

## APPLICATION FORM

To,  
Welcome Vertex Infra Private Limited,  
Registered Address: H-157, Sector 63, Noida

Dear Sir,

I/We hereby apply for the allotment of a commercial unit (hereinafter referred to as "**Said Commercial Space**") as per details given herein for your project "**VEWE Street**" (hereinafter referred to as "**Said Project**") having RERA Registration No. .... situated at Plot No. - ....., H Block, Jaipuria Sunrise Greens, NH-24, Ghaziabad, Uttar Pradesh being developed by Welcome Vertex Infra Private Limited ("hereinafter referred to as "**Company**") a Company incorporated under the provisions of Indian Companies Act, 1956 as amended till date and having its registered office at H-157, Sector 63, Noida.

I/We further understand and agree that allotment of the Said Shop is at sole discretion of the Company. I/We have carefully read and understood the terms and conditions attached with this Application form based on which I/we are making this request for allotment to the Company. I/We have read and understood the terms and conditions as given in the Builder Buyer Agreement/ Agreement for Sale/ Agreement for Sale on the Companies standard format, which inter-alia include the Company endeavoring to give possession of the said Shops to me/us in stipulated time subject to my/our making timely payments as per agreed approved payment plan of the total sale consideration and other charges. It is also distinctively understood by us/me that timely payment is the essence of the allotment whether provisional or not as the case may be.

I/We have clearly understood that acceptance of this Application and realization of booking amount into the books of Company does not constitute a confirmed allotment and I/ we do not become entitled to the allotment of the said Shops notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application or subsequently. It is only after I/ we sign and execute the Builder Buyer Agreement/ Agreement for Sale on the Company's standard format, which has also been read and understood by me/us and agree to abide by the terms and conditions laid down therein, and consequently signed by the Company, the allotment of the said Shops shall be confirmed and become final and binding upon myself/ourselves and the Company.

**Details of the "Shops":**

I / We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as registration / booking amount which may be treated as part payment towards the sale consideration of the Said Shop as per the details mentioned here under: -

Cheque No.	Dated	Amount (Rs.)	Drawn on

NOTE: I/We understand that Earnest Money as contemplated herein below will only constitute to be a confirm booking, failing which the developer/ company reserve's its right to cancel the said booking without any previous intimation.

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Second/Co-Applicant

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**APPLICANT DETAILS**

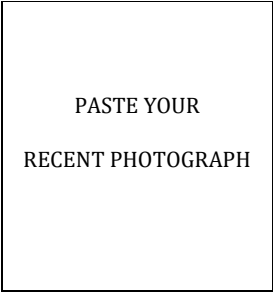
**SOLE/FIRST APPLICANT**

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

S/o / D/o / W/o: \_\_\_\_\_

Date of Birth:

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Nationality: \_\_\_\_\_ Marital Status: \_\_\_\_\_ No. of Childers: \_\_\_\_\_

**Commercial Status:**      Resident      Non-Resident      PIO/Foreign National of Indian Origin

Passport No. / PIO Card No. \_\_\_\_\_

**Occupation:**      Employed      Self-Employed      Professional      Others (Specify) \_\_\_\_\_

Profession: \_\_\_\_\_ Annual Income: \_\_\_\_\_ Monthly Income: \_\_\_\_\_

Permanent Account No. (PAN) /Ward No./GIR: \_\_\_\_\_ Aadhaar Card No. \_\_\_\_\_

Email ID: \_\_\_\_\_ Mobile No. \_\_\_\_\_

**Present/Communication Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile No. \_\_\_\_\_

**Permanent Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile No. \_\_\_\_\_

**Office Address:** \_\_\_\_\_

\_\_\_\_\_ Designation: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. \_\_\_\_\_ Extn: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile No. \_\_\_\_\_

\_\_\_\_\_  
**Signature of Sole/First Applicant**

\_\_\_\_\_  
**Signature of Second/Co-Applicant**

**JOINT/CO-APPLICANT DETAILS**

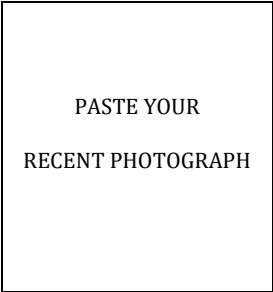
**JOINT/CO-APPLICANT**

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

S/o / D/o / W/o: \_\_\_\_\_

Date of Birth:

