# APPLICATION FORM





## APPLICATION FORM FOR REGISTRATION OF A UNIT IN **"Commerce Business District "**, SECTOR 39, FARIDABAD, HARYANA.

Application No.\_\_\_\_\_

Date

Dear Sirs,

I/We wish to register for allotment of a Unit in your project viz. "Commerce Business District" situated at Sector 39 Faridabad, Haryana, ("the Project") under the Down payment \_\_\_\_\_/Time Linked payment plan \_\_\_\_\_ (tick one).

I/We hereby remit a sum of Rs.	(Rupees		
only) vide Cheque/No(s)	dated	drawn on	
in favour of "Shreeji Build	well Pvt Lte	d" as the registration amount.	

I/We agree that the allotment of the Unit in the upcoming project "*Commerce Business District*" shall become definitive only after the due information of the same by "Shreeji Buildwell Pvt. Ltd." in writing and shall be subject to the terms and conditions stipulated by "Shreeji Buildwell Pvt. Ltd." at the time of such information.

In the event of "Shreeji Buildwell Pvt. Ltd." accepting my/our application to allot a Unit, I/we agree to pay all further instalments of the sale price and all other monies/dues as stipulated in the payment plan communicated along with this application (which may be altered at the time of execution of the Buyers' Agreement) as explained to me by "Shreeji Buildwell Pvt. Ltd." and fully understood and accepted by me/us.

I/We agree to execute all the documents in the standard format provided by "Shreeji Buildwell Pvt. Ltd." as and when necessary for the allotment of the Unit in the upcoming project "*Commerce Business District*" and shall strictly adhere to all the terms and conditions stipulated by "Shreeji Buildwell Pvt. Ltd." from time to time.

The said Unit shall be deemed to be allotted to me only after I/we execute the buyers' agreement on the standard format provided by "Shreeji Buildwell Pvt. Ltd." ("Buyers' Agreement") after carefully understanding, agreeing and undertaking to abide by the terms and conditions laid down therein and all the implications thereof and after understanding my/our obligations and liabilities and the obligations and liabilities of "Shreeji Buildwell Pvt. Ltd." as set forth in the Buyers' Agreement.

I/We agree that the Buyers' Agreement shall not be binding upon "Shreeji Buildwell Pvt. Ltd." until executed by "Shreeji Buildwell Pvt. Ltd."

I/We agree that the registration and subsequent allotment of Unit is at the sole discretion of "Shreeji Buildwell Pvt. Ltd." and in case the 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 30(thirty) days from the date of notice regarding rejection of my/our application.

I/We agree that the allotment shall become final and binding upon "Shreeji Buildwell Pvt. Ltd." only after the acceptance by it of the signed Buyers' Agreement within a period of 30 (Thirty) days from the date of its dispatch by registered post, together with all the Annexures, draft tri-partite 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 "Shreeji Buildwell Pvt. Ltd.", then my/our application shall be treated as cancelled and an amount equivalent to 15% of the total cost of the unit considered as the earnest money shall stand forfeited without any notice/reminders.

#### My/Our particulars are given below:-

IRST / SOLE APPLICAN			
on / Wife / Daughter of Mr			
Date of Birth Pro	ofession	Designation	
Company /Firm Name /Resoluti	on date		PHOTOGRAPH
lationality			
esidential Status: Resident	Non-Resident	Foreign National of Indian Origin	
esidential Address			
legd. Office address (in case of	Company/ Firm)		
el. Res	Off	Mobile	
ax No	E-Mail ID		
larital Status		No. of Children	
come Tax Permanent Account	No /Ward No	Davas aut Nia	
ECOND APPLICANT	NO./ Ward No	Passport No	
ECOND APPLICANT 1r./ Mrs./ Ms on / Wife / Daughter of Mr			
ECOND APPLICANT 1r./ Mrs./ Ms on / Wife / Daughter of Mr Date of Birth Pro	ofession	Designation	PHOTOGRAPH
ECOND APPLICANT Ir./ Mrs./ Ms on / Wife / Daughter of Mr Date of Birth Pro Company /Firm Name /Resoluti	ofession on date		
ECOND APPLICANT Ir./ Mrs./ Ms on / Wife / Daughter of Mr Date of Birth Pro Company /Firm Name /Resoluti Vationality	ofession on date	Designation	
ECOND APPLICANT Ir./ Mrs./ Ms on / Wife / Daughter of Mr Date of Birth Pro Company /Firm Name /Resoluti Jationality esidential Status: Resident [	ofession on date Non-Resident	Designation Foreign National of Indian Origin	
ECOND APPLICANT 1r./ Mrs./ Ms on / Wife / Daughter of Mr Date of Birth Pro	ofession on date Non-Resident	Designation Foreign National of Indian Origin	
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I/We have gone through the above terms and conditions and have understood them and I/we hereby record my/our acceptance thereof.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

