case may be.
10. The Applicant(s) agrees that he/she/they/it shall pay the price of the Commercial Unit and such other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Project and proportionate share of the other common facilities, as specifically provided in the Space Buyer's Agreement, which may be located anywhere in the said proposed Commercial Complex, at the sole discretion of the Company. It is further understood by the Applicant(s) that the calculation of super area of the Commercial Unit shall be more clearly defined in the Space Buyer's Agreement and upon execution of that Agreement, the method of definition of super area stated therein shall become binding on both the Parties.
11. That the Company has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the Applicant(s) has(ve) understood and agreed that the computation of the price of the said Commercial Unit does not include recovery of payment towards maintenance charges of any kind by the Company from the Applicant(s) in any manner. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance agreement with the designated maintenance agency to be appointed by the Company in this regard.
12. That the Applicant(s) shall reimburse to the Company on demand, including but not limited to, all government rates, taxes, cesses, levies, charges, payments, penalties, fines and any other such outgoings, levy of development charges of any nature whatsoever in proportion to the area registered by the Applicants(s), whether levied or leviable now or in future on the Commercial Unit or the Commercial Complex as the case may be, as assessable/applicable from the date of application of the Applicant(s) and the same shall be borne and paid by the Applicant(s).
13. The Applicant(s) understands that the prices given are exclusive of the External Development Charges ("EDC"), Internal Development Charges ("INDC"), infrastructural development charges ("IDC") and Infrastructure Augmentation Charges ("IAC") or any other charges as may be levied on a pro-rata basis per Commercial Unit as applicable to this commercial site whether levied under any statute, laws, bye-laws, rules, regulations, notifications, circulars etc. Further any future upward revision thereof by the Government Authority(s) and/or Agency(s), shall be recovered from the Applicant(s) on pro-rata basis.
14. The Applicant(s) agrees that out of the amount(s) paid/payable by him/her/them/it towards the sale price, the Company shall treat 10% of the sale price as earnest money ("**Earnest Money**") to ensure due fulfillment, by the Applicant(s) of all the terms and conditions as contained herein and in the Space Buyer's Agreement.
15. The Company and the Applicant(s) hereby agrees that the money for the purpose of the application and Space Buyer's Agreement shall be per Commercial Unit. The Applicant(s) hereby authorizes the Company to forfeit the Earnest Money along with the interest paid, due or payable along with any other amounts of non-refundable nature in case of non-fulfillment of any of the terms and conditions herein contained and those of the Space Buyer's Agreement as also in the event of failure by the Applicant(s) to sign and return to the Company the Space Buyer's Agreement within thirty (30) days of its dispatch by the Company.
16. The Applicant(s) shall enter into a separate Maintenance Service Agreement on the terms and conditions as may be provided in Space Buyer's Agreement and the Maintenance Agreement with the designated maintenance agency.

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Signature of All Applicant(s)