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Nationality: \_\_\_\_\_ Marital Status: \_\_\_\_\_ No. of Childers: \_\_\_\_\_

**Commercial Status:**

Resident       Non-Resident       PIO/Foreign National of Indian Origin

Passport No. / PIO Card No. \_\_\_\_\_

**Occupation:**

Employed       Self-Employed       Professional       Others (Specify) \_\_\_\_\_

Profession: \_\_\_\_\_ Annual Income: \_\_\_\_\_ Monthly Income: \_\_\_\_\_

Permanent Account No. (PAN) /Ward No./GIR: \_\_\_\_\_ Aadhaar Card No. \_\_\_\_\_

Email ID: \_\_\_\_\_ Mobile No. \_\_\_\_\_

**Present/Communication Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile No. \_\_\_\_\_

**Permanent Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile No. \_\_\_\_\_

**Office Address:** \_\_\_\_\_

\_\_\_\_\_ Designation: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. \_\_\_\_\_ Extn: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile No. \_\_\_\_\_

\_\_\_\_\_  
**Signature of Sole/First Applicant**

\_\_\_\_\_  
**Signature of Second/Co-Applicant**

**DETAILS OF UNIT APPLIED FOR:**

Project Name: \_\_\_\_\_ Unit/ Shops: \_\_\_\_\_

Type: \_\_\_\_\_ Floor: \_\_\_\_\_ Saleable Area: \_\_\_\_\_ (In Sq. Ft.), Carpet Area: \_\_\_\_\_ (In Sq. Ft.)

**PAYMENT PLAN:** [ \_\_\_\_\_ ]**AMOUNT PAYABLE:**

	<b>Particulars</b>	<b>Unit/Area/Qty.</b>		<b>Rate (INR)</b>	<b>Amount (In Rs.)</b>
A.	BASIC SALE PRICE	Per Sq. Ft.	Rs.		
B.	ADDITIONAL CHARGES (As Applicable)	Per Sq. Ft.	Rs.		
i.	Preferential Location Charges (PLC)	Per Sq. Ft.	Rs.		
ii.	External Electrification Charges (EEC) Fire Fighting Charges (FFC)	Per Sq. Ft.	Rs.		
ii.	External Development Charges (EDC) Internal Development Charges (IDC)	Per Sq. Ft.	Rs.		
xi.	Power Backup Charges (PBC)	Per KVA	Rs.		
C.	OTHER CHARGES		Rs.		
i.	IFMS (Transferable)	Per Sq. Ft.	Rs.		
ii.	Dual Meter Charges	Per Unit	Rs.		
iv.	Extra Power Backup	Per KVA	Rs.		
v.	Other Statutory charges/ taxes imposed by the concerned authorities as applicable		Rs.		
vi.	Sinking Fund	Per Sq. Ft.	Rs.		
	<b>TOTAL (A+B+C)</b>		<b>Rs.</b>		

\*Stamp Duty, Service Tax/GST, and Registration Charges/Fees Extra as applicable.

**Remarks:** \_\_\_\_\_**MARKETING EXECUTIVE****AUTHORISED SIGNATORY**

\_\_\_\_\_

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\_\_\_\_\_  
**Signature of Sole/First Applicant**\_\_\_\_\_  
**Signature of Second/Co-Applicant**

**\*\*M/s** ....., a proprietary concern existing under the laws of India, having its principal place of business at ..... through its Proprietor, Shri/Smt. .... (Hereinafter referred to as the "Applicant", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, legal representatives, administrators, executors, successors and assigns).

**\*\*M/s.** ..... a partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at ..... through its partner Shri/Smt. .... (Hereinafter referred to as the "Applicant", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and assigns) (Copy of the authorization signed by all Partners required).

