

**APPLICATION CUM BOOKING FORM FOR CONVENIENT SHOPS IN COMPLEX
“KINGS AVENUE” AT PROJECT KINGSWOOD COURT.**

To,
KINGSWOOD INFRASTRUCTURE PVT.LTD
GH-06, Crossing Republik,
Ghaziabad, (U.P.).

Dear Sir,

I/We request that My/Our Application may be registered for booking of a Convenient Shop (herein after referred to as “said Unit”) in complex known as ‘**KINGS AVENUE**’ in your Project “**Kingswood Court**”, being developed and constructed by your Company at Plot NoGH-06, Crossing Republik, Ghaziabad, (U.P.) .

I/We have clearly understood that the Application does not constitute an Agreement to sell and I/We do not become entitled to the provisional and/or final Allotment of Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the earnest money/part of earnest money tendered with this Application.

I/We, agree to sign and execute as and when required by the Company (after the confirmation of allotment), the Allotment Letter/ Convenient Shops Allottee Arrangement(s) /Agreement // Sale/Conveyance Deed on the Company's standard format. I/We have read and understood the contents of this Application Cum Booking Form (hereinafter “Application” or “Application Form”). Further, I/We agree to abide by all the term &conditions laid down in this Application Form.

I/We, hereby state that I am submitting this Application Form with full knowledge of the Said Project **KINGS AVENUE @ “Kingswood Court”** and after having read, understood and considered the “Terms & Conditions”, the Government Rules & Regulations vis-à-vis the Said Project, which shall ipso-facto apply on me/us and specifically record my/our acceptance thereto with my independent judgment of the project, free Will and without any persuasion allurement from the Developer.

I/We undertake to inform the “Developer” of any change in my/our address or in any other particular/information given above, failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the “Developer” shall be deemed to have been received by me/us. I have read and signed all the pages of this Application Form and broad terms and conditions attached herewith after having fully understood the contents thereof.

I/We remit herewith a sum of Rs. _____ (_____ Only)
by Bank Draft/ Cheque No. _____ Dated _____ drawn on _____

Payable at **NOIDA** towards the Booking Amount/Earnest Money or part there-of for the “said Unit”.(All payments to be made through demand drafts and cheque(s) to be drawn in favor of “**KINGSWOOD INFRASTRUCTURE PVT.LTD.**”).

I/We further agree to pay the installment of basic cost and allied charges as stipulated/ demanded by the Company and/or as contained in the Payment Plan opted by me/us and/or as mentioned in the Application Form. Signatures of all applicant(s) as a token of acceptance of all terms and conditions.

Place: _____, Date: ____/____/____

Signature of First Applicant.

Signature of Second Applicant.

My/Our particulars as mentioned below may be recorded for reference and communications:

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1. **First Applicant:** Mr. / Mrs. / Ms. / M/s (to be filled in Caps):

2. Son / Wife / Daughter of Mr./ Mrs. (to be filled in Caps) :

3. Date of Birth / Date of Incorporation: _____

4. Date of Marriage Anniversary: _____

5. Profession/ Constitution of Firm _____

6. Occupation (please tick): Employed: _____ Self Employed: _____ Professional: _____

7. Residential Status (please tick): _____ Resident: _____ Non -Resident India: _____ Foreign National/PIO: _____

8. Nationality _____

9. Mailing Address(Res.) : _____

Pin Code: _____

Permanent Address (Res.) : _____

Office Address : _____

10. Telephone _____ (Off.) _____ (Res.) _____

11. Mobile _____ Fax No. _____

12. E-mail _____ 13. Marital Status _____

14. Income tax PAN _____

15. Passport No./Voter Card No. / Driving License No. _____

Second Applicant:

1. **Mr. / Mrs. / Ms. / M/s (to be filled in Caps):**

FIX PHOTO
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2. Son / Wife / Daughter of Mr. / Mrs (to be filled in caps)

3. Date of Birth / Date of Incorporation: _____

4. Relation with first Applicant: _____

5. Profession/ Constitution of Firm _____

6. Occupation (please tick): Employed: _____ Self Employed _____ Professional _____

7. Residential Status (please tick): Resident: _____ Non-Resident India: _____ Foreign National/PIO: _____

Signature of First Applicant.

Signature of Second Applicant.

8. Nationality _____

9. Mailing Address (Res.) : _____
Pin Code: _____

Permanent Address (Res.) : _____
Pin Code: _____

Office Address _____

10. Telephone: _____ (Off.) _____

11. Mobile: _____
Fax No: _____

12. E-mail _____ 13. Marital Status : _____

14. Income tax PAN _____ 15. Passport No./Voter Card No. / Driving License: No. _____

Name of the Project: 'KINGS AVENUE' @ "KINGSWOOD COURT"

Unit No. _____ Measuring Area (Approx.) _____ sq. ft. super area.

Floor: _____ (if applicable)

Payment Plan option:

1. Down Payment Plan: _____ 2. Flexi Payment Plan: _____ 3. Super Flexi Payment Plan _____

2. Basic Sale Price _____ (Per Sq. mtr.) or _____ (Per Sq. ft.)

Floor PLC (subject to availability) _____ (Per Sq. mtr.) or _____ (Per Sq. ft.)

Any Other Remarks _____

I/We the above named Applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/We agree that any Allotment based on this Application shall be subject to fulfillment of the Basic Term and Conditions laid down in this Application Form.

