

APPLICATION FOR ALLOTMENT OF RESIDENTIAL APARTMENT IN PROJECT
""
SITUATED AT GH-02, SEC 16 C, GREATER NOIDA (WEST)

To,

**M/S Sam India Abhimanyu Housing
GH-02, Sector 16C, Greater Noida (West)
Gautam Budh Nagar, U.P.-201318**

Application No. _____

Sir/Madam,

I/We, (hereinafter referred to as "**APPLICANT**") hereby submit my/our Application Form for (also referred to as "**APPLICANT**") for provisional allotment of Residential Apartment in Group Housing project namely
..... UPRERA Registration No.- www.up-rera.in situated at Plot No. GH-02, Sector-16C, Greater Noida (West), Gautam Budh Nagar, Uttar Pradesh (herein after referred to as "**THE SAID PROJECT**") being developed and promoted by M/s Sam India Abhimanyu Housing having its registered office at GH-02, Sector-16C, Greater Noida (West), Uttar Pradesh (hereinafter referred to as "**THE PROMOTER**")

I/We after fully satisfying myself/ourselves in respect to the sanctioned plan, specifications and approvals for the said Project and about the status/title/interest of the Promoter over the land on which the said Apartment/Building is being developed and all limitations and obligations in respect thereof, are booking this apartment. I/We have read and understood the terms and conditions stated herein and in Agreement for Sale/Sub-Lease, draft of which has been provided to me/us by the Promoter and which shall be executed after confirmation of my booking.

I/We, The Applicant remit herewith a sum of RS (Rupees..... only) by RTGS/Bank Draft /Cheque No dated..... drawn on..... as part booking amount/booking amount/Earnest Money* for the provisional allotment of the Apartment.

***Please note that 10% of total price of Apartment shall constitute Booking amount/Earnest Money.**



1. PARTICULARS OF APPLICANT(S)

(To be filled in case of individual(s))

First Applicant

Mr./Mrs./Ms.

Son/Wife/Daughter of Mr./Mrs.

Date of Birth..... Marital Status

Anniversary

Residential Status: Indian [] Non – Resident Indian []

Foreign National of Indian Origin [] Nationality.....

Permanent Address

.....

Correspondence Address.....

.....

Employment Type: - Self Employed [] Salaried []

Profession/Job Title E-Mail

Company Name and Address

.....

Tel. Residence Office Mobile

PAN No. Aadhar/Passport No.

Second/Joint Applicant

Mr./Mrs./Ms.

Son/Wife/Daughter of Mr./Mrs.

Date of Birth..... Marital Status

Anniversary

Residential Status: Indian [] Non – Resident Indian []

Foreign National of Indian Origin [] Nationality.....

Permanent Address

.....

Correspondence Address.....

.....

Employment Type: - Self Employed [] Salaried []

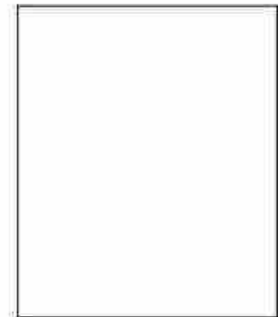
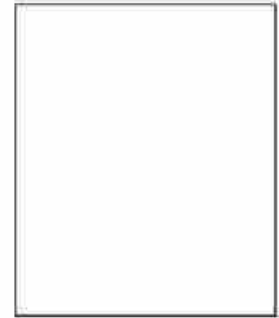
Profession/Job Title E-Mail

Company Name and Address

.....

Tel. Residence Office Mobile

PAN No. Aadhar/Passport No.



(To be filled in case of a Proprietorship Firm/Partnership Firm/Promoter)

M/s.

Registered office.....

Resolution/Board Resolution/ Authorization Letter dated

Correspondence Address

Details of Proprietor/Partner/Authorized Person

Mr./Mrs./Ms.

Son/Wife/Daughter of Mr./Mrs.

Date of Birth..... Marital Status

Anniversary

Residential Status: Indian [] Non - Resident Indian []

Foreign National of Indian Origin [] Nationality.....