**\*\*M/s.** ..... a Company registered under the Companies Act,1956, having its registered office at .....through its duly authorized signatory Shri/Smt. .... authorized by Board resolution dated ..... (Hereinafter referred to as "the Applicant", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

(\*\* strike-off whichever is not applicable)

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
**Signature of Sole/First Applicant**

\_\_\_\_\_  
**Signature of Second/Co-Applicant**

**UNDERTAKING**

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and no part of it is false and nothing has been concealed there from. I/We undertake to abide by my/our promise to perform the obligations and the terms referred herein. Any allotment against this Application is subject to the terms and conditions attached to this Application form and that of the Allotment Letter and Builder Buyer Agreement, the term and conditions shall ipso-facto be applicable to my/our legal heir(s), legal representatives, successors and nominee(s). I/We undertake to inform the Company of any change in my/our address or in any other particular/ information given above, till the Said Shops is registered in my/our name(s), failing which the letters and other communications sent at the recorded address as mentioned in application form by the Company shall be deemed to have been received by me/us.

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

(For Non-Resident Indians/PIO only)

I/We understand that the allotment shall be subject to the laws of Republic of India. I further understand and agree that compliance of the provisions of Foreign Exchange Management Act,1999(FEMA),the rules and regulations framed there under and any other law that may be applicable from time to time to the said transaction, payments, remittances, acquisition/ transfer of said Premises, shall be my/our sole responsibility. Any legal liability arising there from or any loss is incurred by the Company due to such transaction, I / We undertake to keep the developer and its employees and associates harmless and shall keep them indemnified.

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

**Notes:**

(i) Please paste one photograph of each applicant and sign across the same.

(ii) Please attach attested copy of the proof of address, as applicable – Election Id Card / Passport /Driver's License/PAN Card / Aadhaar Card/ Electricity Bill/Telephone Bill.

(iii) Attach list of Directors / Partners / Members of Governing or management body – duly certified and signed by all the Directors / Partners / Members of Governing/management body.

(iv) Please attach notarized copy of Power of Attorney (signed by at least two Partners/members of the management body except in favour of whom the POA is issued); or certified copy of resolution passed by the Board of Directors to be signed by a Director or the Company Secretary not being the Director or person who has signed the application).

\_\_\_\_\_  
Signature of Sole/First Applicant

\_\_\_\_\_  
Signature of Second/Co-Applicant

## TERMS & CONDITIONS

The terms and conditions given herein below are of indicative nature with a view to acquaint the Applicant(s) with the terms and conditions as may be comprehensively set out in the Builder Buyer's Agreement / Agreement For Sale which upon execution shall supersede the terms and conditions as set out in this application form. The Applicant(s) shall sign all the pages of this application in token of his/her/its acceptance of the same.

1. "Carpet area" means the net usable floor area of Said Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Shop.
2. "Total Sales Price" means the amount amongst others, payable for the said Shop which includes Basic Sales Price (BSP), Preferential Location charges (PLCs, Power Back up per KVA, External Electrification charges (EEC), Fire Fighting Charges (FFC), Internal Development Charges (IDC) & External Development Charges (EDC), and Charges related to the project land but does not include other amounts, Interest Free Maintenance Security (IFMS), Sinking Fund, GST, Service Tax, Electricity Meter Charges/Water Meter Charges etc., which are payable as and when demanded by the Company in accordance with the terms of this Application, including but not limited to:-
  - a) Registration charges, cost of stamp papers, documentation fees, official fees, file charges legal consultant fees and other informal charges.
  - b) Maintenance charges.
  - c) Insurance charges payable on equal basis.
  - d) Any other taxes as applicable.
3. Cheque/Bank Draft to be issued in favour of "**Welcome Vertex Infra Pvt. Ltd Vewe Street**" payable at Noida/NCR.
4. The prices as on the date of booking are firm and escalation free. The price list is signed as a token of acceptance.
5. The stipulated date of possession is on or before 30 months from the date of start of excavation or execution of Builder Buyer Agreement/ Agreement for Sale whichever is later with a grace period of 6 months subject to FORCE MAJURE circumstances, as described in the standard Builder Buyer Agreement/Agreement for Sale and which has been duly explained to and understood by the Allottee(s). The Company, as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of allotment, as may be required under the applicable laws. However, if the Company fails to handover the possession even after 6 months of grace period subjected to the exemptions as contemplated herein, the company would pay the allottee(s) a sum calculated @SBI MCLR + 1% per month for the delayed period attributable to the inability of the company in the handing over of the Shop beyond said period herein. Similarly, the customer would also be liable to pay holding charges @ Rs.20/- per Sq. Ft. per month if the customer fails to take the possession within 30 days from the date of issuance of the offer of possession.
6. That the offer for fit outs of Shops/Shop is subject to FORCE MAJURE circumstances. That the Allottee(s) shall clear all the dues and other charges within 30 days from the date of issuance of offer of fitouts by the Developer. The fitouts of the Shops shall be handed over to the Allottee(s) 10 days after clearance of all the dues. In case the Allottee(s) fails to take over actual physical possession for fitouts of the Shop within 30 days, as aforesaid or defaults in clearing the dues within 30 days from the date of issuance of notice for fitouts, the Allottee(s) shall be deemed to have taken over for fitouts of the Shop and maintenance charges, as determined by the Developer/ Maintenance Agency, shall become payable by the Allottee(s) from the date when he would be deemed to be in possession of the Shop.
7. The said Shops is restricted to commercial use and the Applicant is bound to use the Said Shops for commercial purpose only. The Applicant(s) has/ have examined the layout plan and the building plans of the Project, specifications, ownership, title records of the Project Land and all other relevant documents relating thereto and is satisfied in all respects with regard to the same and to all the details of the said Shops, specifications all super area details, all common facilities, the title and also the right and authority of the company to sell the Said Shops. The Project and the Shops shall be constructed as per the sanctioned building plans. The Applicant(s) hereby understands and agrees that the Company may effect such variations and modifications therein as may be required or amended or allowed by any competent authority and/or as may be requisite under the applicable laws and also in strict compliance to section 14 of the RERA act. It is clarified that the BSP calculation as per initial rate of booking of the Said Shops will be applicable on the final area in case of any variation in the area effected due to change in sanctioned plans as mentioned above.