I/We shall abide by all the Term and Conditions, and the Payment Plans laid down in this Application Form, and which shall ipso-facto be applicable to my/our legal heirs and successors.

Date: _____

Signature of All Applicant(s) _____

Place: _____

Signature of First Applicant. _____

Signature of Second Applicant. _____

Name of the Broker/ Property Consultant

Address of the Broker/ Property Consultant

Contact Details of the Broker/Property Consultant

Signature of the Broker/Property Consultant

(Please affix your Company Stamp/Seal)

DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for the provisional allotment of "said Unit" is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed there from. In case of any false or misleading information provided by the Applicant(s) with intentions to cause unlawful loss to the "Developer" or unlawful gain to the Applicant(s), the Developer, without prejudice to its other rights, shall be entitled to treat this application as cancelled and forfeit the amount deposited by the Applicant(s).

Yours faithfully,

Signature of Sole/First applicant

Signature of Sole/Second applicant

Date: _____ Place: _____

FOR OFFICE USE

Signature of First Applicant.

Signature of Second Applicant.

- (I) Application: Accepted / Rejected _____
- (ii) Provisional Registration of "Convenient Shop"
- (a) Tentative Unit No. _____ Floor _____
- (Strike out whichever is not applicable)
- (b) Area of unit _____ Sq. Ft. _____ Sq. Mtrs _____
- (c) Basic Sale Price @ Rs. _____ Sq. Mtr. _____ Sq. Ft. _____
- (d) External Electrification Charges (EEC) Rs. _____
- (iii) Payment Plan: _____
- (iv) Type of Account: _____
- (v) Booking amount received vide Receipt No. _____ dated _____ Rs. _____ (Rupees Only)
- (vi) Mode of Booking: _____
- (vii) Application received through: _____
- (viii) Special instruction / remarks: _____
- Indicate Type of Account of Applicant(s) (NRE/NRO A/c for Foreign Nationals)
- Application Processed by _____ Date _____ Place _____
- Accounts Prepared/Checked by _____ Date _____ Place _____

Authorized Signatory

DEVELOPER/COMPANY

Term and Conditions for Booking / Allotment of CONVENIENT SHOPS in Complex known as 'KINGS AVENUE' at Project "KINGSWOOD COURT"

1. **KINGSWOOD INFRASTRUCTURE PVT.LTD** (herein referred to as the "Developer or the Company") is entitled to Construct, Develop, Sell, and manage various areas including the Convenient Shops' "**KINGS AVENUE**" in the Project known as "**KINGSWOOD COURT**" (hereinafter referred to as the "Project") and developing the convenient shops in Complex called as **KINGS AVENUE** in said project and the Developer has covenanted to inter-alia develop the Project on the Project Land and to deal with all matters concerning the same.

2. The Applicant(s) has made this application for provisional allotment of a Convenient Shop (hereinafter "said Unit") with full knowledge of specification and all the laws, rules, regulation, notifications etc. applicable to the area/city/state in general and for this Project in particular, which have been explained by the Developer and understood by the Applicant(s).

Signature of First Applicant.

Signature of Second Applicant.

3. The Applicant(s) undertakes to comply with all the requirements and compliances of GDA/Any other Competent Authority, The Applicant(s) shall not use the "said Unit" or permit the same to be used for any purpose other than purpose as sanctioned by the Prescribed Authority.

4. The Applicant(s) has represented that it has specifically understood and agreed that-

(a) The performance by the Developer of its obligations under these presents are contingent upon and bound to be regulated from time to time by applicable laws/ notifications/ Conditions as may be imposed by the concerned statutory Authorities/government.

(b) The Developer has readily provided, and the Applicant(s) has seen and received to its satisfaction all information and clarifications as required by the Applicant(s) and the Applicant(s) are applying for the "said Unit" with full knowledge of all the title, rights and interest of the Developer and Laws, Rules, Regulation, Notifications, etc. applicable to the Project.

(c) The Allotment of the "said Unit" shall be provisional and shall only be confirmed upon the execution of the proposed Convenient Shops Buyer Arrangement. The Allotment of the Unit shall be entirely at the discretion of the Developer. The ownership right of the Applicant(s) shall begin only after the full payment is made for Basic Sale Price and all other charges including statutory dues and also when the Registered Sale/Conveyance Deed/and all other agreements pertaining to "said Unit" have been duly executed amongst the Developer and the Applicant(s).

(d) The Applicant(s) confirms that this Application is irrevocable and cannot be withdrawn. However, if for any reason, Applicant(s) desire to withdraw or requests for cancellation of the allotment, he/she/its Shall be entitled to refund of that much of part payment only which remained with the Developer after the forfeiture of the earnest money of the "said Unit" paid by him/her/it.

(e) The Applicant(s) accepts that the Plans are tentative and the area/location of "said Unit" may be changed/ varied during the course of Construction to the extent of plus/minus +/- 5% to which the Applicant(s) shall not object.

(f) The Developer has acquired/purchased major portion of Project Land by way of purchase of FSI and the "said Unit" forms part and parcel of the FSI purchased by the Developer.

5. The Applicant(s) has demanded from the Developer and Developer has allowed inspection of various approvals, licenses, ownership records and all other documents relating to the title and rights of the Developer. In the Project including "said Unit". The Applicant(s) has agreed that there shall be no further investigation/objection by him/her/them in this regard and further that he/she/it is fully satisfied of the rights, title and interest of the Developer and acknowledge that the Developer has readily provided all information/ clarification required by him/her/them.