- (a) In order to secure adequate provision of maintenance services by the Maintenance Agency (“**Maintenance Agency**”) as may be appointed by the Company in addition to due performance of the Applicant in paying promptly the maintenance bills and other charges, the Applicant hereby undertakes to deposit at present with the Company, as per the Payment Plan, and to always keep deposited with the Maintenance Agency/Company, as the case may be, as Interest Free Maintenance Security (“**IFMS**”) at the rate of Rs. 150/- per sq. feet of the Commercial Unit.
- (b) Further, the Applicant, upon completion of the said Commercial Unit, undertakes to enter into a Maintenance Agreement with the said Maintenance Agency. The Applicant undertakes to pay the maintenance bills monthly/quarterly, as raised by the said/Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Applicant is in occupation of the Commercial Unit or not.
- (c) The Company reserves the right to transfer the amount of IFMS to such Maintenance Agency, after adjusting there from any outstanding maintenance bills and/or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved/discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Commercial Unit/common areas to such Maintenance Agency, as the case may be.
- (d) It is made specifically clear that this condition relating to IFMS as stipulated in this clause shall survive the conveyance of title in favour of the Applicant and the Company shall have first charge/lien on the Commercial Unit in respect of any such non-payment of shortfall/increase, as the case may be.
17. It is specifically agreed and understood by the Applicant(s) that the Company may at its sole discretion for any reason whatsoever decide not to register any or all Commercial Unit(s) to anybody or altogether decide to put in abeyance the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the Company with the application from the Applicant(s). Further, the provisional and/or final allotment of the Commercial Unit is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
18. The Applicant(s) agrees 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 sale deed of the said Commercial Unit in favour of the Applicant(s) which shall be executed and got registered upon receipt of the full sale price from the Applicant(s), other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the said Commercial Unit allotted to him/her/them.
19. The Applicant(s) agrees and undertakes that he/she/they/it shall become a member of any association/society of said commercial complex as may be formed by the Company on behalf of Commercial Unit Buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
20. The Applicant(s) agrees and understands that time is the essence with respect to their obligations to pay the total sale price as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement 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) under the Space Buyer’s Agreement. It has been clearly understood by the Applicant(s) that the development of real estate projects is working capital intensive and requires significant working capital expenditure and is dependant on the payments being made in a timely manner. Therefore, the Applicant(s) has agreed and consented that the first few payments/installments, as may be specified by the Company, shall be paid in a timely manner and the remaining shall be made as per the construction linked plan. The Applicant(s) shall ensure that the payments as required to be made hereunder shall not be delayed under any circumstances and that the Company shall have a right to charge interest not exceeding 24% on the delayed payment(s). Nothing mentioned herein shall release the Applicant(s) from its obligation to make the payments, as specified in this application or the Space Buyer’s Agreement, within the specified time-frame. 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 Schedule of Payments or obligations to be performed by the Applicant(s).
21. In case of delay of sixty (60) days in making payment by the Applicant(s) to the Company as per the Schedule of Payments, the Company shall have the right to terminate the registration/Application/Agreement and forfeit the Earnest Money. The Company shall also be entitled to charge interest @ 24% p.a. from the due date of installment(s), as per the schedule of payments, till the date of payment. However, the Company may in its sole discretion, waive its right to terminate the registration/allotment/agreement, and enforce all the payments and seek specific performance of the Space Buyer’s Agreement. In such a case, the Parties agree that the possession of the Commercial Unit will be handed over to the Applicant(s) only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant(s) to the satisfaction of the Company.

12X
Signature of All Applicant(s)

22. The Applicant(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his/her/their respective Commercial Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the Commercial Unit being made free of any encumbrances at the time of execution of sale deed in favour of the Applicant(s) or his/her/their/its nominee. The Applicant(s) further understands that in case of the Applicant(s) who has/have opted for long-term payment plan arrangement with any financial institutions/banks the conveyance of the Commercial Unit in favour of the Applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions/banks.
23. The Applicant hereby consents that in the event the FAR applicable to the Commercial Complex is increased for any reason including but not limited to change in the bye-laws, the Company shall be allowed to utilize the same and may construct further Commercial Units, subject to applicable rules and regulations and the Applicant(s) shall have no objection in this regard.
24. The Company reserves the right to alter any of the terms and conditions/clause at its discretion, if considered necessary.
25. The Applicant(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed between them and to observe and perform all the covenants and conditions of application for registration/allotment/agreement of the Commercial Unit and to keep the Company and its agents and representatives, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).
26. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Commercial 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 under Space Buyer's Agreement. Any refund, transfer of security if provided in terms of the Space Buyer's Agreement 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) understands and agrees that in the event of any failure on his/her/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/they/it 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) agrees and undertakes 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).
27. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application /registration of the said Commercial Unit applied for herein in any way. The Company shall issue receipts for payment in favour of the First Applicant only.
28. The Applicant has specifically acknowledged to the Company that the registration of the Commercial 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 Commercial Unit and such other conditions as prescribed by the applicable laws.
29. The Applicant shall use and occupy the Commercial Unit for Commercial purposes in such manner and mode as may be provided in the Space Buyers' Agreement.
30. The registration/allotment shall also be subject to the recitals as incorporated in the declaration to be led under the Haryana Apartment Ownership Act, 1983. 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 purposes 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.
31. 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).

