





Application Form

Name:	
Address:	



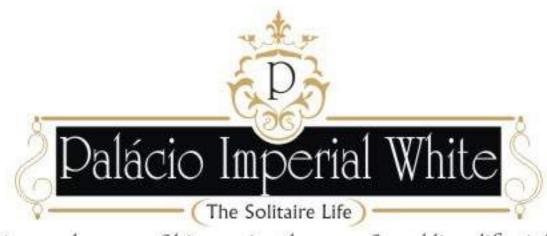


APPLICATION FORM FOR SERVICED APARTMENTS CUM SHOPS

		Date
Dear Sir,		
그 집에 없어 가지가 되어서 다른 아는 내가 어려면 되어 있는데 이렇게 되었다면 하는데 하는데 하는데 그렇게 있어요? 그렇게 되었다면 사고를 하는데 하는데 그렇게 다음	Infraventures Pvt. Ltd. (he	viced Apartments cum Shops named as "Palacio Imperial Whit reinafter referred to as the "Company") on land situated at Ansal S , Uttar Pradesh.
Company the Allotment Letter on the Company	's standard format, contents where partment/Shops and I/we shall pa	Application Form and also agree to sign and execute, as and when desire eof have been read and understood by me/us and I/we agree to abide by the basic sale price, preferential location charges, additional cost/ charge
I/we remit herewith a sum of ₹	(₹) v
Draft/Cheque No dated Serviced Apartment.	drawn or	n being booking amount for allo
Son / Wife / Daughter of Mr		
Pacidontial Addrace		
Residential Address Date of Birth		Designation Please paste
Residential Address Date of Birth Nationality	Profession	Designation Please paste No. of Children Photograph and
Date of Birth Nationality Residential Status: Resident	Profession	Designation
Date of Birth	Profession	Designation
Date of Birth	Profession	Designation
Nationality	Profession	Designation
Nationality	Profession	Designation
Date of Birth	Profession Marital Status Non-Resident Off E-Mail ID No. Profession Marital Status	Designation
Date of Birth	Profession Non-Resident Off E-Mail ID No Profession Non-Resident Non-Resident	Designation
Date of Birth Nationality Residential Status: Resident	Profession	Designation
Date of Birth. Nationality. Residential Status: Resident	Profession	Designation

Signature of 1st Applicant





Details of Pricing:					
		ASP	ER APPLICABLE PRICE LIST	REMARKS	
(A) BASIC COST OF THE U	INIT				
Basic Sale Price (BSP)		₹		₹	
(B) ADDITIONAL COST		1			
1 Club		₹		₹	_
2 Car Parking - Open		₹		₹	
3 Power Backup Installation of per KVA (Minimum 2 KVA n	110 D2	₹	<u></u>	₹	
4 External Electrification Cost Equipment Cost (FFEC).	t (EEC) and Fire Fighting	₹		₹	
5 Other Cost		₹		₹	
(C) MAINTENANCE SECU	RITY				
Interest Free Maintenance Secur	ity (IFMS)	₹		₹	
*TOTAL (A+B+C): AMOU	JNT IN FIGURE	₹		₹	
REMARKED AMOUNT IN	WORDS	1		1	
Payment Plan Option	Interest Free Time Linked Installment Plan		Additional Discount Payment Pla	n	
Mode of Booking	Direct		Dealer		E
If through Dealer	Name		Signat	ure with Stamp	
oplication is subject to the terms an e applicable to my/our legal heir(s),	d conditions attached to this appli successor(s) and nominee(s). I/we ked property is registered in my/ou	cation for undertak ur name(s	m and that of the Allotment Letter, the to inform the Company of any chart) failing which the particulars shall be	ncealed there from. Any allotment again e terms and conditions whereof shall ips age in my/our address or in any other para deemed to be correct and the letters ser	o-fac ticula
ame of the Applicant(s)				Signature of the Applica	
					int(s)
	FO	R OFFI	CE USE ONLY		int(s)
HECK LIST Whether the Application Form is a Whether the Application Form is a Whether the Cheque for booking Whether the self attested copy of Whether the self attested copy of whether the self attested copy of emarks:	completely filled-up with Photogra duly executed and signed in all pag amount is in proper name and duly the PAN Card of the Applicant(s) is Identity Proof is/are received?	phs (Two les by all A y signed & s/are recei	Photographs)? applicants? a dated? ived?		int(s)
Whether the Application Form is a Whether the Application Form is a Whether the Cheque for booking Whether the self attested copy of Whether the self attested copy of	completely filled-up with Photogra duly executed and signed in all pag amount is in proper name and duly the PAN Card of the Applicant(s) is Identity Proof is/are received?	phs (Two les by all A y signed 8 s/are recei	Photographs)? Applicants? & dated? ived?	pproved by	