6. The Applicant(s) agrees that an amount equivalent to 20% of the Basic Sale Price of the "said Unit" shall be construed as Earnest Money paid along with this application. The Applicant(s) further agrees and undertakes to pay the BSP, in the manner and in accordance with the time schedule provided in the Payment Plan, and failure to pay amount as per the schedule of Payment Plan, within the specified dates shall make the Applicant(s) liable to pay simple interest @ 18% per annum till the date of actual payment of due and outstanding amount.

7. That the schedule of the installments under Payment Plan chosen shall be final and binding on the Applicant(s). It is made clear that the time for Payment is the essence of Allotment. The Developer will record the details of all payments received by it from Applicant(s) in its records. The Applicant(s) is required to keep the Developer's acknowledgement receipts in safe custody for future references relating to payments.

8. That the Allotment Letter if any issued by the Developer allotting the Unit in the Said Project, shall be binding on the Applicant(s) and the Applicant(s) shall be bound to purchase the "said Unit" and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Convenient Shops Buyers

Signature of First Applicant.

Signature of Second Applicant.

Arrangement, within stipulated time from the date of offer of Allotment and/or from the date of communication regarding offer of Allotment by the Developer. It is specifically understood by the Applicant(s) that upon execution of the Convenient Shops Buyers Arrangement, the term and conditions as set out in the Convenient Shops Buyers Arrangement shall supersede so far as they are in conflict it with the term and conditions as set out in this Application Form.

9. The Applicant(s) agrees and acknowledges that the "Developer" is under no obligation to send demands/reminders for payments of the Installment/balance consideration. It is clarified that it is the responsibility of the Applicant(s) to pay the Installment/balance consideration as and when the same shall fall due in accordance with the respective Payment Plan applicable to the "said Unit" allotted to the Applicant(s). However, in case the construction linked Payment Plan is opted by the Applicant(s), the status of construction shall be intimated to the Applicant(s) in the Demand/Call raised by the "Developer" from time to time.
10. The Applicant(s) understands and agrees that said Application is on provisional basis and that Developer may at its sole discretion decide not to allot any unit in the said Project to the Applicant(s) or may decide not to allot any of the Unit to anybody or altogether decide to abandon the said Project itself at any time before the execution of Convenient Shops Buyer Arrangement. The Applicant(s) shall not have a right to raise any dispute and claim any right/title/ interest on the ground of acceptance of its Application and receipt of the Booking Amount by the Developer along with Application form from the Applicant(s). In such cases, the only remedy available to the Applicant(s) shall be to get the refund of the entire Amount paid by him/her/it to the Developer without any interest.
11. That the Developer subject to force majeure conditions as mentioned under this Application Form & Convenient Shops Buyer Agreement shall make its endeavor to handover the possession of the "said Unit" within the stipulated time. A written intimation after the completion of the "said Unit" shall be sent to the Applicant(s) to take the physical Possession of his/her/its "said Unit" provided he/she/it has paid entire sale consideration/installments of the "said Unit" in time and after he/she/it has complied with all the formalities as mentioned in said Letter of Possession including obtaining NO Dues Certificate from the Accounts Department of the Developer/Company. In the event of failure on the part of the of the Applicant(s) to take Possession of the "said Unit" within the time period as mentioned under the intimation/letter of possession or by such date as intimated in written by the Developer, the Applicant(s) shall be liable to pay to the Developer holding charges at the rate of Rs. 10/- per sq. ft. per month. The purpose for imposition of this charge is to ensure and secure the occupancy of the "said Unit" at the earliest which is the sole object of the Developer. It is hereby clarified that these holding charges shall be independent of all dues and charges specified hereunder for the "said Unit". Where Applicant(s) omits, fails, refuses and/or neglects to take possession of the "said Unit" from the "Developer" for any reasons whatsoever, the "said Unit" shall be held by the "Developer" at the risk and cost of the Applicant(s). The Applicant(s) further undertake to pay penalty charges and or any other charges in addition to holding charges, which may be imposed by any concerned authority on account of delay in taking over the possession and/or execution of the Sale/Conveyance Deed of the "said Unit".
12. The Applicant(s) has seen and accepted the scheme of development of the project, its building plans, designs, specifications, which are tentative and the Applicant(s) is making this Application with full knowledge about the Layout Plans, proposed specifications, and other terms and conditions. However, the same may be changed, altered, modified, revised, added, deleted, substituted or recast as the Developer may consider necessary and/or as may be directed by the Competent Authority and/or Architect at any time even after the layout plan/building plan for the Project are sanctioned. The Applicant(s) has also seen the broad specifications and information with regard to the project which is tentative and the Developer may make such variations and modifications 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/its consent to such variations and modifications.

Signature of First Applicant.

Signature of Second Applicant.

