

APPLICATION FORM

Application No. _____
Date _____
Apartment No. _____
Customer Code No. _____

Please affix
Passport Size
Photograph

Please affix
Passport Size
Photograph

To,
M/s. SARE Saamag Realty Private Limited
B – 67, Sarita Vihar,
New Delhi – 110076

Sub: Application for Allotment of an Apartment in the Residential Project, “Ebony Greens” at Crescent ParC, NH-24, Ghaziabad.

Dear Sir,

I/We request that I/We may be considered for allotment of an apartment, as more fully described in Performa hereinafter (“Apartment”) in your aforesaid project being, “**Ebony Greens**” situated at Crescent ParC, NH-24, Ghaziabad (“Project”) which is being developed by M/s. SARE Saamag Realty Private Limited (CIN U45201DL2005PTC142482 and PAN _____) (“Promoter”).

I/we opt to pay the Total Sale Consideration of the Apartment along with other charges and deposits, as per the **Payment Plan** enclosed herewith.

I/We remit, herewith, a sum of Rs. _____ (Rupees _____ only) by Demand Draft/Cheque bearing no. _____ dated _____ drawn on _____ in an escrow account in the name and style of ‘_____ Limited Escrow a/c’ bearing account no. _____, [as token advance being part payment towards the booking amount of Rs. _____ (Rupees _____ only) as per the Payment Plan / prescribed booking amount as per the Payment Plan] (“Booking Amount”).

We understand that the submission of this signed application form and payment by me/us of the Booking Amount/ token advance shall not constitute a right to allotment of the Apartment and nor shall it create or result in any obligations on the Promoter towards me/us. I/We agree and note that the allotment of the Apartment is entirely at the sole discretion of the Promoter and the Promoter has the right to reject my / our application without assigning any reasons thereof and return the Booking Amount without interest.

I/We agree to pay future instalments of Total Sale Consideration as per terms and conditions of the allotment herein contained, and as per the Payment Plan annexed hereto. I / We have read and understood the terms and conditions of the allotment and agree to abide by the same. I/We also agree to execute the standard Agreement for Sale containing detailed terms & conditions and other subsequent agreements on Promoter's format as and when called upon by the Promoter.

I/We agree that the acceptance of my/our application do not entitle me/us to any right in the Apartment until the Agreement for Sale is executed and all payments towards Total Sale Consideration, in full, have been paid by me/us on or before the due dates. This Application does not constitute an agreement to sell.

I/We further agree that I/we shall abide by the terms and conditions of the Agreement for Sale for allotment of the Apartment.

PERFORMA

My/Our particulars are given below:

1. FOR SOLE OR FIRST APPLICANT

Applicant Name:					
Father's / Husband's Name:					
Date of Birth (in dd/mm/yy):					
Nationality:					
Profession / Occupation:					
Permanent Address:					
Correspondence Address:					
Telephone Nos.:	Residence		Office		Mobile
Email Address:					
Marital Status (Tick one)	Married		Single		
Resident Status (Tick one)	Resident		Non -Resident		
Aadhaar No:					
PAN No. *					
<i>*Attach Form 60 or 61, as the case may be, if PAN is not available</i>					

2. CO- APPLICANT

Co-Applicant Name:					
Father's / Husband's Name:					
Date of Birth (in dd/mm/yy):					
Nationality:					
Profession / Occupation:					
Permanent Address:					
Correspondence Address:					
Telephone Nos.:	Residence		Office		Mobile
Email Address:					
Marital Status (Tick one)	Married		Single		
Resident Status (Tick one)	Resident		Non -Resident		
Aadhaar No:					
PAN No. *					
<i>*Attach Form 60 or 61, as the case may be, if PAN is not available</i>					

1. COMPANIES / FIRMS / SOCIETIES / TRUST / OTHERS

Name of Company/ Firm/ Society/ Trust:			
CIN / Registration No:			
PAN No:			
Registered Office Address:			
Correspondence Address:			
Telephone Nos:	Office	Fax	
Email Address:			
Name of Authorised Signatory:	Aadhaar No	of Authorised Signatory	
Address of Authorised Signatory:			

I/We enclose herewith self attested copies of following documents:

