

APPLICATION FORM

RERA REGISTRATION NO -----

APPLICATION FORM FOR PROVISIONAL ALLOTMENT

In " _____ " at Plot No 6, Knowledge Park - V, Greater Noida (W),
District Gautam Buddha Nagar (U.P)

To,

M/s. _____

Plot 6, Knowledge Park V, Greater Noida

Dear Sir/s,

I/We the Applicant(s) herein understand that the company "ELEGANT IT SOLUTIONS PVT. LTD." is promoting the said Complex. The Applicant(s) requests that the Applicant(s) may be provisionally allotted a Unit along with exclusive right to use parking space(s) (if Allotted), in the said Complex as per the company's terms and conditions mentioned herein.

In the event of _____ (hereinafter called ("Developer Promoter") agreeing to provisionally allot a unit, I/We hereby agree to pay further installments of sale price and all other dues as stipulated in the payment plan mentioned in this application and further in agreement.

This application does not constitute an agreement to sell / allotment and the allotment of the unit is entirely at the discretion of the "Developer Promoter". The allotment of the unit is provisional and shall be confirmed on signing of builder buyer agreement, which shall be issued to you within 60 days of raising this application.

In case the unit is not allotted to the Applicant(s) for any reason whatsoever, the Applicant(s) shall not raise any objection or claim or damage or challenge the same in any court of law and the amount deposited herein shall be refundable to the Applicant(s) without any Interest within 30 days from the date of notice regarding rejection of this application.

The Applicant(s) agree that the allotment shall become final and binding upon the "Developer Promoter" only after the acceptance by it of the signed buyer's agreement. If the Applicant(s) fail to execute the buyer's agreement and deliver to "Developer Promoter" then the application shall be treated as cancelled and all the Sums/Amount Paid/deposited by the Applicant(s) with "Developer Promoter" shall stand forfeited without any notice/reminder.

The Applicant(s) encloses a Cheque/DD herewith towards provisional allotment of a unit details of which are as follows:

Cheque/Bank Draft No _____ dated _____ for an amount of Rs.
_____ (Rupees _____ only)

drawn on _____ Bank in favour of _____

Payable at _____ towards the booking amount, being part Earnest Money of the unit.

DECLARATION

The Applicant(s) has read and understood each and every term and condition appended to this Application and is agreed to abide by the same. The Applicant does hereby declare that this Application is irrevocable, and that the above particulars/information given by the Applicant is true and correct and nothing has been concealed therefrom.

Signature of Intending Allottee(s)

The particulars of the applicants are given below for Company's reference or record:

Sole/First Applicant

Applicant Name: _____
Son/Wife/ Daughter of: _____
Permanent Address: _____

Correspondence Address: _____

Residential Status: INDIAN _____ NRI/PIO/DCI _____
Telephone: _____ Mobile: _____
E-mail: _____ Date of Birth: _____
Aadhaar Card: _____ Income Tax PAN: _____
Occupation: Government Servant Self Employed Private Sector
Professional Others
Company Name: _____ Designation: _____
Office Address: _____

Co Applicant (If Applicable)

Applicant Name: _____
Son/Wife/ Daughter of: _____
Permanent Address: _____

Correspondence Address: _____

Residential Status: INDIAN _____ NRI/PIO/DCI _____
Telephone: _____ Mobile: _____
E-mail: _____ Date of Birth: _____
Aadhaar Card: _____ Income Tax PAN: _____
Occupation: Government Servant Self Employed Private Sector
Professional Others
Company Name: _____ Designation: _____
Office Address: _____

Signature of Intending Allottee(s)

Third Applicant (If Applicable)

Applicant Name: _____
Son/Wife/ Daughter of: _____
Permanent Address: _____

Correspondence Address: _____

Residential Status: INDIAN _____ NRI/PIO/DCI _____
Telephone: _____ Mobile: _____
E-mail: _____ Date of Birth: _____
Aadhaar Card: _____ Income Tax PAN: _____
Occupation: Government Servant Self Employed Private Sector
Professional Others
Company Name: _____ Designation: _____
Office Address: _____

IN CASE OF PARTNERSHIP/PROPREITOR FIRM/COMPANY IS AN APPLICANT

M/S _____
Through Mr./Mrs./Ms. _____
Designation _____
Authorized vide document no. _____ Dated _____
CIN: _____
Company PAN: _____ GST: _____
Address (Registered Office): _____

Address (Corporate Office): _____

Phone/Mobile: _____
E-Mail: _____

I/We the above applicant(s) do hereby declare that the terms and conditions of this application have been read/understood by me/us and the same are acceptable to me/us. I/We the above applicant(s) unequivocally agree

Signature of Intending Allottee(s)

affirm and undertake to abide by the terms and conditions of the application as mentioned herein and further declare that the above particulars/information given by me/us are true and correct and nothing has been concealed there from.