13. That the Applicant(s) hereby authorizes and permits the "Developer" to raise finance, loan from any financial institution/ bank by way of charge, mortgage, securitization of receivable or any other mode or manner by charge or mortgage of land of the Said Project including "said Unit", subject to the condition that the "said Unit" shall be free from all encumbrances at the time of execution of Sale/Conveyance Deed.
14. That the Applicant(s) has/ have understood and agreed that the computation of the "Basic Sale Price of the "said Unit" does not include any recovery or payments towards Land used for services, running and operation of common amenities and facilities, community buildings/sites, Club, other recreational and sporting activities. It is further agreed and understood by the Applicant(s) that BSP does not include charges towards EDC/IDC, conversion charges, power backup charges, Interest Free Maintenance Security (IFMS), CAM Charges, Township Maintenance Charges, Electric Meter Charges, External Electrification charges, Electricity connection charges and any statutory levies/taxes mentioned elsewhere in this Application along with applicable interest if any etc. which shall be over and above the Basic Sale Price and shall be payable by the Applicant(s) to the Developer immediately upon demand as and when raised by the Developer. It is further agreed and understood by the Applicant (s) that all the charges towards running services (like electricity and regular maintenance) shall be paid by the Applicant(s) through pre-paid electric meter and to which the Applicant(s) shall be get liable to recharges at this own cost and risk.
15. That it is further agreed and accepted by the Applicant(s) that he/she/it shall never block or encroach upon any road /common rasta/way merging into Group Housing complex and forming part of the layout of the Project in any manner and for any purpose whatsoever. It is further agreed and accepted by the Applicant(s) that he/she/it shall not be permitted to construct anything on the terrace of the "said Unit" as this is sale of the property "without any roof rights". However, the Developer shall have the right to explore the terrace of "said Unit" for carrying out construction of further Units in future in the eventuality of any change in the F.A.R./any other Rules/Bye-Laws of the Authority or for any other reason whatsoever.
16. The cost of electric, sewer and water connection is also not included in the aforesaid Basic Sale Price of the "said Unit" and shall be payable by the Applicant(s) in addition to Basic Sale Price of "said Unit". Further, the Applicant(s) shall pay on demand as and when raised by the Developer, the amount of such charges, to be determined at the time of providing electric, sewer and water connection and any other connection of a service which the Developer may provide from the main line/distribution point till main supply point of the said Unit. However, installation of internal wiring, fitting and fixtures inside the said Unit and the costs for procuring the said installations, fittings & fixtures is not included in the total sale consideration of said Unit and the applicant(s) shall at its own liability and cost manage to procure and install any such internal fittings, fixtures and wirings
17. The Applicant(s) agrees to pay the preferential location charges (PLC) as applicable for preferential location of "said Unit", which shall be over and above the Basic Sale Price (BSP). The Applicant(s) has specifically agreed that due to any change in the layout plans, Building Plan the "said Unit" ceases to be in a preferential location, the Developer shall be liable to refund only the amount of preferential location charges paid by the Applicant(s) and such refund may be adjusted in the installment as stated in the payment plan. If due to any change in the layout plan, Building Plan the "said Unit" becomes preferentially located, then the Applicant(s) shall be liable and agrees to pay as and when demanded by Developer in writing, the preferential location charges as stated.
18. That in the event of any increase/enhance in amount of compensation for acquisition of land, govt/statutory dues and any fresh taxes, service tax, cess, levy etc, being imposed by Government/Semi-Government Body / Statutory Authority/GDA and /or on account of decisions of Courts/Tribunals along with interest if any, shall be payable by Applicant(s) on pro-rata basis, who unconditionally agrees and undertakes to pay the same to the "Developer" upon demand and/or directly to the concerned Government Authority, as applicable, whether levied with prospective or retrospective effect. Further, the Applicant(s) has been informed by the "Developer"

Signature of First Applicant.

Signature of Second Applicant.

that the Government usually revises its aforesaid charges from time to time, even after the execution of the appropriate document of transfer i.e. Sale/Conveyance Deed and also raises the demand for the same upon the "Developer". In such an eventuality the Applicant(s) unconditionally agrees and undertakes to reimburse/ pay the same along with interest thereon, if any, as and when demanded by the "Developer". Further it is expressly agreed and understood by the Applicant(s) hereto that in the event of any failure of Applicant(s) or subsequent transferee(s) in making payment of such demand to the "Developer", the same shall be treated as unpaid consideration against the "said Unit" herein agreed and the Applicant(s) agrees that the "Developer" shall have unfettered right and entitlement to recover the said amount along with interest from the Applicant(s) or the subsequent transferee(s) of the "said Unit".

19. Tax, "Taxes" or "Taxation" for the purpose of this document shall mean and include but are not limited to all forms of taxation, charges, duties, levies, cess, fees, value added tax, GST, customs and excise duties, service tax, capital tax and other legal transaction taxes, stamp duty, registration charges, real estate taxes, house tax and other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.
20. It is understood and agreed by the Applicant(s) that making payment of Basic Sale Price and other charges/payments as aforesaid in accordance with the Payment Plan and payment of Common Area Maintenance Charges, township maintenance charges and other charges on due dates as per the call notices or otherwise together with applicable simple interest at the rate of 18% per annum if any, is the essence of allotment arrangement. In the event, the Applicant(s) fails to make payment on due dates as aforesaid and is in default for a period exceeding 1(one) month, the "Developer" shall have unfettered right to cancel the provisional allotment (even if the Convenient Shop Buyers Arrangement gets executed) and forfeit the earnest money/booking amount and also recover arrears on account of accrued interest, and any other expense or tax if so incurred and accordingly refund the balance amount if any, to the Applicant(s).
21. That any communication/ commitment regarding booking/Allotment in the Project made by the Broker/ Agent /Employee of the Company etc. before the date on which this Application is signed by the Applicant(s) will not be applicable/effective in any circumstances. The Developer shall not be responsible in any circumstances for the consequences of any nature, which may arise out of the communication/commitment made by the Broker/Agent /Employees of the Company etc. It is agreed and understood by the Applicant(s) that he has taken care of all communication/proposals/commitments before signing this Application. After signing this Application, all term and Conditions as mentioned in this Application Form are applicable for the purchase of the "said Unit" by the Applicant(s).
22. For all payments, the date of clearance of the demand draft/ pay order/cheque shall be taken as the date of payment. The dishonor of the demand draft/pay order/cheque for any reason, shall entitle the "Developer" to charge from the Applicant(s) an additional amount of Rs. 500/- (Rupees Five Hundred Only) towards loss of creditability, administrative & handling charges.
23. That the Developer will allow discounts offered by Broker/Agent to Applicant(s) only if it is mentioned on the Application Form and duly approved by the Developer. Further the Developer will not be responsible for any credit note issued to the Applicant(s) or any other commitment whether oral or written made by Broker/Agent/Any other staff or employee of the Developer/Company.
24. All the major common facilities will be completed only after completion of Construction; As such the Applicant(s) must take the possession of his/her their own Unit as soon as it is made available to him for Possession. The Applicant(s) should not be having any concern/issues and have no objection to the Developer constructing or continuing with the Construction of the remaining structures of the Project or other Building adjoining the Unit sold to the Applicant(s).