- 1) PAN Card
- 2) Identity Proof
 - a. Aadhaar Card
 - b. Passport
 - c. Election Card
 - d. Driving License
 - e. Photo Identity issued by Government / Defence services / Public Sector undertaking with address
- 3) Resident Proof (in case permanent address is different from the address given in point 2 above)
 - a. Utility bill, which is not more than 3 months old
 - b. Bank statement / passbook not more than 3 months old containing residential address, along with the self-signed cheque from the same account and signed by the Applicant.
 - c. Letter from a recognized public authority or public servant verifying the address of the customer.
 - d. Domicile certificate with communication address Registered lease / leave and licence agreement with a utility bill in the name of the landlord.
 - e. Address proof in the name of the father / mother / spouse / blood relative of the Applicant, with a supporting document that establishes the relationship between the Applicant and the person in whose name the address proof is available.
- 4) Copy of Memorandum and Articles of Association and Board's Resolution (if Applicant is a company)
- 5) Copy of Partnership Deed/Authority Letter/Resolution (if Applicant is partnership firm/society/trust)
- 6) All payment received from the Non Resident Indian Applicant shall be from NRE/ NRO account only and Applicant shall be required to provide copy of passport/ certificate of POI/ OCI.
- 7) This application shall be considered incomplete if not accompanied by the required documents.

DETAILS OF APARTMENT

Apartment No. _____	Apartment Type _____	Building No. _____	Floor _____
Carpet Area _____ sq. ft.		Super Area _____ sq. ft.	

DETAILS OF PARKING

No(s). of Parking	
Type of Parking	[Open / Covered]
Area of Parking	_____ sq. ft.
Location of Parking	

DETAILS OF TOTAL SALE CONSIDERATION

[Table indicating sale consideration and its break up to be added]

PAYMENT PLAN

[Table indicating payment plan to be added]

DECLARATION

I/We the above Applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been mis-represented/concealed therefrom. I/We have read and signed all pages of this Application form and payment plan and agree to abide by the same.

First/Sole Applicant Name		Signature	
Co-Applicant Name		Signature	
		Place	

FOR OFFICE USE ONLY

Receiving Office	Accepted	Yes / No		
Amount Received (Rs.)			Date Received	Date Cleared
Sales Manager : Unit Manager : Area Head :				

Broker / Agent Details (Name+Contact No.+RERA Regd. No.+Stamp) :

Verified by:

RECEIPT

Received with thanks a sum of Rs. _____ (Rupees _____ only) vide cheque/ demand draft no _____ dated _____ drawn on _____ towards booking amount/token advance of Apartment, as per the payment plan contained in the Application Form. This receipt is subject to terms and conditions contained in the Application Form.

For SARE Saamag Realty Pvt. Ltd.

Authorised Signatory

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN APARTMENT IN THE RESIDENTIAL PROJECT, "EBONY GREENS" AT CRESCENT PARC, NH-24, GHAZIABAD.

The Applicant(s) will be allotted the Apartment on the following broad terms and conditions, and these terms and conditions shall be comprehensively set out in the Agreement for Sale, an agreed form of which is annexed hereto as **Annexure A** herein (hereinafter referred to as the "**Agreement**"). The following terms and conditions amongst other terms and conditions are indicative in nature, and shall always remain binding on the Applicant(s). The Applicant agrees that the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations thereof has come into existence and effect, due to which the Promoter shall be entitled to carry out such changes in this Application/Agreement / any other agreement or part thereof as may be required and to which the Applicant shall not raise any objection and undertakes to sign any agreement or document in this regard.

1. The Applicant(s) declare that he/she/they are competent to make and submit the present application for booking of the aforesaid Apartment and there is no legal or contractual impediment or restriction on his/her/their making this application or the payment tendered hereunder.
2. The Applicant(s) confirms that he/she/they have been provided by the Promoter with all the relevant information, documents, plans, site map, specifications and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being developed by the Promoter. The Applicant(s) has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the owners / Promoter in the land on which the Project is being developed, and has understood all limitations and obligations of the Promoter in relation thereto and has relied solely on his/her/its/their own judgment and investigation while deciding to apply for allotment. The Applicant(s) confirms that no further investigation in this regard is or shall be required by him/her/them.
3. The Applicant(s) shall be liable to pay a Total Sale Consideration of **Rs. _____ (Rupees _____)** for the purchase of the Apartment as per the Payment Plan.
4. The Applicant(s), in addition to the Total Sale Consideration, shall also be liable to pay to the Promoter cost of stamp duty, registration fee and legal charges for execution and registration of the Agreement, maintenance agreement and the sale deed, at the then applicable rates.
5. The Promoter shall handover possession of the Apartment on **_____(____)**, subject to timely payment by the Applicant(s) towards Total Sale Consideration, as demanded in terms of the Agreement. The time frame for possession provided hereinabove is tentative and shall be subject to force majeure and timely and prompt payment of all instalments and completion of formalities required.
6. The Applicant(s) hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed by the Promoter or the association of apartment owners ("**Maintenance Agency**") and performance by the Applicant(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the association of apartment owners from time to time. It is incumbent upon the Applicant(s) to sign and execute a separate agreement for maintenance with the Maintenance Agency in this regard.
7. The Applicant(s) declare that this Application is made solely for his/her/them and in the event, he/she/they intend to transfer this booking either in the name of any third party, he/she/they shall obtain the prior written consent of the Promoter and pay the necessary transfer/assignment charges as may be determined and imposed by the Promoter from time to time. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer. In the event of any imposition of executive instructions at any time after the date of the application to restrict nomination / transfer/ assignment of the Apartment by any authority,

the Promoter will have to comply with the same and the Applicant(s) has specifically noted the same.

