



APPLICATION FORM



PIYUSH SHELTERS INDIA PVT. LTD.
A-16/B1, Mohan Co-operative Industrial Estate,
Main Mathura Road, New Delhi - 110044

Dear Sir,

I/We, hereby request for provisional allotment of an IT/ITES Unit in the Project named "*Piyush Global I*", situated at Plot no. 5, N.I.T., YMCA Chowk, Faridabad (Haryana).

My/our particulars are given below for your records:-

A: FOR INDIVIDUALS

1. **First Applicant Mr./Mrs./Ms**

Son / Wife / Daughter of

Date of Birth.....ProfessionDesignation.....

Company/Firm Name.....

Nationality.....

Residential Status : Resident Non-Resident Foreign National of Indian Origin

Residential Address.....

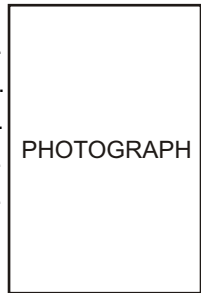
Office

Tel. Res.....Off.....Mobile.....

Fax No.....E-mail ID.....

Marital Status.....No. of Children.....

Income Tax Permanent Account No./Ward No.....



2. **Second Applicant Mr./Mrs./Ms**

Son / Wife / Daughter of

Date of Birth.....ProfessionDesignation.....

Company/Firm Name.....

Nationality.....

Residential Status : Resident Non-Resident Foreign National of Indian Origin

Residential Address.....

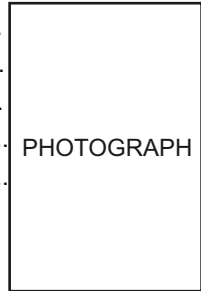
Office

Tel. Res.....Off.....Mobile.....

Fax No.....E-mail ID.....

Marital Status.....No. of Children.....

Income Tax Permanent Account No./Ward No.....



B: FOR COMPANIES/FIRMS/HUF/BOI/AOP

M/s.

Name of Authorised Person

Date of Incorporation/Formation Email ID

Permanent Address

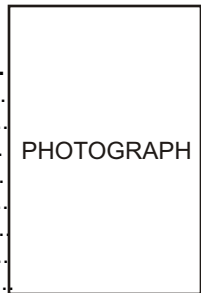
.....Pin Code

Mailing Address

.....Pin Code

Telephone No. Fax No..... Mobile

Income Tax Permanent Account No./Ward No.....



Place

Date

Signature of First Applicant

Signature of Second Applicant

For Office Use Only

Details of Unit :

(i) Floor..... (ii) Unit No.
(iii) Super AreaSq. Ft.*

Details of Unit :

(i) Basic Price Rs.
(ii) Additional Charges Rs.
(iii) EDC Charges Rs.
(iv) Other Charges (Please Specify)..... Rs.
Total Cost of Unit (Subject to Buyer's Agreement) Rs.

Payment Plan Option: (A) Construction Linked Plan/Installment (B) Down Payment Plan

Particulars of Dealer / Agent :

(i) Name
(ii) Address Pin Code
Telephone No. Fax No..... Mobile
PAN Card No..... Email ID.....
Website

* 1 Metre = 3.28 Feet
1 Sq. Metre = 10.76 Sq. Feet

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Signature of Dealer / Agent

Checklist for receiving official:

- (a) Booking Amount
- (b) Customer Signature on all pages of the Application Form
- (c) Copy of PAN Card
- (d) Copy of Address Proof & Copy of ID Proof
- (e) For Companies: Memorandum & Articles of Association & Board Resolution
- (f) For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed
- (g) For NRI : Copy of Passport & Payment through NRE/NRO Account

Remarks:

Received by Checked by Authorised by

UNDERTAKING

- (i) That I/We Applicant(s) do hereby declare that my/our request for priority allotment is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been misrepresented/concealed therefrom. I/We undertake to inform the Company of any change in the above particulars/information particularly the address, till the property, if allotted, is registered in my/our name(s).
- (ii) That the payment of installment would be made by me/us on due dates as stated without any demand or notice from the company failing which the amount paid by me/us would stand forfeited and the provisional reservation will automatically stand cancelled.
- (iii) That I/We further agree that priority allotment would be subject to and in conformity with the duly executed standard agreement of the company. I/We undertake and agree to be time bound for making the payments of the installments as per the schedule of payments for the plan opted by me. I/We understand that the timely payment is the essence of agreement and failure in making payments, as per opted plan, will result in automatic cancellation of provisional registration/allotment and for failure of already paid amount.
- (iv) That I/We have clearly understood that this application does not constitute an Agreement to Lease or Share Lessor Agreement. I/We do not become entitled to the provisional registration and/or final priority allotment of the shop/office notwithstanding the fact that the company may have a receipt in acknowledgment in the company's standard format agreeing to abide by the terms & conditions laid down therein and make the stipulated payment only then any priority allotment shall be deemed to be made.
- (v) That I/We hereby agree that the provisional reservation/registration is not in the nature of the agreement to sell/lease or pre-launch and it does not create any kind of right/interest in the property of the company, until formal agreement on the company's standard format is executed with me/us.
- (vi) That I/We am/are bound by all the usual terms or conditions laid out by the company for entering into a lease transaction in its Agreement to lease, the specification format of which have duly read/understood by me/us.