Signature of First Applicant.

Signature of Second Applicant.

25. That the Applicant(s) agrees and understands that if any dues /charges /taxes /fees etc., whichever is applicable on the part of the Applicant(s) and the same has not been demanded by the Developer, inadvertently by mistake or by ignorance and it came later to the notice of the Developer, then the same will be paid by the Applicant(s), as and when noticed and demanded by the Developer.

The Applicant(s) agrees and understands that the Total Price of the "said Unit" and other Charges are calculated on the basis of the Super Area/saleable area of the "said Unit" which includes the Covered Area of the "said Unit", the Area under the periphery walls, Proportionate Area under the common walls, the area utilized for common use, services and facilities. It is understood and made clear that the inclusion of Common Area under Super Area does not give any exclusive right and title to the Applicant(s). The applicant(s) further agrees and confirms that it shall have no objection, if the Developer uses the common area(s) reserved exclusively for the convenient shops for the purposes of marketing and/or to sell its products/project/other shops in complex by way of installing any advertisement signage, Kiosks in and around the convenient shops complex i.e. **Kings Avenue**.

26. The Developer shall undertake the Maintenance of the Project or "said Unit" either by itself and/ or through a Maintenance Agency appointed by the Developer (hereinafter referred to as the **"Maintenance Agency"**). For this purpose, the Applicant(s) agrees to sign a separate Maintenance Agreement which shall contain the full scope of maintenance of the Project including the complex of "said Unit" and shall pay the Maintenance Charges, IFMS, sinking fund, township maintenance charges as decided from time to time by the Developers and/ or the Maintenance Agency (calculated on the basis of Super Area of the "said Unit"). The liability to pay Maintenance Charges shall commence immediately on demand raised by the Developer or the Maintenance Agency as the case may be, to the Applicant (s), for the "said Unit" irrespective of the actual use or not of the maintenance services by the Applicant(s). Any delay in payment/Installment will render the Applicant(s) liable to pay interest @ 18% per annum.
27. The Developer shall not be responsible towards any third party, who has made payments, remittances to the Developer on behalf of the Applicant(s) and such third party shall not have any right or claim in the "said Unit" whatsoever on account of making any such payments. The Developer shall issue the Payment Receipt only in favour of the Applicant(s) in whose name the booking has been made.
28. The Applicant(s) may at its own cost, expenses and risk, arrange any Loan /Funds from any bankers or financial institutions to finance the purchase of the "said Unit". In case the Loan is not granted or is cancelled or withdrawn by the banker /financial institution on any ground whatsoever, the Applicant(s) shall not be entitled to any leverage or concessional treatment from the Developer. The Developer would not be a party in any case whatsoever, for any defaults of repayment of above said Loan/Funds taken by the Applicant(s) from Bankers/Financers. The Applicant(s) agrees that in case the Applicant(s) opts for a Loan arrangement with any Financial Institutions /Bank, for the purchase of the "said Unit", the sale deed of the "said Unit" in favour of the Applicant(s) shall be executed only upon the Developer receiving "No Objection Certificate" from such Financial Institution/Bank. The Applicant(s) /Allottee(s) have also undertaken to abide by and comply with all the laws, rules and regulations applicable to the "said Unit" /Project.
29. The Applicant(s) shall be solely responsible and liable for any financial assistance as may be required by him/her/it for acquiring the "said Unit". However, the "Developer" will assist the Applicant(s) in this regard as a gesture of goodwill but not under any obligation. Though it is expressly agreed and understood but it is further to clarify that the "Developer" shall not at all be liable and/or responsible in case loan is not granted to the Applicant(s) by the Bank/ Financial Institution for purchase of the "said Unit" for any reasons whatsoever.
30. The Applicant(s) (in case of an NRI/PIO) agrees that he/she/it shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), Rules and Regulation of the Reserve Bank of India or statutory enactments or the amendments thereof and all other applicable laws etc and provide to Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any

Signature of First Applicant.

Signature of Second Applicant.

failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall be liable for such consequences as mentioned in the guidelines of RBI or as mentioned under law of FEMA. Apart from above, the Developer shall have the right to cancel the allotment after adjusting /Forfeiting Earnest Money and interest payable on unpaid amount etc.