13X
Signature of All Applicant(s)

32. The Applicant(s) agrees that the provisional registration of the Commercial Unit as well as the provisional allotment, if any thereafter, of the Commercial Unit shall be subject to force majeure clause which inter alia includes delay on account of non-availability of the steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid events the Company shall be entitled to a reasonable extension of the time for delivery of possession of the said Commercial Unit.
33. The Applicant(s) is/are, entitled to get the name of his/her/their nominee(s) substituted in his/her/their place with the prior approval of the Company who may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Company, administrative charges as applicable from time to time for the purpose of such substitution/nomination/transfer.
34. Upon execution of the Space Buyers' Agreement, the terms and conditions, as set out in the Space Buyers' Agreement, shall supersede the terms and conditions as set out herein.
35. The Company reserves the right to transfer ownership of the proposed commercial Project in whole or in parts to any other entity such as a partnership firm, LLP, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company at its sole discretion and the Applicant undertakes that he shall not raise any objection whatsoever in this regard.
36. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
37. All or any disputes arising out of or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. A Sole Arbitrator, who shall be nominated by the Company's Managing Director, shall hold the arbitration proceedings at New Delhi. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The Applicant(s) hereby confirms that he/she shall have no objection to the appointment.
38. This Application has been executed at Delhi and the Courts at New Delhi alone shall have the jurisdiction to try and entertain all disputes arising out of or in relation to this Application and shall be governed by the laws of India for the time being in force.

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 Space Buyer's Agreement 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 have now signed this Application form and paid the monies fully conscious of my liabilities and obligations including forfeiture as may be imposed upon me.

14X
Signature of all Applicant(s)

Date:
Place:

15X
Signature of All Applicant(s)

Documents to be submitted along with the application form

Resident of India:

Copy of PAN card.

Photographs in all cases.

Partnership Firm:

Copy of PAN card of the partnership firm.

Copy of Partnership Deed.

In case one of the Partners has signed the documents, an authority letter from the other partners authorizing the said persons to act on behalf of the firm.

Private Limited & Limited Company:

Copy of PAN card of the company.

Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company.

Board resolution authorizing the signatory of the application form to buy property on behalf of the company.

Hindu Undivided Family (HUF):

Copy of PAN card of HUF.

Authority letter from all the coparcener's of the HUF authorizing the Karta to act on behalf of the HUF.

NRI/Foreign National of Indian Origin:

Copy of Individual's passport.

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 allottee.

In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

16X
Signature of All Applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name: _____ Signature: _____

Date of receipt of booking form with cheque: _____

1. ACCEPTED / REJECTED

Unit No. _____, Block No. _____ Floor _____

Area (approx.): _____sq.ft. _____sq.mtr.

2. Basic Sale Price Rs. _____ per sq. ft.

Preferential location Charges, if applicable: @ Rs. _____per sq. ft. of the unit area

Note: All the payments towards Development Charges, Preferential Location charges (for superior location, park facing, corner plot, plot over & above 12mtr. Wide road etc.), Maintenance Charges, Service Tax and any other statutory charges or any fresh incidence of tax, if any, shall be payable by the Applicant(s) as and when demanded by the Company or its designated maintenance agency for the said Housing Complex.

3. Stamp duty and registration charges etc. shall be extra at actuals and to be borne by the Applicant(s).

4. PAYMENT PLAN: Down Payment [] /Construction Linked Plan [].

5. Payment received vide Cheque/DD/Pay Order No. _____ Dtd _____for Rs. _____out of NRE / NRO/ FC/ SB /CUR/ CA _____Acct

6. Provisional booking receipt no. _____dated _____.

7. Remarks:

Date: _____

Place: _____ Authorized Signatory

Cleared by Stock on _____

Signature