(I) _____
Sole/First Applicant

(II) _____
Co-Applicant

(III) _____
Co-Applicant

Place: _____

Date: _____

LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH THE APPLICATION FORM

For Residents of India

- Photographs of all applicant
- Address proof
- Copy of PAN Card
- Copy of Aadhaar / Voter 1-Card

For Partnership Firm

- Photographs of all applicant
- Copy of Pan Card of Partnership firm
- Copy of Partnership Deed duly certified by all partners / authorized partner
- Proof of Registered Office
- In case only one partner is signing all documents then authorization from other partners in his favour to the effect that the said partner can sign on behalf of firm.

For Private Limited & Limited Company

- Copy of PAN Card of Company.
- Articles of Association (AOA) & Memorandum of Association (MOA) of Company duly certified by Companies Secretary.
- Board Resolution authorizing the signatory of the application form to buy property on behalf of the company
- Copy of GST if applicable.

For Hindu Undivided Family (HUF)

- Copy of PAN Card of HUF
- Address Proof
- Authority letter from all Co-Parceners/Member of the HUF authorizing the Karta to act on behalf of HUF.

For NRI/Foreign Nationals (If 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 applicant.
- In case of a cheque, all payments should be received only from the NRE/NRO/FCNR account of applicant or foreign exchange remittance from abroad and not the account of third Party.

Signature of Intending Allottee(s)

I/we have perused the below mentioned Pricelist and agree to pay as per the Payment Plan opted by me / us.

a) Details Of Units

Tower: _____ Floor _____ Unit No. _____

Type— IT/ITES Office Space/Retail Space/Studio/Residential/Others _____

Carpet Area: _____ Sq.ft. _____ Sq. Mtr.

Built—up Area: _____ Sq.ft. _____ Sq. Mtr.

Super Area: _____ Sq.ft. _____ Sq. Mtr.

(1 Sq. Mtr = 1.764 Sq.ft)

Details of Pricing:

	Per Sq. Mtr. / Sq. Ft.	Total Cost {In Rs.}
Basic Sale Price		
Corner PLC		
Atrium/Park PLC		
EDC/IDC		
FFC		
Lease Rent		
Power Backup® _____/KVA		
IFMS		
Car Parking Charges		
Club Membership Charges		
Other Possession Charges, if any		
TOTAL COST		

TOTAL COST: (In Words) Rupees _____ only.

Note:

- (1) GST is not included in above mentioned cost and will be charged separately.
- (2) Possession/other charges, Government taxes and levies are over and above the total cost and shall be recovered at the time of possession.

Signature of Intending Allottee(s)

- (3) In case, the cheque comprising the booking amount is dishonored due to any reason, the Developer Promoter reserves the right to cancel the booking without giving any notice to the applicant(s).
- (4) All amounts received from the intending allottee(s) other than resident Indian shall be from NRE/NRO/Foreign currency account only

I have opted for below mentioned payment plan and agree to abide by same.

Payment Plan option:

Down Payment _____ Flexi Plan _____
 Special Payment Plan _____ Other Plan _____

(I) _____
 Sole/First Applicant

(II) _____
 Co-Applicant

(III) _____
 Co-Applicant

For Office Use Only:

1. Application received by _____

2. Application accepted/rejected _____

3. Registration money received vide R. No. _____ Dated _____

Rs. _____ /-

In the event the booking has been done through an channel partner, please give the particulars.

Channel Partner Name: _____ RERA Number _____

Phone No. _____

Address _____

PAN Card No.: _____

GSTIN No: _____

Signature of Intending Allottee(s)

DETAILS FCIRING PART CiF APPLICATION FORM

Terms and conditions mentioned below are forming a part of this application for allotment of a Unit in the Project “ELEGANT IT SOLUTIONS PVT. LTD.” at Plot No. 6, Knowledge Park - V, Greater Noida (W), and District Gautam Buddha Nagar (U.P.). These terms and conditions are merely indicative and are more comprehensively set out in the agreement which upon execution shall supersede this Application. The Applicant(s) shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