		REQUIRED FOR ALLOT	MENT	
Unit No, Floor	, in Tower	Super Area of Unit		square metre)
Parking Space(s)	at	_		
UNIT PRICE				
		(perSquare mete		
Preferential Location Charge	e (PLC) on	per square feet (per	square met	ter)
External Development Charge	ges (EDC) @	per square feet (	per square mete	r)
<ul> <li>Infrastructure Development</li> <li>Parking Space Charges Rs</li> </ul>	Charges (IDC) @	per square feet ees	(per square )	meter)
Tarking space charges its.				
PAYMENT PLAN OPTED	INSTALMENT	DOWN PAYMENT		
Note:				
	emand Draft/Bankers (	Cheque(s)/Pay Order(s) only di	rawn in favour of "SHRE	
PVT. LTD." payable at Gurga				,
2. Allotment to Non Residents	-	• •	•	
3. For Non Residents/Foreign I				•
own sole responsibility.	in Exchange Manageme	ent Act 1999 (FEMA) or any oth	her statutory enactment	s shall be their
own sole responsibility.				
Declaration				
l/We, the Applicant(s), do hereby		••		
above particulars/information/de				
any false or misleading information		licant(s), the Seller shall be enti	itled to cancel the allot	nent and forfeit the
amount deposited by the applica	nt(s)			
Yours Faithfully,				
<i></i>				
Signations of Solo/Einst Applicant			Signature of Soco	nd Applicant (if any)
Signature of Sole/First Applicant			Signature of Seco	nd Applicant (if any)
Signature of Third Applicant (if ar	ıy)			
	FOR			
	FUR	OFFICE USE ONLY	Application: Acc	
	Re	gistration of Unit		
Unit No, Floor	, in Tower	Super Area of Unit	Square feet (	square metre)
Deuling Space(a)				
Basic Price @ Rs	per square feet (	(perSquare mete		,
Preferential Location Charge				
External Development Charge     Infrastructure Development				
<ul> <li>Infrastructure Development</li> <li>Parking Space Charges Rs</li> </ul>	(Rup	ees	only.)	neter)
PAYMENT PLAN OPTED (√ tic	к one) DOW		ICTION LINKED PAYM	IENT SCHEDULE
MODE OF BOOKING				
		Authorised Sales	Organizer :	
Direct Business Develop	oment Associate (BDA)	-		AN
If BDA details			REALTO	JRS

If BDA, details	
Special Instructions/Remarks	

Signature (Receiving Officer)



Signature (Inventory)

Business Development Associate's Seal

# SCHEDULE – I

# BROAD TERMS AND CONDITIONS FOR REGISTRATION OF UNIT IN "Commerce Business District", SECTOR 39, FARIDABAD, HARYANA.

The terms and conditions given below are only indicative to enable the Applicant acquaint himself/herself/themselves/itself with the terms and conditions which shall be comprehensively set out in the Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out herein below in so far as they are inconsistent with the Buyer's Agreement:

- I The Applicant(s) has(ve) made this application for the allotment of a Unit with full knowledge of and subject to all the laws, bye-laws, statutes, notifications, rules and regulations applicable to the area where the Unit is proposed to be situated, and which have been 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 Unit is being constructed and has fully understood all limitations and obligations in respect thereof. The Applicant(s) agrees that there will not be any further investigations or objections by him/her/them/it in this respect.
- 3 The Intending Allottee(s) acknowledges and the Company has fully discloses that the title and requisite approvals including but not limited to license obtained for the Project obtained is for commercial complex.
- 4. The Applicant agrees to pay the price of the Unit and other charges as mentioned in the Application form, Preferential Location charges per square feet (PLC), and any other charges or levies as applicable as per the Competent Authority or as informed by the Company. It is further understood by the Applicant that the calculation of all the charges applicable shall be more clearly defined in the Buyers' Agreement and upon execution of the Buyers' Agreement, the method of payment stated therein shall become binding upon the parties to the Buyers' Agreement.
- 5. 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 Unit, the "Commerce Business District" 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 Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant, his/ her legal representatives, successors, administrators, executors, assigns etc
- 6. The Unit applied for, along with the Building, shall be subject to the Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each Unit owner in the common areas and facilities, as specified by the Company in the declaration which may be filed by the Company in compliance of Haryana Apartment Ownership Act 1983, shall be conclusive and binding upon the owners of the Unit(s) and the Applicant confirms that his right, title and interest in the concerned Unit/ building in the Project shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 shall be in strict consonance with other clauses contained herein.
- 7. The Applicant(s) has(ve) seen and accepted the plans, designs, specifications which are tentative and the Applicant(s) is/are making application for allotment with the full knowledge about the building plans, proposed specifications, location of the Unit, buildings, floor plans 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 of the 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 of his/her/their/its acceptance of various lay-out plans of the said Unit to be situated in the Building/Complex and specifications, signed and executed the Annexures attached, which forms part and parcel of this application and shall also form a part of the Buyer's Agreement and the Applicant(s) 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.
- 8. The Applicant(s) has/have made the application with full knowledge that the plans for the Building in which the Unit applied for will be located are/may 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 refund all amounts received without any interest. That upon receipt of such refund, the Applicant(s) shall not have any further rights, claims, demands etc. against the Company 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 and shall be free to deal with the said unit in any manner it may deem fit.
- 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 Unit, change in the no. of the Unit/or change in its dimensions or change in the height of the building or change in its area. The Applicant(s) understand that to implement any or all of

