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To

**M/s Ultimate Infovision Private Limited**

B-5, Shahpuri Tirath Singh Tower

C-58 Community Center, Janak Puri, New Delhi-110058

Subject : Application for registration of a unit in your  
upcoming project at plot no.12A Knowledge Park-III, Greater Noida, UP.

Please Affix  
Passport Size  
Photograph

First Applicant

Please Affix  
Passport Size  
Photograph

Second Applicant

Dear Sir / Madam

I/we may be registered for allotment of a Unit admeasuring \_\_\_\_\_ Sq. Ft. ( super area) (Herein called as the "Unit" ) in your upcoming project at Plot No. 12A, Knowledge Park-III, Greater Noida, Uttar Pradesh, (herein after called as the said project ), for which I / We am / are enclosing herewith a cheque / draft / pay order no. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in favour of M/s Ultimate Infovision Private Limited., payable at New Delhi towards the advance for registration of the unit in the project.

1. That the applicant(s) specifically understands :

- That M/s Ultimate Infovision Private Limited (here in after called the Developer) has been allotted a plot no 12A, Knowledge Park - III, Greater Noida, (U.P), admeasuring 38014.54 sq. mtr. of land by Greater Noida Industrial Development Authority ( herein after called the said land ).
- That the applicant(s) has understood the extent of rights, title and interests of the Developer in the said Project and in the said land, The applicant(s) also understand that the said Unit is permitted to be used for the purpose as permitted by the GNIDA only.

2. That I agree that the Developer will allot the opted Unit to me / us and in addition, I / We agree to abide by the following terms and conditions:-

- That I / We acknowledge that the Developer has readily provided all information & clarifications as required by me / us and I / we have not unduly relied upon the same and am / are not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer. I / We had myself / ourselves made enquiries from my / our own sources with respect to the representations made by the Developer and only after my / our satisfaction, I / We am / are entering into the present booking.
- That the applicant/s have understood and accepted the plan / specification shown to him / them which are tentative and are kept at the Developers office and I / We understand that Developer may make such variations, alterations and modifications therein as it may in its sole discretion, deem fit and proper or as may be done by any competent authority.
- That performance by the Developer of its obligation under the present application form is contingent upon approvals to be granted by various statutory authorities / local bodies / departments, from time to time and subject to all applicable laws / notifications / conditions as imposed by these authorities. I also understand that in case the above project is abandoned by the Developer for the reasons beyond the control of the Developer, then I / we shall only be entitled to refund of my amount paid in respect of the booked unit without any interest or compensation / damages.
- The entire amount paid by me to the Developer shall stand forfeited in case of delay in payment and / or beach of any of the terms and conditions of allotment and also in the event of the failure by me / us to sign the Buyer Agreement / Allotment Letter / Maintenance Agreement or any other related document as and when asked by the Developer in future.