BASIC TERMS AND CONDITIONS

- I/we have applied for allotment of Serviced Apartment/Shops in the Commercial Project named as "Serviced Apartments cum Shops" ("said Project") to be developed and constructed within the Residential Township Project to be developed and constructed by "M/s Tulsiani Infraventures Pvt. Ltd. (hereinafter referred to as the "Company") on land situated at Ansal Sushant Golf City, Hi-Tech Township Project, Sultanpur Road, Lucknow, Uttar Pradesh.
- Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
- 3. Before applying for allotment of Serviced Apartment/shop, I/we have verified the terms / conditions of Provisional Allotment and price of the said serviced apartment with other Developers in the vicinity and have fully satisfied myself / ourselves about the terms, conditions, price of the said Serviced Apartment/shop and nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per prevailing byelaws/guidelines of the Town and Country Planning Department, Uttar Pradesh, Lucknow, Lucknow Development Authority, Lucknow (LDA) and/or any other authority and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Town and Country Planning Department, Uttar Pradesh, Lucknow, Lucknow Development Authority (LDA) and/or other Authorities in this regard to the Company.
- 4. The allotment of the Serviced Apartment/shop is entirely at the discretion of the Company. The allotment of the said Serviced Apartment/shop shall be provisional and shall be confirmed on the issuance of Letter of Allotment or on signing of Buyer's Agreement on the Company's standard format which has been read and understood by me/us.
- I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Serviced Apartment/shop (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said Serviced Apartment/shop.
- 6. I/we hereby agree and understand that the Serviced Apartment/shop area provided herein & subsequently in Allotment Letter are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said Serviced Apartment/shop, change in its dimension, size, location, number, boundaries, etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Serviced Apartment/shop I/we shall pay for the initial 10% of increase in area at the rate of booking of the said Serviced Apartment/shop and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Serviced Apartment/shop, the amount received in excess over and above the total cost of the said Serviced Apartment/shop based on the changed area, shall be refunded / adjusted (as may be) by the Company to me/us without my/our protest and demur and without any interest thereon.
- 7. I/we have examined the tentative plans, designs and specifications of the Serviced Apartment/shop and have agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Apartment/Shop.
- 8. (a) The Basic Sale Price (here in after referred to as BSP) of the Allotted Unit The Allottee(s) hereby agrees to pay to the Company in timely manner the Basic Sale Price, Additional Cost, Preferential location charges (PLC), etc. as per the payment plan opted by the Allottee(s) in **Annexure-A**, which is the essence of this allotment. In addition to the above, the Allottee(s) specifically agrees to pay promptly to the Company, the applicable Service Tax, Cess etc. levied/ to be levied by the Government on services undertaken/ to be undertaken by the Company while constructing or developing the said Unit / Project. The Allottee(s) further agrees to pay directly or if paid by the Company then reimburse to the Company on demand any Govt. levies, Property Taxes, other charges etc. leviable in future on the said Land and/or Project developed/ constructed on the said Land or the said Unit, as the case may be, as assessable/applicable in respect of the said Unit to the Allottee(s) and the same shall be borne and paid by the Allottee(s) in proportion to the area of the said Unit to the area of all the Units in the said Project as determined by the Company. If such charges/cost are increased (including with retrospective effect) after the sale deed has been executed then such charges/cost shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/ lien on the said Unit for recovery of such charges/cost from the Allottee(s).
 - (b) The Basic Sale Price of the said Unit is firm, save and except increases, which the Allottee(s) hereby agrees to pay. Such increase might be due to any exorbitant increase in the cost of construction material, increase in super area, increase in height, etc. Beside this, the Allottee(s) also agrees to pay External Development Charges, Infrastructural Development Charges, Government rates, taxes, cesses etc. and/ or any other cost/ charges which may be levied or imposed by the Government/ statutory authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any