8. It shall be an essential condition of allotment that the Apartment shall not be used for any purposes other than for residential purposes.
9. In case the Applicant(s) wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the Apartment applied for, the Promoter shall facilitate the process subject to the following: (a) The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only; (b) The responsibility of getting the loan sanctioned and disbursed as per the Payment Plan shall rest exclusively on the Applicant(s); and (c) In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per Payment Plan, shall be ensured by the Applicant(s), failing which, the Applicant(s) shall be governed by provisions contained in clause 10 below.
10. The payment on or before due date of the instalment of Total Sale Consideration by the Applicant(s) as per the Payment Plan and as demanded by the Promoter from time to time is the essence of the allotment. In case, the Applicant(s) fails to make the payments for any installment, as aforesaid, the Applicant(s) shall be liable to pay interest thereon at the rates as prescribed in the Real Estate (Regulation and Development) Act, 2016 and the rules prescribed therein from the due date of the instalment / payment till the date of actual payment. However, in case the Applicant(s) fails to make the payment with interest as aforesaid within a period of 6 (six) months from the said due date, the Promoter shall have the right to cancel the allotment with 30 days prior intimation to the Applicant(s), and apply the amounts in the manner provided in clause 12 hereinafter.
11. In addition to the aforesaid reason, the Promoter, at its sole discretion, after due notice of 30 (thirty) days to the Applicant, shall have the right to cancel the allotment in the event of other defaults/breach of the terms and conditions of allotment/transfer contained herein including if any information provided by the Applicant(s) are found to be false or misleading. Further, in the event of default for any reason whatsoever in terms of the loan agreement entered into with the financial institution/agency by the Applicant(s), the Applicant(s) authorize the Promoter, upon receipt of such request from the financial institution / agency without any reference to the Applicant(s), to forthwith cancel the allotment of the Apartment.
12. In the event of cancellation of allotment for the reasons provided in clauses 10 and 11 hereinabove and/or in the event of cancellation/withdrawal by the Applicant from the Project except for the default of the Promoter, the Applicant(s):
 - 12.1 *(Applicable in cases of financing from bank/financial institution)* hereby authorize the Promoter to (i) repay directly to the financial institution/agency the entire disbursement amount received by the Promoter till that date from the financial institution/agency, and (ii) forfeit, out of the amounts directly paid/payable by the Applicant(s) (i.e., *Applicants' own contribution*), the Booking Amount, any interest due, Pre-EMI interest and commission / brokerage payout borne by the Promoter, if any, and refund the balance amount directly to the bank/financial institution, without any interest, if any, OR the Applicant(s) shall be liable to pay to the Promoter the deficit amount (i.e., *the difference between the Booking Amount, any interest due, Pre-EMI interest and commission / brokerage, and the Applicants' own contribution paid till the date of cancellation*), within 30 (thirty) days from the date of such cancellation.
 - 12.2 *(Applicable in cases of 100% self financing)* hereby authorize the Promoter to forfeit, out of the amounts paid/payable by the Applicant (i.e., *Applicant's own contribution*), the Booking Amount, any interest due, and commission / brokerage payout borne by the Promoter, and refund, without any interest, the 50% of the balance amount paid, if any, within 45 days of such cancellation and the remaining 50% of the balance amount on re-allotment of the Apartment or at the end of 2 (two) years from the date of cancellation, whichever is earlier; OR the Applicant(s) shall be liable to pay the deficit amount (i.e., *the difference between the*

Booking Amount, any interest due and commission / brokerage, and the Applicants' own contribution paid till the date of cancellation), within 30 (thirty) days from such cancellation/withdrawal.