31. Subject to Force Majeure and further subject to all the Applicant(s) of the "said Unit" in the Said Project making timely payment, the "Developer" shall endeavor to complete the development of Said Project in general and the "said Unit" in particular as far as possible within 12(Twelve) months from the date of execution of Convenient Shops Buyers Arrangement / or sanction/ approval of building plan etc. whichever is later (with the reasonable extension of 6 months).

For the purposes of the present transaction followed by execution of "Convenient Shops Buyers Arrangement", "Force Majeure" shall mean any event or circumstance or a combination of events and circumstances, whether occurred or likely to occur, which satisfies all or any of the following conditions:

- (i) Materially and adversely affecting the Said Project and/or the performance of an obligation of the "Developer" even after the "Developer" has taken due care, diligence and precautions; and are beyond the control of the "Developer";
- (ii) And includes (without limitation), subject to satisfaction of the above conditions, the following events and/or circumstances:
 - (a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
 - (b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
 - (c) strikes, industrial disputes and/or lockouts and/or interrupting supplies and services to the said Project;
 - (d) Non-payment of sums due from the Applicant(s) including payment of installment/applicable interest and levies as mentioned herein above on time by any of the Applicant(s) of the "said Unit".
 - (e) change in governmental policy, laws (including, any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval), including but not limited to, expropriation or compulsory acquisition by any Government/GDA of any part of the Said Project or rights therein;
 - (f) acts of God or events beyond the reasonable control of the "Developer" which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect;
 - (g) any dispute between the "Developer" and the Applicant(s) and/or between the "Developer" and the person, persons association of persons obstructing and creating hurdle in the progress of the development work of the 'Said Project' and/or the "said Unit" therein and/or any proceeding initiated in this regard;
 - (h) any judgment or order of any Court of competent jurisdiction or Government of India or the State Government or any Local Body or Statutory Authority, made against the "Developer" in any proceedings;
 - (i) any other reason which can be construed to be beyond the control of the normal human being;

32. The Applicant(s) agrees and undertakes that the Applicant(s) shall not do or permit to be done, any of the following acts:

Signature of First Applicant.

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- a. To divide or sub-divide "said Unit" in any manner, which is at all times required to remain a single unit.
 - b. Store / stock / bring into / keep in the "said Unit" any goods / material / fluid/ chemical / substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so, either directly or through any of the Applicant(s)'s agents, servants, employees, licensees, or visitors, which may cause risk of fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and /or expose to risk of such damage, to the structure or safety of the "said Unit" or neighboring shop, and/or the assets of the other neighbors.
 - c. The Applicant(s) shall carry out the fit out in the "said Unit" in accordance with the plans approved by the "Developer" in order to maintain the aesthetic of the Said Project.
- D. The Applicant(s) further agrees, acknowledges and undertakes that:
- a. The Applicant(s) undertakes and confirms to strictly follow the Building by-laws and Rules as prescribed by the competent authorities from time to time and in force and rules made by the Developer for the use of the "said Unit". The Applicant(s) further undertakes to follow the relevant local municipal bye-laws and rules as may be applicable from time to time over the Said Project/ "said Unit" and as may be amended from time to time, and to pay all applicable Taxes as may be due, in respect of the "said Unit", and/or the Said Project (in proportion to the Super Area of the "said Unit").
 - b. The Complex in which the "said Unit" is situated shall always be known as "**KINGS AVENUE**". This name shall not be changed by any association or society of the "Convenient shops" Owners or any other persons/occupants. Further, at all times, the name of the Said Project and the name of the "Developer" and or its Logo/Trade Mark shall be displayed at prominent places in the Said Project in which "said Unit" situates. The copy right/trade mark/property mark and all intellectual property, (whether registered or not) shall always remain and vest with the "Developer", and no person, including but not limited to the Applicant(s) /occupant(s) shall not have any claim or right of any nature whatsoever on the said intellectual property. For putting names of the various owners, the Developer will make all the provisions and none of the Applicant(s) shall do it otherwise. The Applicant(s) agrees and undertake that it shall not modify any structure or raise any illegal construction in the "said Unit", nor encroach upon or occupy any area falling outside the "said Unit". The "said Unit" shall solely be used for the purpose of convenient 'Shop' alone and for no other purpose and furthermore, the Applicant(s) shall not conduct any illegal or immoral activities from or in the "said Unit" nor shall conduct any activity, which creates nuisance or is illegal, obnoxious or contrary to the common interest of the collective owners/occupants of the Project.
- E. The Applicant(s) hereby agrees and undertakes that the Applicant(s), its successor or Legal Representatives or subsequent purchasers/occupant shall not for all the times to come raise any kind of construction neither temporary nor permanent inside the "said Unit" without written consent of the "Developer" and written approval of the competent authority. The Applicant(s) or his Successor or Legal Representatives or subsequent purchasers/occupant also agree and undertake that he/she/it shall not block the corridor of the Project or any part thereof in any manner and shall not park any vehicle in such a way that it creates hindrance and botheration to the other occupants, failing which, the "Developer" / Maintenance Agency shall be free to take any legal and coercive action against any such infringing Applicant(s)/successor/subsequent purchaser/occupant. The Applicant(s) further undertakes and agrees that he/she/it shall record and stipulate this undertaking in all the subsequent transfer documents and

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his/her/its successors/legal representatives/subsequent purchasers will also remain bound by any such undertaking/condition.