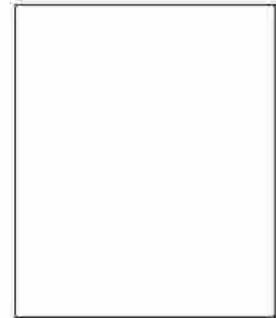
Permanent Address

Correspondence Address.....

Profession E-Mail.

Tel. Residence Office Mobile

Company/Firm PAN No. Aadhar/Passport No.....



2. Description of Apartment :

(i) Tower No. (ii) Apartment No.

(iii) Floor..... (iv) Car Parking

(v) Carpet Area..... (Sq. Ft.) (Sq. Mtrs)

(vi) Exclusive Area (if any) (Sq. Ft.) (Sq. Mtrs)

(vii) Built Up Area (Sq. Ft.) (Sq. Mtrs)

(viii) Super Area (Sq. Ft.) (Sq. Mtrs)

(ix) Other Details

(x) Specifications of the Apartment: **Annexure B** attached with this application Form

(xi) Unit Plan: **Annexure C** attached with this application form

3. Details of Total Price of Apartment:

The Total Price for the Apartment is Rs. _____ (Rupees _____ only)

For Price Breakup, See Annexure D Attached with this application form.

4. Heads of expenses not Included in Total Price :-

It is hereby clarified and understood by the Allottee that Total Price of the Apartment as stated in clause no. 3 above does not includes the followings:-

- (i) Charges payable by the Allottee at the time of giving offer for possession by the Promoter.
 - (a) Interest Free Maintenance Security deposit (IFMS) @Rs. 50/- Sq. Ft. of carpet area to the Promoter/Maintenance agency, as the case may. This IFMS shall be on one time basis and non-refundable but transferrable.
 - (b) Water Sewer line or other charges as required to be paid/payable by the Promoter to the Government authorities on proportionate/pro rata basis.
 - (c) PVVNL/NPCL Electricity Connection and other charges as required to be paid/payable by the Promoter to the Government authorities, on proportionate basis.
 - (d) IGL (Indraprastha Gas Ltd.) charges for laying down pipes, provisions for enabling supply of PNG in the project.
- (ii) The Allottees hereby agree that in case of any amendment under the Electricity or other applicable local laws, it becomes necessary to install separate electricity meter for individual Apartment, Allottee agrees to pay entire cost of the electricity meter and its installation charges, entire cabling, security deposit etc. on actual basis to the Electricity Department/concerned authority or to the Promoter (as the case may be).
- (iii) FTTH Charges and Club Usage Charges.
- (iv) Applicable cost of availing any Optional Facilities by Allottee.

5. Payment Plan and Other Details

5.1 Payment plan opted: [A] Construction Link Plan [B] Flexi Plan [C] Any other Plan

Details as per Annexure E as attached with this application form.

5.2 Mode of booking: Direct Dealer Reference

6. Documents to be submitted by the Applicant: -

I/we enclose herewith, **Notarized/self-attested** copies of following documents for your records and reference:

- (i) Address Proof: i.e., Aadhar Cards/Voter's Identity Cards/Passport/Driving License etc.
- (ii) PAN Card(s)
- (iii) Two Photographs of each Applicant.
- (iv) Booking amount Cheque/Draft/RTGS receipt.



(Additional Mandatory documents in case of juristic legal entity like Company/Society/Firm/any entity)

- (i) Memorandum and Articles of Association/By-laws
- (ii) Resolution in favour of signatory passed by Board/Governing Body or the Power of Attorney (in original)
- (iii) List of Directors/office bearers
- (iv) PAN Card and Address Proof of authorized signatory
- (v) PAN Card of Company

(Mandatory documents in cases of partnership firms)

- (i) Partnership Deed
- (ii) Letter of Authority signed by all partners in favour of signatory
- (iii) PAN Card

(Mandatory documents in cases of Foreign Nationals, PIO, NRIs and OCI)

- (i) Passport (required) & Visa (if any required)
- (ii) Documents regarding payment through NRE/NRO account

DETAILS OF ASSOCIATE/CHANNEL PARTNER:

- 1. Name of Company /firm:
- 2. Address of Company:
- 3. E-mail:
- 4. Name of the Contact Person:
- 5. RERA Registration no.:
- 6. Phone Number(s):

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. I/We agree to sign and execute Allotment Letter/Agreement to Sale/Sub -Lease and all necessary agreements and other required documents as and when desired by the Promoter within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/ expenses incidental thereto.