- e. Not with standing what is stated herein, the applicant hereby specifically agrees and acknowledges that the timely payment of instalments and also the other charges including allied charges, registration charges, maintenance charges etc. is the essence of the terms of the booking / allotment. Interest @ 18% p.a. shall be payable by the applicant(s) in case of failure to pay the instalments and other dues by due date. However, if payment is not received within 60 days from the due date, or in case of failure to pay two consecutive instalments, or in the event of breach of any terms and conditions of this application form / payment plan by the applicant(s), or failure to sign Builder Buyer agreement / Allotment letter / Maintenance agreement or any other related documents as and when asked by the Developer in future, the allotment will be cancelled at the sole discretion of the Developer and the earnest money (20% of the total cost of unit) paid to the Developer by the applicant(s) shall stand forfeited. The balance amount, if any, shall be refunded to the applicant(s) without any interest after the said unit is allotted to some other intending allottee / buyer.
- f. The allotment of the said unit shall be solely at the discretion of the Developer and shall be provisional. The allotment shall only be confirmed upon the execution of the Buyer's Agreement in its standard format & maintenance agreement or any other document as required by the Developer. It is also understood by the applicant that the Developer may incorporate additional terms and conditions in the Buyer's Agreement / Allotment Letter over and above the terms and conditions of booking as set out in this application. The applicant specifically understands that the registration / allotment does not confer any right, title & interest in the unit and the right of the applicant begins only after the full payment is made and possession of the unit is handed over to the buyer.
- g. All existing and new, statutory charges and other levies, rates, tax, charges, cess, VAT, service tax, lease rent, water electricity charges etc. demanded or imposed by the Authorities / concerned departments on the project, shall be payable proportionately by applicant(s) / allotted(s) from the date of booking to the Developer.
- h. Rates agreed herein are charged on the basis of per sq. ft of Super Area which includes the covered area, the area under the periphery walls, area under the columns and walls, the area utilized for common use, services and facilities etc.
- i. That I / We agree that in case there is any variation to the extent of +/-15% in super area of the unit agreed herein / allotted and actually available at the time of possession then in such case the payment for the excess / shortfall in area shall be paid / adjusted in future instalment, as the case may be, proportionately at the same rate as agreed herein. However should such variation of upto +/-15% in area be unacceptable to me / us then my / our booking shall be treated as cancelled and the amount to the extent of earnest money paid by me / us shall stand forfeited and balance amount will be refunded to me / us and I / we shall be left with no right, lien or interest in the unit. However it is agreed that in case the variation of super area is more than +/-15% & is unacceptable to me / us then in that situation, I / We shall be entitled to cancel the booking / allotment and claim the refund of the entire amount paid by me / us, without any cost, interest or damages.
- j. I understand that as and when the booked unit is ready for possession, the Developer or any other person / authority at the instance of Developer shall confer me / us with a valid title of the booked unit by execution of Builder Buyer agreement / GPA / lease deed or any other document conferring a valid title of ownership and possession subject to the condition that all dues / demands / instalments in respect of the booked unit are paid by me. I understand that, I shall clear all dues toward the unit and shall pay the registration fee, stamp duty and other charges before taking possession of the unit.
- k. That I understand that the registration does not in any manner guarantee the allotment of the Unit to me. It is also understood that the Developer reserves all rights to cancel my registration at any point of time, even without assigning any reason. In case of such cancellation, I / We would raise no claim of any nature monetary of otherwise except that the advance money paid my me / us shall be refunded to me / us along with simple interest at the rate of 11% p.a after deducting commission / discount paid, if any.
- l. Applicant(s) / Allottee(s), having NRI status or being foreign nationals 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 payment / consideration and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority / Developer, the amount paid towards booking and further consideration will be forfeited by the Developer and the allotment shall be cancelled forthwith. The Developer will not be liable in any manner on such account.
- m. I agree that my registration / booking (if granted) and all rights emanating there from shall be non-transferable and same could only be transferred after obtaining the prior written permission from the Developer. I understand & agree that I shall pay to the Developer for obtaining such permission of transfer, the processing fee as prescribed by the Developer from time to time.
- n. That the Developer reserves the right to raise loan on the project from Banks / Financial Institutions or any other source prior to the possession including by way of mortgage of the land / project. However the unit shall be free from all encumbrances at the time of execution of title documents.
- o. That the applicant(s) understands that he / they shall have no right in the common areas of the project viz. lobbies, staircases, lifts, corridors, roofs, club, etc., at any point of time, whether prior or after the applicant(s) gets the valid rights in the unit.



3. I understand that in case of joint applicants, all communications shall be sent by the Developer to the first applicant only, at the address given by him / her for mailing and which for all purposes be considered as served on all applicants and no separate communication shall be sent to the other applicants.
4. That in case, if any dispute arises between the parties, then the same shall be referred to arbitration of a sole arbitrator, who shall be appointed by both the parties mutually. The place and venue of the arbitration shall be in Delhi only and the courts at Delhi alone shall have the jurisdiction to entertain any dispute.

**First Applicant**

Name \_\_\_\_\_  
 S/o \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 D.O.B \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Cell \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 PAN No. \_\_\_\_\_

**Second Applicant**

Name \_\_\_\_\_  
 S/o \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 D.O.B \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Cell \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 PAN No. \_\_\_\_\_

Details of unit required :-

- 1) Types of Unit Opted

IT / ITES  VEDIC SUITES  \_\_\_\_\_

- 2) Unit Measuring ( Approx.) \_\_\_\_\_ Sq. Feet Super Area

- 3) Preference (Subject to availability) \_\_\_\_\_

- 4) Payment Plan :-

Down Payment  Installment

I / We have understood the content of this application and agree to abide by all the terms and conditions stated therein.

**Declaration**

I / We, the applicant(s) do hereby declare that my / our above particulars/information given by me / us are true and correct and nothing material has been concealed there from. I / we undertake to inform the Developer as and when any of the above particulars are changed.

Signature of the First Applicant

Signature of Second Applicant

Date :

Note : The designs, pictures & layouts given in this application form are purely conceptual & actual may vary.