Government or the Competent Authorities made applicable to the said Unit/ Project requiring the Company to provide pollution control devices, effluent treatment plant etc. which are not part of system proposed by Company, in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee(s) in proportion to the super area of his Unit to the total super area of all the Units in the said Project as and when demanded by the Company.

- (c) It is clarified by the Company and agreed by the Allottee(s) that the basic selling price of the said Unit does not include the cost towards external electrification, power backup connection, Club, interest free maintenance Security, fire-fighting equipment water connection, sewerage connection, malba etc. and the cost/ charges towards the same shall be payable by the Allottee(s) as and when demanded by the Company.
- I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 15 % of sale consideration of the Serviced Apartment/shop shall collectively constitute the earnest money.
- 10. (i) I/we understand and agree that timely payment of installments of basic cost and allied/ additional cost; Govt. levy etc. pertaining to the said Serviced Apartment/shop is the essence of the terms of the booking/ allotment. If I/we fail/ default in making payment of due amount within stipulated time then the Company shall have rights mentioned herein below:
 - (a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said Serviced Apartment/shop
 - (b) to forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments
 - (c) to re-allocate the provisional allotment of the said Serviced Apartment/shop which includes change in area and location of the said Apartment/Shop.
 - (ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Serviced Apartment/shop is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
 - (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Serviced Apartment/shop, then the price towards increase/decrease of re-allotted Serviced Apartment/shop shall be dealt (paid/adjusted) in a manner detailed in this Application Form.
 - (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basic Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/ additional cost, then I/we hereby authorize the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for delay from the due date of payment. The payment plan is annexed herewith as **Annexure-A**
- 11. I/we hereby agree that in case of cancellation of booking of the said unit, I/we shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
- 12. I/we further agree that in case of Down Payment Plan, if I/we fail to pay the installments in the promised time frame, then the Down Payment Plan shall be automatically considered as interest free time linked installment plan. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 10 and shall have right to withdraw rebates or any other discounts provided in the Down Payment Plan of the said Serviced Apartment/shop. The payment Plans are annexed herewith as Annexure-A.
- 13. I/we agree to make all payments within time in terms of schedule of payments as mentioned in Annexure- A and /or as may be demanded by the Company from time to time without any reminders from the Company through Demand Drafts / Cheques drawn upon Scheduled Banks in favour of "M/s Tulsiani Infraventures Pvt. Ltd." payable at par. I/we further agree that in case I/we make any payment towards the said Serviced Apartment/shop. from any Third Party Account, then I/we shall ensure that there would be no claim by such Third Party in the said Serviced Apartment/shop. against the payment made from Third Party Account and I/we further agree that the Company shall not be liable or responsible for any inter-se transaction between such Third Party and me/us in any manner whatsoever. In the event, I/we make any payment through any Third Party Account then I/we hereby agree to submit a declaration signed by such Third Party to the Company and upon receipt of such declaration from the Third Party and realization of payment, the Company shall proceed to issue receipt of such payment made by me/us from Third Party Account.
- 14. Assignment of allotment of the Serviced Apartment/shop. by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Serviced Apartment/shop. shall be reckoned with effect from the date of assignment of allotment right in the said Serviced Apartment/shops in favour of my/ our Assignee(s).
- 15. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that Service tax (If applicable) shall be payable in accordance with his opted payment plan for payment of sale consideration of the said Serviced Apartment/shop. If I/we fail to disburse the installment along with applicable Service tax of the sale consideration of the said Serviced Apartment/shop. in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments along with due service tax along with interest calculated @18 % per month (or, as applicable).