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Signature of First Applicant

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Signature of Second Applicant

BASIC TERMS AND CONDITIONS

That I/We request that I/We may be registered for priority allotment of undivided space in I.T. Unit in upcoming project of the company which shall always be called "Piyush Global i" for which I/We remit herewith a sum of Rs. _____ Rupees _____ through Bank draft/Cheque No. _____

Drawn upon _____ Bank, payable at New Delhi/ Faridabad in favour of "**PIYUSH SHELTERS INDIA PVT. LTD.**" payable at New Delhi/Faridabad, as advance for provisional registration amount which is subject to the following conditions:

- (1) That the terms and conditions given are of indicative nature with a view to acquaint the applicant with the terms and conditions as may be comprehensively set out in the I.T. Unit Lessor's Agreement which upon execution shall supercede the terms and conditions as set out in this application.
- (2) That your offer of allotment for a I.T. Unit in your proposed schemes shall as far as possible be made to me/us within 12 months of my registration made herein failing which I/We shall be entitled to simple interest @ 11% p.a. Thereafter subject to my/our giving 60 days notice of the same..
- (3) That the said advance paid by me/us would be adjusted against the booking amount payable by me/us as and when you offer of booking for I.T. Unit is made to me/us.
- (4) That the company at all times reserve its right to reject my/our application and cancel my/our application and cancel my/our provisional Registration without assigning any reason thereof and in such event I shall only be entitled to the advance amount paid by me along with simple interest @ 11% p.a. From the date of payment.
- (5) That I/We agree that if there should be any variation in the area of the I.T. Unit available at the time of booking / priority allotment in such case the payment for the excess / shortfall in area shall be paid / refunded, as the case may be proportionately at the same rate as agreed herein. However, should such variation in area be unacceptable to me/us then my/our provisional Registration shall be treated as cancelled and I/We shall be left with no right, lien or interest herein except to claim refund of only the actual amount paid by me/us.
- (6) I/We understand, the Provisional Registration does not guarantee priority allotment of a I.T. Unit and same is subject to availability.
- (7) That it is understood that the company shall allot me/us the I.T. Unit at the basic price @ Rs. per sq. Ft./yards, However in addition I/We agree that
 - (i) EDC enhancement by the Govt. determined by the company shall be charged extra.
 - (ii) All other charges like maintenance deposit and such other charges as may be determined by the company for all allottees, shall be charged.
 - (iii) Booking shall be converted into registration upon payment amount as calculated by the company within 15 days from the date of issue of demand letter.
 - (iv) Priority allotment of the I.T. Unit shall be thereafter be made in my/our favour upon further payment of the priority allotment amount as calculated by the company.
 - (v) Priority allotment shall be subject to due execution of the company's agreement in its standard format including maintenance agreement and acceptance by me/us of all the terms and condition of the company.
- (8) That I/We agree that in the event of default in making payment of any installment(s)/ amount as demanded by the company or any of the other term and condition agreed herein, my/our Provisional registration shall be treated as cancelled and I/We shall be left with no right, lien or interest therein except to claim refund of the actual amount paid by me/us, over earnest money.
- (9) That if I/We understand that the present registration of the unit is subject to the variation of $\pm 10\%$ of area.
- (10) That if I/We in future surrender/cancel the advance registration. I/We shall give NOC (No Objection Certificate) from the dealer through whom booking/was made.
- (11) That the applicant has examined and satisfied himself about the status of the project and understood that the tentative plans, designs and specifications of the I.T. Unit, which are pending/under process for submissions/approvals from the statutory authorities may result in such variations/alterations/modifications therein as may be necessary or directed by competent authority. The delay in all such process shall not be attributed to the company.
- (12) The applicant agrees that the amount paid with the application and the installment as the case may be, to the extent of 15% of basic sale price of the Unit, shall collectively constitute the earnest money. In case of any litigation, wherein the Unit of the applicant is involved, then the applicant shall be bound to contribute/share the expenses of litigation proportionately.
- (13) The applicant has fully understood and agrees that in case the Applicant withdraws or surrenders his application for the provisional allotment, for any reason whatsoever, at any point of time, then the Company at its sole discretion may cancel/terminate the Booking/Allotment/Application and shall forfeit the amount paid/deposited up to the earnest money along with interest due/payable, and may refund the balance amount to the Applicant(s), if applicable, without any interest or compensation whatsoever after the said Unit is allotted to some other intending Applicant and after compliance of certain formalities including dealer's NOC (No objection Certificate) by the Applicant. Filling of such surrender Form will not entitle the Applicant, of any right until written acceptance given by the Company. All terms and conditions of such surrender shall remain applicable.
- (14) Any amount, which is refundable to the applicant, by the company, on account of cancellation of the Form/Allotment, for any reason, whatsoever, shall be refundable after the unit is allotted to some other intending applicant, on completion of necessary formalities and on receipt of respective payments from intending party.