I/We further confirm that I/we am submitting this Application Form after understanding the entire manner and scope of development are to be undertaken in the Project, including the details of the Super Area, Carpet Area, Exclusive Area, common areas and facilities being provided, without relying on any of the publicity materials/advertisements published in any form or any channel by the Developer or any third party in the past. I/we am/are aware and I/we confirm that the advertisements/publicity material released in the past does not provide any warranty and may not be providing complete details/disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 ("Act") read with Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017 and I/we am not relying on the same for our decision to purchase the Unit.



Save and except the information/disclosure contained herein and on Uttar Pradesh Real Estate Regulatory Authority ("UPRERA") website, I/we confirm and undertake not to make any claim against the Promoter or seek cancellation of this Application Form/Allotment Letter/Agreement to Sub-lease or refund of the monies paid by me/us by reason of anything contained in other information/disclosure not forming part of this Application Form/Allotment Letter/Agreement to Sale/Sub-lease or the UPRERA website.

I/we have fully read and understood the Terms and Conditions attached hereto as Annexure A which contains broad terms, conditions, representations, covenants, etc. and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, cost of property, other charges and payment terms as set out herein. The Terms and Conditions as mentioned in Annexure A forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.

Signature of First Applicant: _____

Signature of Second Applicant: _____

Place _____

Date _____

Note: -

Persons signing the application on behalf of the other person/firm/Promoter shall file authorization/power of attorney /board resolution duly attested by Notary public.

For office use only

Checked By Sales Personal: _____

Application verified/ approved by: CRM/ Sales Dept.: _____

Date _____

Special remarks (if any):

Checklist for Receiving/Booking Official:

- (a) Booking Amount.
- (b) Customer Signature on all pages of the Application Form.
- (c) Signed copy of Payment Plan
- (d) Pan No./Form 60/Copy of Pan Card
- (e) Copy of Address Proof & Copy of ID Proof
- (f) For Companies: Memorandum & Articles of Association/Board Resolution
- (g) For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed.
- (h) For NRI: Copy of Passport & Payment through NRE/NRO Account.
- (i) E-mail ID and Mobile No of the Applicant(s)
- (j) Copy of Aadhar Card of Applicant(s)

ANNEXURE A: Terms and Conditions for booking of Apartment in said project

1. BOOKING

- 1.1 The Applicant(s) has specifically indicated the preference for the Apartment booked and said preference shall not be allowed to be changed.
- 1.2 That in case there are joint allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly & duly served upon all the allottees.
- 1.3 The Promoter may seek additional documents and/or information necessary for the compliance under Applicable Laws or to substantiate any information provided in the Application.

2. PAYMENT

- 2.1 All payments shall be made by way of cheque/D.D./Pay order/RTGS/NEFT in the name of payable at Greater Noida or as communicated by the Promoter from time to time.
- 2.2 Foreign or NRI/PIO applicant(s) shall be solely responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing investment by such applicant in immoveable property in India including remittance of payment in India.
- 2.3 It is the sole responsibility of the Allottee to deduct applicable Tax deduction at source ("TDS") on each payment made by Allottee under this Agreement, in accordance with the provisions of the Income Tax Act, 1961, for the time being in force. The applicant is required to submit to the promoter TDS certificate and challan showing proof of deposit of the same within 7 (Seven) days from the date of tax to deposited, so that the appropriate credit may be allowed to the account of the applicant.
- 2.4 It is hereby agreed, understood and declared by and between the parties that expenses i.e., cost of Stamp duty for registration of the agreement to sell/Sub Lease, registration charges/fee, miscellaneous expenses and advocate legal fee/charges etc. shall be borne and paid intending allottee(s) only.
- 2.5 If the Government or any other authority under law demands/levies any additional fees, taxes, charges, by whatever name called with regard to Project Land/Apartment including development charges for roads, power, infrastructure facilities in the area and/or compensation to farmers/ other stakeholders etc. from retrospective or prospective effect and the Promoter is required to pay such charges/levies/demands to the concerned Authorities, then Promoter has right to demand such charges/levies/demand from the Allottee on proportionate basis and the Allottee agrees to make payment of the same.