13. The Applicant(s) has been made to understand that the completion and progress of construction is subject to timely receipt of instalments and other charges as per the Payment Plan. The Applicant(s) understands that withdrawal or cancellation of allotment on account of default, at any time, shall affect the funding of the Project and hamper / delay its progress, resulting into incurring losses and/or damages by the Promoter.
14. The Applicant(s) understands that the compliance hereof, by the Promoter shall be subject at all times to Force Majeure circumstances which materially impairs or adversely affects the Promoter's ability to perform its obligation under this Agreement, and which events and circumstances shall include but not be limited to acts of God, i.e., flood, drought, fire, cyclone, earthquake or any other calamity caused by nature. In the event of happening of any Force Majeure events, the Promoter shall be entitled to corresponding extension of time for performance of its obligations under this Agreement. The Applicant(s) agrees that in case the Promoter is unable to deliver the said Apartment due to Force Majeure events, the Promoter may cancel the allotment of the said Apartment and shall only be liable to refund, without any interest, the amounts received from the Applicant(s).
15. Any charges, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, or any increase in the existing charges and taxes, either on the Apartment / land or on the construction of the Project or on the input or materials or equipment's used or supplied in execution of or in connection with the construction of the Apartment at any time, in future or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Applicant(s) only on pro-rata basis and the Applicant(s) shall keep the Promoter duly indemnified for the same.
16. In case of any revision in the internal development charges, infrastructure augmentation charges, external development charges, or if any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc., of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the Project, the same shall be binding on the Applicant(s) and shall be charged to the account of the Applicant(s) on pro-rata basis and be payable to the Promoter on demand.
17. The Applicant(s) shall be responsible and liable to pay to various government / private authorities all charges pertaining to consumption of water, electricity, power back up, telephone, sewage and other utility services in respect of the Apartment as per the bills raised through pre-paid metering or otherwise. The Applicant(s) shall also be liable to pay the municipal / house / property tax etc., by whatever name called, in respect of the Apartment from the date of levy thereof.
18. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in the Project for organizing meetings and small functions, the same shall be used on payment basis after prior permission from the Promoter / Maintenance Agency.
19. The Applicant(s) agree that it shall be the responsibility of the Applicant(s) to comply with the necessary formalities as laid down in the Foreign Exchange Management Act ("FEMA") (if applicable) with respect to remittance of payments, acquisition, sale, transfer of immovable property(ies) etc., and provide the Promoter with such permissions, approvals, which would enable the Promoter to fulfil its obligations. The Applicant(s) agree that in the event of any failure

on our part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall alone be liable for any action under FEMA and he/she/they will keep the Promoter fully indemnify and harmless in this regards.

20. In case there are joint Applicant(s), all communications shall be sent by the Promoter to the first Applicant(s) only at the mailing address given by him which shall be deemed as served on all Applicant(s) and no separate communications shall be sent to the joint Applicant(s). The address given in the application form shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Applicant(s) and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom.
21. All payments (other than GST) by the Applicant(s) shall be deposited in the escrow account in the name and style of ' _____ Limited Escrow a/c' bearing account no. _____ and all the cheques/demand drafts shall be drawn in favour of the aforesaid escrow account only. In cases of dishonour of the cheque(s) comprising the Booking Amount / token advance or any other instalment due to any reason, without prejudice to any other legal right or remedy the Promoter may have, the Promoter may accept a fresh cheque by imposing administration charges of Rs. 1000/- per instance and/or the Promoter reserves its right to cancel the allotment and treat the Booking Amount/ token advance as forfeited, and the Promoter shall be freely entitled to re-allot the Apartment to any other third party .
22. The Applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same. The Applicant(s) understands that the terms and conditions given above are of indicative nature with a view to acquaint the Applicant(s) and are not exhaustive. The terms and conditions will be comprehensively set out in the Agreement.
23. The Applicant(s) understands and agrees that under no circumstances shall, the payments made under this Application or subsequent agreements, be construed or deemed to create, in any manner whatsoever, a lien on the said Apartment in favour of the Applicant(s). The Applicant(s) clearly understands that the ultimate conveyance of the Apartment and handover of the possession of the Apartment in his/her/their favour is contingent on the payment of the complete Total Sale Consideration and all outstanding dues and faithful performance by him/her/them of all the obligations agreed and undertaken herein.
24. The Applicant(s) hereby undertakes to execute and deliver 2 (two) copies of the Agreement to the Promoter within thirty (30) days from the date of dispatch of the Agreement by the Promoter and thereafter, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. Any failure on the part of the Applicant(s) to return the duly signed Agreement and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a fair opportunity / notice to the Applicant(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Applicant(s), application of the Applicant(s) shall be treated as cancelled, and all sums deposited by the Applicant in connection therewith including the Booking Amount shall be returned to the Applicant without any interest or compensation whatsoever, wherein 50% of the amount paid, will be refunded within 45 days of such cancellation and the remaining 50% of the balance amount on re-allotment of the Apartment or at the end of 2 (two) years from the date of cancellation, whichever is earlier. Upon such cancellation, the Applicant(s) shall be left with no right and/or interest whatsoever in the Apartment applied for by the Applicant(s).
25. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application, 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 the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

ANNEXURE A
AGREED FORM OF AGREEMENT FOR SALE