- 16. I/we hereby agree to pay to the Company Interest Free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Buyer(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the Serviced Apartment/shop is physically occupied by me/us or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Buyer(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Serviced Apartment and further I/we hereby agree and authorize the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and I/we hereby agree that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, I/we hereby agree to pay maintenance charges in respect of the said Serviced Apartment regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, I/we hereby agree to pay maintenance charges along-with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle me/ us to the enjoyment of common services including electricity
- 17. In case at any time the Company hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Buyer(s) to such RWA/ Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s) on account of the same.
- 18. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.
- 19. The Company shall have the first lien and charge on the said Serviced Apartment/shop for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Serviced Apartment/shop may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Serviced Apartment/shop and I/we hereby agree to pay the sale consideration of the aforesaid Serviced Apartment/shop according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
- In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the
 amount paid by the applicant upon compliance of necessary formalities by me/us.
- 21. The Company shall endeavor to give possession of the Serviced Apartment/shop to the applicant as early as possible, subject to force majeure circumstances and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by me/us.
- 22. I/we shall before taking possession of the Serviced Apartment/shop must clear all the dues towards the Serviced Apartment/shop and have the Conveyance Deed for the said Serviced Apartment/shop executed in my/our favour by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
- 23. I/we shall use/ cause to be used the said Serviced Apartment/shop for designated purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Serviced Apartment/shop and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting there from.
- 24. I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Apartment to me/us.
- 25. Detailed terms and conditions shall form part of the Allotment Letter/Buyer's Agreement which the applicant shall execute as and when required by the Company.
- 26. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be my/our responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in my/our address and e-mail ID, failing which, all demand notices and letters posted at





the first Registered Address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur therefrom. I/we hereby agree that the Company shall not be liable/responsible to reply to any query received from any address/e-mail ID not being previously registered with the Company.