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Signature of First Applicant

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Signature of Second Applicant

- (15) Applicant declares that he is competent to enter into the agreement with the company and has completed all formalities/rules/regulations, if applicable, in respect of the property concerned and if found otherwise then he will indemnify the company. If any misrepresentation/concealment/suppression of the material facts are found to be made by the applicant, 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 the material facts in all respect. The applicant will be further liable for all legal consequences arising out of such misrepresentation/concealment/suppression of facts.
- (16) Timely payment of all charges/taxes, installments of basic sale price, EDC , additional charges and other charges viz electric connection charges, fire fighting equipment cost and installation charges, installation charges of water supply system etc. in terms of Buyer's Agreement, is the essence of booking/allotment. However, in the event of breach of any of the terms and conditions of the allotment by the Applicant, the allotment shall be cancelled at the discretion of the Company and the earnest money shall stand forfeited, further the company shall also deduct interest on delayed payments. The balance amount if any shall be refundable to the applicant without any interest, within six months after the said Unit is allotted to some other intending Applicant and after compliance of certain formalities including dealer's NOC (No Objection Certificate) by the Applicant. The Company, however, in its absolute discretion may condone the delay in any due payments by charging penal interest @ 18% p.a. for up to 30 days delay from the due date of payment and @ 24% p.a. thereafter to be compounded annually on all outstanding dues from their respective due dates.
- (17) The Applicant has specifically agreed that if due to any change in the layout, the Unit ceases to be preferentially located; the Company shall refund/adjust the amount of preferential location charges paid by the Applicant in the last installment as per the payment plan. Similarly, if due to any change in the layout/building plan, the Unit becomes preferentially located, the Applicant(s) shall be liable and agrees to pay the preferential location charges as and when demanded by the Company as per the prevailing rates.
- (18) All additional statutory charges eg. External Development Charges, Infrastructure Development Charges, taxes, cess, service tax, VAT, statutory levies etc., imposed or to be imposed by the Concerned Statutory Authorities, shall be payable proportionately by the Applicant from the date of Letter of Intent (LOI). Any statutory due/charges levied by the competent authority, with retrospective effect, even after the execution of conveyance deed shall be recoverable from the Applicant as a part of unpaid sale consideration.
- (19) The maintenance, upkeep, repairs, security, landscaping and other common services etc. of the Project shall be managed by the Company or its nominated maintenance agency with the execution of Maintenance Agreement. In case of non-payment, the maintenance agency may recover such changes.
- (20) The intending allottee(s) agrees that the sale of the unit is subject to force majeure clause which include delay on account of the non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to dispute with the construction agency employed by the Company, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearances from the statutory body, or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and / or any other public or competent authority or any other reason beyond the control of the Company and in any of the aforesaid event that Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances. The Company as a result of such contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme. In consequences of the Company abandoning the scheme, the 'Company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.
- (21) The applicant shall use/cause to be used the said Unit only for the purpose(s) as specified by statute and/or as per rules and regulations framed by the Government Authorities/Company from time to time. For any mis-use thereof the allottee/ occupier himself shall remain liable and shall also indemnify the company, for any loss occasioned.
- (22) Incase of joint Applicants, all communication may be addressed to any of the applicant, which shall for all purposes be considered as duly served upon all the Applicants and no separate communication shall be necessary to the other named Applicants. Correspondence by the First Applicant alone shall be entertained by the company. The Applicant shall inform the Company in writing of any change in the mailing address & E-mail address (if any) mentioned herein above failing which all demands, notices or any correspondence etc. shall be mailed to the addresses given in this application and shall be deemed to have been duly received by the Applicant.
- (23) Detailed terms and conditions shall form part of the Buyer's Agreement which the applicant shall execute as and when required by the Company. It has been understood by the applicant that all registration charges or other allied expenses will be borne by the applicant.
- (24) The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not acquire any right, title or interest in the application/allotment of the said Unit in any manner, whatsoever. The Company shall issue receipts for payment in favour of the First Applicant alone.
- (25) That I/We agree that in the event of any dispute arising out of this application for advance registration or any terms and conditions of this application for advance registration, I/We agree hereinafter that the matter shall be subject to jurisdictions of Court of Delhi only.
- (26) That if any dispute arises at any time whatsoever, whether in relation to or in connection with this agreement or any other matter whatsoever, the same shall be adjudicated by way of arbitration, which shall be conducted by the arbitrator nominated exclusively by the Company. The venue of arbitration and procedure to be followed shall be decided by the arbitrator as and when need arises. It is clarified that such arbitrator may be associated with the Company. The Allottee shall have no right to challenge the nomination of such arbitrator. Arbitration shall be conducted in accordance with the Arbitration and conciliation Act, 1996. That the Courts at Delhi alone shall have the jurisdiction in all matters whatsoever arising at any time regardless of the place of execution of this Agreement.

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Signature of First Applicant

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Signature of Second Applicant