3. ACKNOWLEDGEMENTS/ASSURANCES BY THE PARTIES.

- 3.1 The Promoter assures that it has absolute, clear and marketable title with respect to Land over which the said project is being developed; the requisite legal rights to carry out development upon the Land and absolute, actual, physical and legal possession of the said Land for the Project.
- 3.2 The Promoter has requisite approvals from the competent Authorities to carry out construction and development of the Project. The said Project is registered with UPRERA vide no
- 3.3 The Applicant understands that the Promoter is developing the Project in various phases. This "Palm Olympia Ph " project is the part of the Total Project land of 101264 sq metres situated at Group Housing Plot No GH-02, Sector 16C, Greater Noida (west).
- 3.4 The Applicant has clearly understood and accepted, the rights of the Promoter in the Project, total project and the said Project Land. The Promoter has clarified, and the Applicant has clearly understood, that the layout plan of the Project and Total Project depict the various residential areas, commercial areas, other structures and facilities & amenities which are proposed to be developed in phases in future. The Applicant has also understood that the construction, structures, facilities and amenities and their earmarked uses in other phases of the Total Project may be modified/amended by the Promoter in accordance with the approvals received/to be received from GNIDA and other competent authorities, at any stage, as per applicable laws, to which the Applicant shall have no objection, and such changes shall be binding on both the Parties;
- 3.5 The Applicant acknowledges and confirms that the Promoter has readily provided requisite information and documents to the Applicant for clarifying that the Project is a part of Total Project, which consist of several phases, and that community and other facilities and amenities are being developed by the Promoter in the residential area of this phase or will be developed by the Promoter as part of residential area of subsequent phases, and that such facilities and amenities (i.e. facilities and amenities in residential area of this phase and residential area of other subsequent phases of the Total Project) will be available for use to the Applicant (along with other Applicants/occupants of other parts of the Total Project). The facilities and amenities, which are proposed in subsequent phases, will be available for use to the Applicant (along with other Applicants/occupants of the Total Project) only after completion of the respective phases in the Total Project.
- 3.6 The use of Common Areas and other facilities and amenities in the Project and other phases of the Total Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Promoter/Maintenance Agency/Association/Association of Total Project, from time to time, in this regard, and payment of maintenance charges, fees, etc.
- 3.7 The applicant(s) acknowledges and confirms that he/she shall not have any right or entitlement over the commercial area of the project i.e shops/commercial units/offices/nursery school and nursing home. The common facilities and amenities lying in the commercial area of the project shall be for the exclusive use of the allottees of commercial shops/units/offices/nursery school/nursing home only.
- 3.8 That applicant(s) acknowledges and confirms that the promoter has reserved its rights to allot/sold the un-alloted parking spaces further in future even after handing over the maintenance of the project to the A.A.O. (Association of Apartment Owners). The A.A.O. (Association of Apartment Owners)/Owner/Allottee/Occupier of the flat shall not have any right on un-alloted parking spaces.