the above changes, supplementary agreement(s), if necessary, will be executed and agrees to 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 Unit was booked and as a consequence of such reduction or increase in the super area, the Company shall 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 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 Buyer's Agreement, which may be located anywhere in the said proposed "Commerce Business District" Complex, at the sole discretion of the Company. It is further understood by the Applicant(s) that the calculation of Super Area of the Unit shall be more clearly defined in the 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 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 proportionate development charges with regard to State/National highways, transport, and power facilities. etc, whether levied or leviable now or in future on the Unit or the "Commerce Business District" 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") and Infrastructure Development Charges (IDC), pro-rated per Unit as applicable to this site. Further any future upward revision thereof by the government agencies shall be recovered from the Applicant(s) on pro-rate 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 15% of the sale price as earnest money to ensure due fulfilment, by the Applicant(s) of all the terms and conditions as contained herein and in the Buyer's Agreement.
- 15. The Company and the Applicant(s) hereby agree that the money for the purpose of the application and Buyer's Agreement shall be per 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-fulfilment of any of the terms and conditions herein contained and those of the Buyer's Agreement as also in the event of failure by the Applicant(s) to sign and return to the Company the 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 Buyer's Agreement and the Maintenance Agreement with the designated maintenance agency:
  - (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").
  - (b) Further, the Applicant, upon completion of the said 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 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 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 Unit in respect of any such non-payment of shortfall/increase, as the case may be.
- 17 (a) The Company shall make all efforts to apply for the Occupation Certificate of the Project within Forty Two (42) months from the date of signing of the Buyer's Agreement, subject to certain limitations as provided in the Buyer's Agreement and the timely compliance of the provisions of the Buyer's Agreement by the Applicant(s). The Applicant(s) agrees and understands that the Company shall be entitled to a grace period of hundred and eighty (180) days, after the expiry of thirty Six (36) months, for applying and obtaining the Occupation Certificate in respect of the said "Commerce Business District" Complex. The Company, on obtaining the Occupation Certificate and subject to the Applicant(s) having complied with all the terms and conditions of the Buyer's Agreement, shall handover the Unit to the Applicant(s) for his/her/their/its occupation and use or as provided in Buyer's Agreement.
- 17 (b) Further, it is agreed by the Applicant(s) that in the event of the failure of the Applicant(s) to take the possession of the said Unit upon being intimated about the same by the Company and in the manner as specifically described in the Buyer's Agreement, the Company shall have the option to cancel his/her/their/ its allotment and avail of the remedies as stipulated in the Buyer's Agreement or the

Company may, without prejudice to its rights under any of the clauses of the Buyer's Agreement and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the said Unit in the manner as stated in that clause on the condition that the Applicant(s) (UNIT INTENDING ALLOTTEE(S) at the state) shall pay to the Company holding charges @ Rs. 10/- per sq. ft. of the super area of the said Unit till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant(s) agrees that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc which shall be at the risk, responsibility and cost of the Applicant(s).

- 18. It is specifically agreed and understood by the Applicant(s) that the Company may at its sole discretion decide not to allot any or all 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 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.
- 19. 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 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 Unit allotted to him/her/them.
- 20. The Applicant(s) agrees and undertakes that he/she/they/it shall become a member of any association/society of said "Commerce Business District" Complex as may be formed by the Company on behalf of Unit Buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
- 21. The Applicant(s) agree and understand that time is the essence with respect to their obligations to pay the sale price as provided in the payment schedule 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 Buyer's Agreement. 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).
- 22. In case of delay of fourty five (45) 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 allotment/Agreement and forfeit the earnest money. The Company shall also be entitled to charge interest @ 18% p.a. from the due date of installment, 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 allotment/ agreement, and enforce all the payments and seek specific performance of the Buyer's Agreement. In such a case, the Parties agree that the possession of the 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.
- 23 The Applicant(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/ charge/securitisation of his/her/their respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the 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 Applicants(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 Unit in favour of the Applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions/banks.
- 24 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 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 nonpayment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).
- 125 It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Unit it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply 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 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 Buyer's Application or Buyer's Agreement. Any refund, transfer of security if provided in terms of the 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. 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.
- 26. 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/allotment of the said Unit applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant only.
- 27. The Applicant has specifically acknowledged with the Company that the allotment of the Unit shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Unit and such other conditions as per the applicable laws
- 28. The Applicant shall use and occupy the Unit in such manner and mode as may be provided in the Buyers' Agreement.