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Signature of Sole/First Applicant

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Signature of Second/Co-Applicant

8. Further, if there are any additional Levies, Rates, Taxes, Cess and Fees etc. as assessed and attributable to the Company on account of Government, statutory body or other local authority(ies) order, the Allottee(s) will be liable to pay his/her/their proportionate share of such additional levies. In the event of any enhanced or escalated compensation, amount, etc., in relation to the acquisition or otherwise, charged or levied by the Central or the State Government or by the appropriate authority in relation to the Said Land, the same shall be borne by the Allottee.
9. In case the Allottee desires transfer of allotment/ownership of Said Shops, before registration/possession, other than blood relation, then first transfer process is free of an administration, if any, but subsequent transfer process will attract an administration charges of 2.00% (Two percent only) of the total sale price as prevailing at the time of desired transfer shall be payable by the Allottee(s). However it is made clear that any taxes, as may be levied by the government for making such transfer(s) shall be borne by the Applicant(s), failing which developer will be at the liberty to refuse such transfer and also transfer shall be subjected to Applicant(s) executing transfer documents on a standard format as prescribed by the Developer.
10. Booking amount/Earnest money shall be 10% of the total sale price. Timely payment of installments as indicated in the payment plan is the essence of the allotment. If an installment is not paid on or before the due date, the company will charge @ SBI's MCLR + 1% interest per annum on the delayed payment for the period of delay. However, if any installment remains in arrear for more than 30 days, the allotment will stand cancelled without any notice or liability of any kind, on the sole discretion of company. The Allottee in such an event happening, will have no lien further on the allotted unit. In such cases, the "Non-Refundables" shall stand forfeited. The Non-Refundables shall collectively mean interest on any overdue payments; brokerage paid by the promoter to the broker in the case booking is made by the Allottee through the broker; any taxes paid by the promoter to the statutory authorities; and amount of stamp duty and registration charges to be paid on deed of cancellation of this agreement. The balance amount received, if any (over and above the Non-Refundables) will be refunded without any interest after the resale of the Said Shop. It may further distinctively be understood by the allottee(s) that if for any reason the booking/ allotment is withdrawn/cancelled/ surrendered by the allottee, then Non-Refundables shall ipso facto be forfeited and the balance amount will be refunded in the manner as mentioned herein above. The refund of such amount will be processed within 90 days of receiving of request for cancellation along with the handover of all the original documents and completing the necessary formalities.
11. However, in exceptional and genuine circumstances, the company may, as its sole discretion, condone the delay in payment exceeding 30 days by charging interest per annum, and restore the allotment, in case it has not been allotted to someone else. If the Said Shops already stands allotted to someone else, in such a situation an alternate, if available, may be offered in lieu of the same.
12. The timely payment of installments as indicated in the detailed payment plan is the essence of the agreement which is duly acknowledged by the Allottee(s). It is also distinctively understood by the Allottee(s) that if installments as per the payment schedule are not paid by the due date, then provision made herein above shall be applicable or even otherwise may attract a delay payment penalty @of SBI's MCLR + 1%.
13. Common areas electricity & water charges shall be payable on monthly basis by the allottee(s) on proportionate equal basis. Electricity, Power Back up and water charges and replacements if any are to be paid as per actuals along with service charges.
14. The Company or any other authorized agency nominated by the company will maintain the complex "**VERTEX LUXARIUM Phase II**" till the taking over of the maintenance by the Association upon issuance of the occupancy certificate, as the case may be. Each Shops owner shall be entering into a separate maintenance agreement at the time of executing the Conveyance Deed/Registered Sale Deed with the company or any other agency nominated by the company.
15. Areas in all categories of Shops may vary up to  $\pm 2\%$  but the cost of the Shops will remain unchanged. Any change over and above 2% shall be adjusted on pro-rata basis. It is also agreed that the builder may make such changes, modifications, alterations and additions there in as may be deemed necessary or may be required to be done by the builder for better layout, better landscaping, the govt./development authority or any other local authority for which applicant(s) give their unqualified consent for such changes in line with Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 to be read with The Real Estate (Development and Regulation), Act, 2016
16. The Company and its authorized representatives and its Nominees shall have a right of ingress and outgress on all common areas.