1. The right of the applicant(s) shall be restricted to the allotment of said unit in the IT Industries and facilities complex known as “ELEGANT IT SOLUTIONS PVT. LTD.”.
2. All the terms & Condition of the lease deed of the plot executed by GNIDA shall be applicable to Applicant(s). The building plans of proposed land will be submitted to / sanctioned by GNIDA. The Complex will have IT Industries and facilities, residential as well as commercial units.
3. The Applicant(s) has fully satisfied himself of the specification of the unit. The Applicant(s) agrees that the Applicant(s) shall not have any right in any other premises/building, shops, club, IT facility if any, constructed / situated in the said Complex except the particular unit allotted to him. The “Developer Promoter” shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale or in the operation and management of other units in the Complex.
4. That the Super area mentioned is tentative which is calculated including the proportionate common area of the building. The building plans are tentative and the “Developer Promoter” may make such changes, modifications, alteration and addition therein as deemed necessary or may be required to be done by the “Developer Promoter”, the Government / GNIDA, any other Local Authority or Body having Jurisdiction. Any increase or decrease in super area shall be payable or refundable as the case may be at the time of possession at the rate mentioned in this application. The necessary changes / alteration may involve change in position / location/dimension/area of the unit.
5. That the “Developer Promoter” may carry development / Construction of the complex in phases. The “Developer Promoter” may adopt the modern technology of pre-Cast Concrete slabs for the construction of the complex. The common facilities in all respect shall be operational on the date of completion of the entire Complex.
6. The Applicant(s) agrees that if the “Developer Promoter” allots the said Unit along with/without Parking Space(s) then the Applicant(s) agrees to pay the total Price and all other amounts. Taxes and Cesses, Charges and dues as per the payment Plan opted by the Applicant(s) and/or as and when demanded by the “Developer Promoter” or in accordance with the terms of this Application.
7. Except the particular unit allotted, the Applicant(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold units, open spaces, parking spaces/places, lobbies, staircases, lift, terraces, roofs, spaces for commercial parks, basements, parking spaces except what has been allotted by an agreement to allottee(s), space for public amenities, shopping Centre or any other space not allotted to him.
8. The Applicant(s) has clearly understood that by submitting this Application the Applicant(s) does not become entitled to the final allotment of the Said Unit in the said Complex notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant(s).
9. The Applicant(s) agrees and understands that time is of essence with respect to the payment of the Total Price and other Charges, deposits and amounts payable by the Applicant(s) as per the Application. That the installments in respect of payments of unit will be due at intervals, as per prescribed payments plans and as and when demanded by the “Developer Promoter”. In case Payment is not received within period stipulated in payment plan or the

Signature of Intending Allottee(s)

Applicant(s) is in breach of the terms and conditions of allotment, the allotment will be cancelled and 10% (earnest money) of Total Sale Price of the unit will be forfeited and balance amount, if any, shall be refunded without any interest after deducting the delayed payment interest or penalty on the installment within 90 days. The “Developer Promoter” however, may condone the delay in its absolute discretion by charging penal interest at 1%+ SBI rate of MCLR. Any of the notice shall be sent to the address of the First Applicant only.

10. If the booking for any reason is withdrawn/cancelled by the Applicant(s)/Allottee, then 10% of the Total Sale Price of the unit will be forfeited and balance amount, if any will be refunded without any interest after deducting late payment interest/penalty on installment/s.

11. In case “Developer Promoter” is forced to abandon the said project due to force majeure circumstances or for reasons beyond its control, it shall refund the amount paid by the Applicant(s) without any interest.

12. The Applicant(s) agrees that in case due to any change in the lay-out plan/building plan of the said Complex or due to any reason whatsoever the said Unit ceases to be preferentially located, then only the amount of PLC, paid by the Applicant(s) shall be refunded without any interest thereon and such refund shall be made/adjusted in the last installment as stated in the schedule of payments of the said Unit becomes additionally preferentially located, the Applicant(s) shall pay additional PLC to the “Developer Promoter”, as applicable and in the manner as demanded by “Developer Promoter”.

13. The Applicant(s) acknowledges that the “Developer Promoter” has provided all the information and clarifications as required by the Applicant(s) and that the Applicant(s) is fully satisfied with the same and the Applicant(s) has relied on his/her own judgment and investigation in deciding to apply for allotment of the Said Unit and has not relied upon and / or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by “Developer Promoter”, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said Complex / Said Unit / Said Building. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self-contained and complete in itself in all respects.

14. Notwithstanding anything contained in this Application, the Applicant(s) understand that the Application will be considered as valid only on realization of the amount tendered with this Application.

15. The Applicant(s) has fully satisfied himself about the nature of rights, title, interests of the “Developer Promoter” in the said project. The Applicant(s) agrees that the “Developer Promoter” has specifically made it clear that the construction will commence only after receipt of all the approvals from the competent authorities.

16. The Applicant(s) agrees and undertakes to pay all Government rates, taxes on land, municipal tax, property taxes, wealth tax, goods and services tax, any other Taxes and Cesses, excise duty, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, Municipal authority or any other government authority on the said Complex / Said Building / Said Unit or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the “Developer Promoter” and the determination of the share and demand shall be final and binding on the Applicant(s) till said Unit is assessed separately.

17. Stamp Duty, registration and incidental charges as well as expenses for the execution of the Agreement and Conveyance deed / sub-lease deed etc. shall be borne and paid by the Applicant(s).