- F. That the Applicant(s) further agrees and undertakes not to dump any sort of waste, material or garbage generating from his/her/its "said Unit" on account of carrying out/running any business over any road or common area or parking area, or walkthroughs or thoroughfares. The Applicant(s) undertakes to dump the said wastes/garbage only at the designated area or dustbins as may be provided by the maintenance agency, failing which, the Applicant(s) shall be liable to pay such fine/penalty as may be decided by the maintenance agency/developer of the said Project.
33. The Applicant(s) should correctly mention his/her/its Permanent Account Number (PAN) in the Application Form. The Application form should be signed by the person(s), or his/her registered power of Attorney, who want(s) to get the "said Unit" under the Project. Similarly, in the case of Company applying for the "said Unit", should sign through authorized personnel enclosing an authority letter/ board resolution, MOA and AOA of the Concerned Company.
34. The Developer reserves the right to cancel the Allotment of "said Unit" in case Allotment being obtained through misrepresentation and suppression of material facts. The Developer's decision in this regard shall be final.
35. The Applicant(s) hereby covenants with the Developer 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 Bookings and Sale and to keep the Developer and its agents and representatives, estate and effects Indemnified and harmless against all payments and observance and performance of the Said Covenants and Conditions and also against any loss or damages that the Developer may suffer as result of non-payment, nonobservance or non-performance of the Said Covenants and the Conditions by the Applicant(s) as mentioned in the Application and "Convenient Shops Buyers Arrangement". The Applicant(s) has fully read and understood the above mentioned term and Conditions and agrees to abide by the same.
36. All areas, facilities and amenities like swimming pool, health club or club area if any provided in the said project are specifically excluded from the scope of "said Unit" and the Applicant(s) admits that he/she/it has not made any payments to the Developer for the use of above said amenities/facilities at any stage in any manner and therefore, shall not be entitled to any proprietary / ownership rights, title or interest etc. in any form or manner whatsoever in such facilities and amenities. Such facilities and amenities have not been included in the super area. The Applicant(s) understands that the ownership of such areas and facilities and amenities shall vest solely with the "Developer".
37. That the general term and Conditions as mentioned above are not exhaustive for the purpose of final Allotment of the Unit to the Applicant(s) and may further be supplemented and /or amended by the Term and Conditions of Allotment Letter. If due to any change in rulings /guidelines /notifications provision(s) of any Bye-Laws of the GDA and /or any other concerned authority, which affects /delays the execution of conveyance/sale deed of the "said Unit" mentioned in this Application in favour of the Applicant(s), in such case, the Applicant(s) shall be bound to abide by such changes/amendments/modifications made by GDA and /or any other concerned authority. In such circumstances, where the Developer is legally forbidden to perform its obligation towards the execution of conveyance/Sale Deed due to above said reasons, the Developer shall not refund any amount to Applicant(s).
38. (a) Any notice, letter or communication to be made, served or communicated to the Developer shall be deemed to be duly made, served or communication only if the notice or letter or communication is addressed to the Developer at its office, i.e. "**Kingswood Court, GH-06, Crossing Republic, Ghaziabad**".

Signature of First Applicant.

Signature of Second Applicant.

(b) Developer will send any notice, letter, Demand or communication to the First Applicant(s) only at its address as mentioned in this Application Form or at such address as may be updated to Developer by the Applicant(s) through email or letter from time to time.

39. In the case where there is more than one person constituting the Applicant(s), the notice shall be sent to the person first mentioned as the Applicant(s), on the address available in the records of the "Developer" and the Notice sent in this manner shall be deemed to be served on the joint Applicant(s). Further it shall be the responsibility of each Party to inform the other Party by means of a written Notice and also obtain a formal specific receipt in relation to all subsequent changes, if any, in the address, failing which all communications and letters posted at the first registered/recorded address shall be deemed to have been received by the Applicant(s) within a reasonable time subject to mode of communication but not later than 3 (three) working days.

40. It is specifically made clear to the Applicant(s) that the Applicant(s) shall perform and comply with all covenants and obligations required to be performed or complied with the terms and conditions mentioned herein. Any default, breach of covenants or non-compliance of any of the terms and conditions of this application and/or Convenient Shops Buyers Arrangement shall be deemed to be events of default liable for consequences stipulated herein.

With a view to acquaint the Applicant(s), some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- (a) Failure to make payments within the time as stipulated in the Payment Plan by the Applicant(s), requisite stamp duty, registration, taxes and any incidental charges, any increases in security including but not limited to non-interest bearing maintenance security (IFMS), sinking fund, maintenance charges, township maintenance charges and any other charges as demanded by the "Developer", any other charges, taxes etc. as may be notified by the "Developer" to the Applicant(s), default in the payment of installments under the Payment Plan, interest on installments by whatever name called and all other defaults of similar nature.
- (b) Failure to perform and observe any or all the Applicant(s) obligations including those as set forth in Application/ Convenient Shops Buyers Arrangement or to perform any other obligation, if any, set forth in any other related documents.
- (c) Failure to take over the "Convenient Shop" for occupation and use within the time stipulated by the "Developer".
- (d) Failure to execute the Sale/Conveyance Deed / Maintenance Agreement and/or any other document required to be executed and further fails to pay on or before its due date the registration charges, stamp duty, taxes, maintenance charges, maintenance security, township maintenance charges, any other charges or any increases in respect thereof, as demanded by the "Developer" and/or its nominee and/or other local body.
- (e) Assignment/transfer of any interest of the Applicant(s) in "said Unit" without prior written consent of the "Developer" or without payment of Administrative/transfer Charges or not executing documents as asked by the "Developer" for assignment/transfer, as may be fixed by the "Developer" from time to time.
- (f) Dishonor /stoppage of payment of any cheque (s) including post dated cheques given by the Applicant(s) for any reason whatsoever.
- (g) Any other acts, deeds or things which the Applicant(s) may commit, omit or fail to perform, terms and conditions of allotment and any other undertaking, deed etc. or as demanded by the "Developer" which in the opinion of the "Developer" amounts to an event of default and the Applicant(s) agrees and confirms that the decision of the "Developer" in this regard shall be