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Signature of Sole/First Applicant

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Signature of Second/Co-Applicant

17. All specifications, designs, layouts, conditions are only indicative and some of these can be changed at the discretion of Company. They are purely conceptual and not a legal offering.
18. In case the project is abandoned for any reason beyond the control of the company, the amount paid by the allottee will be refunded without any interest thereon within one year of its being abandoned.
19. All natural products such as tiles, marble stones and wood etc. may have slight variation in texture colour and behavior and may have surface cracks.
20. The token amount shall be considered only in special cases for a period of 7 days only. In case of any delay/cancellation/ surrender in this period, the token amount shall stand forfeited.
21. The Applicant(s) undertakes to join any society / association of the owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
22. The allotment of the Said Shops is at the discretion of the Company. The Company reserves the right to accept or reject any request or expression of interest for allotment, upon scrutiny of Application form, at its sole discretion without assigning any reason whatsoever. The payment made by the Applicant along with Application Form does not confirm or convey allotment of the Said Shops to the Applicant(s). In the event the Application Form is rejected for any reason whatsoever, the non-acceptance letter addressed to the Applicant(s) shall be accompanied by an A/c payee cheque from the Company favoring the Applicant(s) for the full value paid with the Application without any interest. Further, the Company shall not be liable for any other damages/compensation whatsoever incurred by the Applicant(s) on this account.
23. The Applicant(s) hereby agrees to pay additionally as preferential location charges for preferential location in a manner and within the time as stated in the payment plan. However, the Applicant(s) has specifically agreed that if due to any change in the layout / building plan, the Said Shop ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location changes paid by the Applicant(s) and such refund shall be adjusted in the last installment as stated in the payment plan.
24. The Company has made it clear to the Applicant and the Applicant(s) has understood and agreed to pay all such amount(s) demanded by Central Government, State Government, Local Government and or any Competent Authority in any form or by any name including but not limited to government rates, levies, cesses, charges, fee whether levied or leviable now or in future. The Applicant(s) shall pay all such sums and when demanded by the Company without any delay or demur and such amounts shall form part of the Consideration. Delay and non-payment of such amount shall be treated as breach of term and conditions of this Application/agreement shall be dealt with like other breaches.
25. The Applicant(s) is / are bound to enter into and execute a Builder Buyer's Agreement/ Agreement for Sale and Maintenance Agreement with the Company/ its affiliates as and when called for by the Company. The detailed terms and conditions shall form part of the Builder Buyer's Agreement, which the Applicant shall execute on confirmation of allotment of the Said Shops.
26. Non-payment of any consumption and maintenance charges pertaining to the Said Shops within the time specified shall also disentitle the Applicant(s) from the enjoyment of the common areas and common facilities and services applicable to the Said Project including the Said Shops. Allottee(s) undertakes to execute a separate maintenance agreement with the Company or its nominated maintenance agency for up keeping and maintaining the said project.
27. It is made clear by the Company and agreed by the Applicant(s) that the Applicant shall have no rights in relation to the title and ownership of the common areas, facilities and amenities and the Company shall deal with such common areas, facilities and amenities in the manner which the Company may deem fit in its sole discretion in accordance with the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the applicable laws. The Company relying on this specific undertaking of the Applicant(s) has agreed to allot the Said Shops and this undertaking shall survive throughout the ownership of the Said Shops by the Applicant(s), his/her/its legal representatives, successors, administrators, executors, assigns etc.
28. That the Applicant hereby authorizes and permits the Company to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/securitization of receivables of the Said Shops subject to the Said Shops being free of any encumbrances at the time of execution of Conveyance Deed/Registered Sale Deed in favour of the Applicant.