18. The Applicant(s) shall make all payments within the stipulated time, as may be demanded by the “Developer Promoter” from time to time, without any reminders from the “Developer Promoter”, through A/c payee Cheque(s) / demand draft(s) in favour of “**ELEGANT IT SOLUTIONS PVT. LTD.**”.

Signature of Intending Allottee(s)

19. The Applicant(s), if a non-resident of India, shall be solely responsible for complying with the necessary formalities laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) made there under or any other statutory amendments / modifications made thereof and all other applicable law including that of remittance of payments, acquisition, sale, transfer of property etc. and provide the “Developer Promoter” with such permissions, approvals which would enable the “Developer Promoter” to fulfill its obligations under this agreement.
20. The Applicant(s) agrees that any payments towards EDC / IDC levied or any increase thereof by the Government or any other competent authority(s) shall be paid by him.
21. The “Developer Promoter” shall maintain all services in good order and in good shape for a minimum period of one year or the extended period as may be necessitated after the date of completion of internal development and thereafter develop a system by which the long-term maintenance of the area, services, building shall be ensured. In order to provide necessary maintenance services, upon the completion of the Said Complex / the maintenance of the Said Complex / may be handed over to the Maintenance Agency. The Applicant(s) agrees to execute Maintenance Agreement. The Applicant(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Developer Promoter / Maintenance Agency reserves the right to change, Modify, amend any one or more of the terms and conditions and / or impose additional conditions in the Maintenance Agreement at the time of its final execution.
22. The Applicant(s) may obtain finance from any financial institution / bank or any other source but the Applicant's obligation to purchase the Said Unit pursuant to this Agreement is not to be contingent on the Applicant's(s) ability or competency to obtain such financing and the Applicant(s) will remain bound under this Agreement whether or not the Applicant(s) has been able to obtain financing for the purchase of the said unit. Refusal to sanction loan or financial assistance by a particular institution / bank shall not be an excuse for non-payment of further installments / dues under this agreement.
23. The “Developer Promoter” shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge / mortgage of the / Said Complex / Said Land subject to the condition that the Said Unit shall be free from all encumbrances at the time of execution and registration of Sub-Lease Deed. The “Developer Promoter” / financial institution / bank, as the case may be, may always have the first lien / charge on the said Unit for all their dues and other sums payable by the Applicant(s) or in respect of any loan granted to the “Developer Promoter”.
24. The Applicant(s) shall not use the Said Unit for any purpose other than as mentioned in the agreement of the unit, or use the same in a manner that may cause nuisance or annoyance to other Said Unit owners or residents of the Said Complex, or for any illegal or immoral purpose.
25. The “Developer Promoter” shall deliver the possession of the completed unit to Applicant(s) in period as specified in **RERA** registration. In case, the flat is completed before the scheduled date of completion, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in the payment plan.
26. The detailed terms and conditions shall form part of agreement and shall supersede any previous document including this application form, brochure, advertisement etc.
27. In case there are joint Applicant(s) all communications shall be sent by the “Developer Promoter” to the Applicant whose name appears first and at the address given by the Applicant which shall for all intents and purposes be considered as properly served on all the Applicant(s).

Signature of Intending Allottee(s)

28. All notices to be served on the Applicant(s) shall be deemed to have been duly served if sent to the Applicant(s) by registered/speed Post at his respective addresses as specified by him in the application and it shall be the duty of the Applicant to inform the “Developer Promoter” of any subsequent change in his address by registered / speed post failing which all communications and letters posted at previous address shall be deemed to have been duly received by the Applicant(s).

29. For all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deem to have been modified and read suitably whenever Applicant(s) is a joint stock Developer or any other body corporate or organization or an association except as the context otherwise requires.

30. The Applicant(s) agrees that the Landowning Companies / Developer Company shall have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangement as may be decided by the “Developer Promoter” without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.

31. The applicant(s) agree that the allotment of the Said Unit is not assignable nor the name of the Applicant(s) can be added / substituted and / or deleted. However, the “Developer Promoter” may, at its sole discretion, on such terms and conditions and subject to applicable laws and notifications or any governmental direction, permits the Applicant(s) to get the name of his nominee / transferee / assignee substituted, added and / or deleted in his place. The “Developer Promoter” at the time of granting permission may impose such terms and conditions and transfer / administrative charges as per its discretion prevailing at the time of transfer. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such addition, deletion and / or substitution.

32. All or any disputes arising out of or relating to or concerning or touching this application including the interpretation and validity of the terms thereof shall be referred by any party to a sole arbitrator who shall be appointed by the “Developer Promoter” and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendment / modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi.

33. The courts at Delhi alone and the Delhi High Court at New Delhi Shall have the jurisdiction in case of any dispute.

(I) _____
Sole/First Applicant

(II) _____
Co-Applicant

(III) _____
Co-Applicant

Place: _____

Date: _____

Signature of Intending Allottee(s)