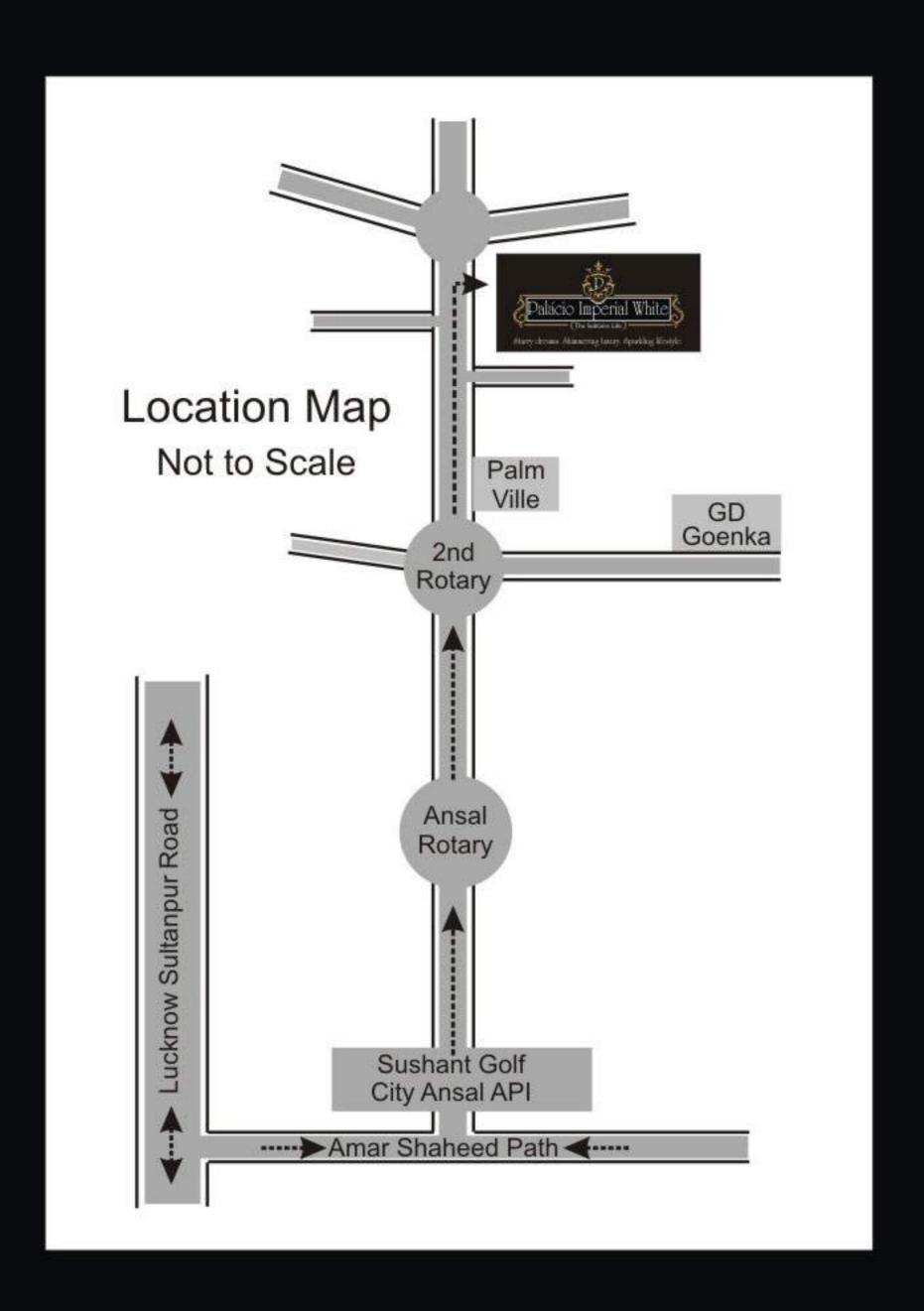
- 27. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter/Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and conditions of the Allotment Letter/Buyer's Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter in this regard
- 28. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
- 29. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
- 30. The allottee(s) agrees that the cost of the Unit is based on the cost of construction rates, as are applicable on the date of booking as per cost indices of CPWD. The allottee(s) further agrees that, due to abnormal market variation in the cost of construction, labour and raw materials, the actual cost of the unit may experience some escalation; and may thus vary. In case the cost of the unit upon completion of the project escalates by more than 5%, on account of variances in cost the of construction, then such difference in the cost of the Unit shall be charged from the Allotee as per the calculation, which will be based on the cost indices of CPWD on the day of booking viz a viz cost of indices of CPWD at the time of completion/delivery of the project.
- 31. The Company shall put its best efforts to complete the development/ construction of the Unit within 30 (Thirty) months from the date of start of construction, or within an extended period with grace of 6 (six) additional months, that is within a period of 36 months, however construction within aforesaid period is subject to force majeure conditions as mentioned herein below and subject to all Unit Allottees making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the Allottee(s). The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Govt. holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.
- 32. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Unit) including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow. Subject to Arbitration as referred above, the Courts at Lucknow shall have jurisdiction in case of any dispute.

DECLARATION:

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any unit in relation to the said Serviced Apartment. If any other Persons has signed this Application Form on my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

Name of the Applicant(s)	Signature of the Applicant(s
value of the Applicant(s)	Signature of the Applicant(s

NOTE: The afore-stated Additional Discount or timely payment discount on Installment Payment Plan on the Basic Sale Price has been offered to me/us in lieu of my/our consensus to make timely payment of installments and other allied cost. In case of my/our failure to make timely payment of installments, I/we hereby authorize the Company to withdraw such rebate/ discount/ concession etc. and demand the payment of such discount amount as a part of sale consideration amount, which I/we hereby agree to pay immediately.





TULSIANI INFRAVENTURES PVT. LTD.

(A Subsidiary of Tulsiani Constructions and Developers Ltd.)

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