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**Signature of Sole/First Applicant**

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**Signature of Second/Co-Applicant**

29. Loans from financial institutions for purchase of the Said Shops may be availed by the Applicant, subject to the condition that the Company shall have the first lien and charge on the Said Shops for all its dues and other sums payable by the Applicant to the Company. However, if a particular financial institution/bank refuses to extend financial assistance on any ground, the Applicant(s) shall not make such refusal an excuse for non-payment of further installments/dues.
30. Applicant(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ considerations and acquisition of immovable assets in India. 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 any right in the application/ allotment of the Shops applied for herein in any way. In case any such permission is ever refused or subsequently found lacking by any statutory authority/ the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable laws without any interest and the allotment shall stand cancelled forthwith. The Applicant agrees that the Company will not be liable in any manner on such account.
31. 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 and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, 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).
32. The Company on completion of construction shall issue a final call notice to the Applicant(s) for taking possession of the Shop. The Applicant(s) shall before taking possession of the Said Shops, must clear all the dues towards the Said Shops and have the Conveyance Deed/Registered Sale Deed for the Said Shops executed in his/ her/ its favour by the Company after paying applicable stamp duty, registration fee and other charges/expenses. The date of issue of final call notice shall be deemed to be the date of offer of possession of the Said Shops to the Applicant(s), and the Company shall not be held in default/ breach in case the Applicant(s) fail to take possession of the Said Shops within the stipulated time period mentioned therein.
33. The Applicant hereby agrees to comply with all the prevailing laws and Bye Laws as applicable in respect of the Said Shop and shall always remain solely responsible for the consequence of non-compliance thereof.
34. In case there are joint Applicants, all communications shall be sent by the Company to the Applicant whose name appears first, at the address given by him/her for mailing and which shall for all purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicants.
35. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the Applicant(s), the allotment will be cancelled and the Non-Refundables shall be forfeited and the Applicant(s) shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respects.
36. This Application/ booking shall be subject to the laws of India and the Courts at Ghaziabad only, shall have jurisdiction in case of any dispute or claim arising out of or in respect of this application or allotment to be made hereunder.

The Application has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

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**Signature of Sole/First Applicant**

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**Signature of Second/Co-Applicant**

## PAYMENT PLAN

### 50:25:25 PAYMENT PLAN

Booking amount	10% of TSP
Amount due within 30 days of Booking	40% of TSP
Amount due on Completion of Super Structure	25% of TSP
Amount due on offer of Possession	25% of TSP + Registration Charges + Stamp Duty + Misc Charges (If Applicable)

### CONSTRUCTION LINKED PAYMENT PLAN

Booking Amount	10% of TSP
Amount Due within 30 Days of Booking	10% of TSP
Amount due on Start of Excavation	10% of TSP
Amount due on Casting of Lower Ground Floor slab	10% of TSP
Amount due on Casting of Upper Ground Floor slab	10% of TSP
Amount due on Casting of First Floor slab	10% of TSP
Amount due on Casting of Second Floor slab	10% of TSP
Amount due Completion of Super Structure	10% of TSP
Amount Due on Completion of Brick Work	10% of TSP
Amount Due on Completion of Internal Plaster	05% of TSP
Amount due on offer of Possession	05% of TSP + Registration Charges + Stamp Duty + Misc. Charges (If Applicable)

\_\_\_\_\_  
Signature of Sole/First Applicant

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Signature of Second/Co-Applicant