- 29. The Applicant(s) has/have specifically agreed with the Company that the allotment of the Unit shall be subject to strict compliance of byelaws, rules etc. that may be made by the Company for occupation and use of the Unit and such other conditions as per the applicable laws. The allotment shall also be subject to the recitals as incorporated in the declaration to be read 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 be considered as served on all the applicant(s). The applicant(s) has agreed to this condition of the Company.
- 30. The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in the 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).
- 31. The Applicant(s) agrees that the provisional allotment of the Unit as well as the allotment thereafter of the Unit shall be subject to force majure 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 Unit.
- 32. 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, transfer charges as applicable from time to time for the purpose of such substitution / nomination / transfer.
- 33. Upon execution of the Buyers' Agreement, the terms and conditions, as set out in the Buyers' Agreement, shall supersede the terms and conditions as set out herein.
- 34. The Company reserves the right to transfer ownership of the Project "Commerce Business District" in whole or in parts to any other entity such as a partnership firm, 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 in its sole discretion and the Applicant undertakes that he shall not raise any objection in this regard.
- 35. 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.

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 Buyer's Agreement which shall supersede the terms and conditions set out in this application.

Date	I
Place	2

3.

Signature of the Applicant(s)

## Documents to be submitted along with the Application Form

Mandatory to affix passport size photograph in designated area's in the Application form towards all mentioned below categories:

#### **Resident of India**

- Copy of PAN Card
- Photograph in all cases
- Any other document/ certificate as may be required by the Company

#### **Partnership Firm**

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- In case of one of the Partner signing the document on behalf of other Partners an authority letter from other Partner authorizing the said person to act on behalf of the Firm

#### **Private Limited Company**

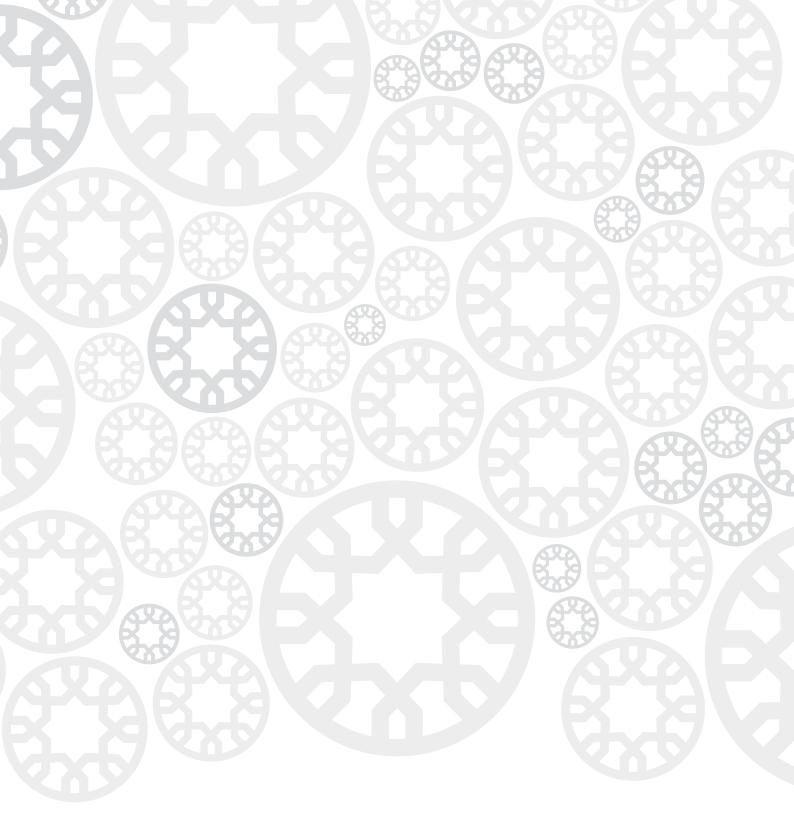
- Copy of the PAN Card of the Company
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the Application Form to buy property, on behalf of the Company

#### **Hindu Undivided Family**

Copy of PAN Card of HUF

### NRI/ Foreign National of Indian Origin

- Copy of the Individuals 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 Applicant
- In case of 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



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