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final and binding on the Applicant(s).

Upon the occurrence of any of event(s) of default in respect of covenants and obligations under this Application/ Convenient Shops Buyers Arrangement, or any violation of any rules as may be prescribed by the "Developer" may:

- I) IN CASE THE POSSESSION HAS NOT BEEN HANDED OVER TO THE APPLICANT(S); the "Developer" may at its sole discretion cancel allotment, if the "Developer" opts to cancel the allotment. The Applicant(s) however, shall be given (30) days notice to cure/rectify the breach. The Applicant(s) agrees that if the default is not cured/ rectified within such thirty (30) days, the Application and/ or Convenient Shops Buyers Arrangement shall automatically stands cancelled without any further notice and the "Developer" shall have the right to forfeit the Earnest Money as stated herein above including any other amount of a non-refundable nature.

The Applicant(s) agrees that upon such cancellation, the "Developer" will be released and discharged of all liabilities and obligations under this application and or Convenient Shops Buyers Arrangement and the Applicant(s) hereby further authorizes the "Developer" that the provisionally allotted "said Unit" may be sold to any other party by the "Developer" or dealt with in any manner as the "Developer" may in its sole discretion deem fit as if this application and or Convenient Shops Buyers Arrangement had never been filed/executed. In case the allotment of "said Unit" is cancelled by the "Developer", the amount equivalent to earnest money and any other amount of non-refundable nature shall be forfeited out of the amount paid by the Applicant(s) in respect of the "said Unit" and the balance if any shall be refunded without any interest to the Applicant(s). It is clarified here that after refund of the amount as mentioned above, the Applicant(s) shall be left with no right, title, interest or lien over the "said Unit" in any manner whatsoever.

IN CASE THE POSSESSION HAS BEEN HANDED OVER TO THE APPLICANT(S); The "Developer" may send a notice to the Applicant(s) to cure/rectify the default as specified in that notice within a period of fifteen (15) days. In case the default as stated in the notice is not cured /rectified by the Applicant(s) within fifteen (15) days, the Applicant(s) shall be required to pay penalty on super area of the "said Unit" @ Rs. 10/- per square feet per day to the "Developer" till the default is not cured/rectified. The "Developer" will also be entitled to withdraw all facilities besides disconnect the electricity/water connection of the defaulting Applicant(s), in case the default is not cured by the Applicant(s) within the cured period.

41. All or any dispute arising out of or touching upon or in relation to the terms of this application / Convenient Shops Buyers Arrangement or its termination, including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications thereof the time being in force. The arbitration proceedings shall be held at the corporate office of the "Developer" at Ghaziabad by a sole Arbitrator who shall be appointed by the "Developer", or any person nominated by it. The Applicant(s) hereby confirms that he/ she/ they shall have no objection to this appointment, nor will they challenge the same on the ground that Sole Arbitrator is "Developer's" nominee. However, the "Developer" assures the Applicant(s) that such Arbitrator shall be independent and impartial, who will not have any concern with the outcome of the case or Award passed by the Sole Arbitrator. The Arbitration proceeding shall be held at Ghaziabad and the Courts at Ghaziabad, Uttar Pradesh shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/ or concerning this Application / "Convenient Shop Buyers Arrangement", regardless of the place of execution of these documents. This will be without

Signature of First Applicant.

Signature of Second Applicant.

prejudice to the territorial and statutory jurisdiction of Allahabad High Court.

All agreements between parties shall be construed, interpreted and applied in accordance with and shall be governed by the Laws of India. I have fully read and understood the above-mentioned terms and conditions of provisional allotment and agree to abide by the same.

42. The Applicant(s) right(s) will be limited only to the area of the "said Unit" purchased. The right to use signage areas for display or installing of hoarding over the "said Unit" is not permitted without the permission of the Developer (except for the places as may be identified and informed by Owner). The Developer may however, transfer such responsibility of identifying, and earmarking to Of its Nominee or assigns at its sole discretion and the Applicant(s) shall never raise any objection for the same.

KINGS AVENUE

Signature of First Applicant.

Signature of Second Applicant.

CHECK LIST

RESIDENT OF INDIA :

- Copy of PAN Card.
- ID Proof
- Address Proof
- Bank Attested Signature
- Passport Size Photographs

PARTNERSHIP FIRM :

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person 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 members / co-parcenors of HUF authorizing the Karta to act on behalf of HUF.

NRI/ FOREIGN NATIONAL OF INDIAN ORIGIN :

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation form from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the Applicant(s).
- 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.

Signature of First Applicant.

Signature of Second Applicant.