- 3.9 The applicant(s) acknowledge and confirms that any delay on account of the authority for issuance of the completion certificate/Occupancy Certificate shall not be considered as any delay on account of the Company. The date of applying the completion certificate/Occupancy Certificate shall be resumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of the applying for the completion certificate/Occupancy Certificate only.
- 3.10 The Applicant also agrees and acknowledges that the rights of the Applicant will be restricted to his Apartment and Common Areas, as provided in RERA and Apartment Act. The Applicant shall not have any right, title and interest in the Independent Areas, as declared in the Deed of Declaration filed/to be filed before GNIDA, which is sanctioned for the Project and Total Project. The Promoter shall be entitled to develop the Independent Areas in such manner as may be deemed fit by the Promoter and sell/transfer/assign/encumber/lease the same in any manner as may be deemed fit by the Promoter. The Promoter, at its sole discretion, and in accordance with Applicable Laws, including but not limited to the Apartment Act and the RERA shall be entitled to construct modify/redevelop the Independent Areas from time to time.
- 3.11 That the intending Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment, as the case may be or at any time thereafter, have no objection to the promoter constructing or continuing with the construction of the remaining structures in the Project or other buildings adjoining the Apartment sold to the intending Allottee(s).
- 3.12 The Applicant(s) is aware that for the purposes of maintenance and management of the Project, the Promoter would be appointing a facility management company, at its sole discretion without any reference to the Applicant(s) and other occupants of the Project on such terms and conditions as the Promoter may deem fit and the Applicant(s) agrees and consents to the same. The Applicant(s) acknowledges that the Promoter may also retain some portion/Units in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant(s) shall not raise any objections with respect to the same.
- 3.13 The Promoter shall have the right to explore the independent areas /the terrace/open areas/space(s) in the project complex, in case of any change in the F.A.R. Policy and the increased F.A.R. so sanctioned/approved by the authority, and shall accordingly carry out construction of additional apartment(s)/space (s) as per applicable laws. The applicant(s)/intending allottee(s)/allottee(s) shall not interfere, in any manner, with such rights and authority of the promoter, who shall be the exclusive owners of the apartment(s)/commercial space(s)/unit(s) subsequently constructed as per the revised/modified sanction plans for the additional F.A.R.
- 3.14 It is clearly understood that the car parking space is a package deal with the sale of the flat/ dwelling unit. The promoter has explained and the applicant(s) has agreed that the specific area for the agreed car parking shall be decided at the time of giving of possession of flat to the applicant(s) including by the way of mechanical parking and

further that the promoter shall have the right to decide the same in its exclusive discretion including the mode of allotment. It is further agreed that in case of an applicant(s) has been allocated additional parking, the car parking space may be allotted in the discretion of the promoter on back-to-back basis/mechanical parking and not by way of separate parking space for each car. That it is also agreed and acknowledged by the buyer that to meet the requirement of additional car parking space in the event of additional construction/expansion in view of the permission for additional F.A.R, the promoter may in its discretion, convert the existing car parking space in a manner to create additional space for car parking by and including and not limited to the use of mechanical parking technology, without however, disturbing the right of the buyer of the flat as to be allotted parking granted herein.

4. FINANCE

- 4.1 It is hereby agreed, understood and declared by and between the parties that the promoter may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/apartment in the said Project/Complex. However, the Sub Lease Deed in respect of Apartment in favour of intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.

5. CHANGE OF ADDRESS

- 5.1 Applicant(s) shall promptly intimate the Promoter about their change of address. All the communication sent to the Applicant(s) shall be deemed accepted in case Applicant(s) fails to intimate the Promoter about the change of address.

6. FORCE MAJEURE

- 6.1 That the promoter shall complete the development/construction of the Flat on or before the date provided by promoter at the time of registration with UPRERA. Subject however, to force majeure circumstances i.e. war, flood, lock down, drought, fire, cyclone, earthquake or any other calamity caused by nature, and/or any order/directions by any competent Court or other competent authorities, tribunal, commission, board etc., government policy, guidelines, bye laws, decisions, etc. or for any unforeseen reason beyond the control of the Promoter, affecting the regular development of the real estate project ("Force Majeure"). Where the completion of the Apartment/Tower/Project is delayed due to the Force Majeure conditions then the Applicant(s) agrees that the Promoter shall accordingly be entitled to the extension of time for completion of the project and correspondingly delivery of possession of the Apartment.
- 6.2 However in case of delay in construction of the said Flat is attributable to the fault of the Promoter, then the Applicant(s) shall be paid delay penalty @ equal to MCLR (Marginal Cost of Lending Rate) on homeloan of State Bank of India as applicable on the date of Registration of the project with UPRERA Authority plus 1% on the amount paid by the Applicant(s) for the period of delay provided that the Applicant(s) has made payment of all installments towards the sale consideration of the said Flat in time and without making any delay to the Promoter.
- 6.3 That it is clearly explained, understood and agreed by the intending applicant(s) that due to any Force majeure reason, as stated above, the whole or part of the project is abandoned, the intending applicant(s) shall have no claim of any kind against the promoter, and the promoter will be discharged of its obligations under the agreement

on the payment of the principal amount in full as received from the intending allottee(s), without any interest thereon.

7. GENERAL TERMS & CONDITIONS:

- 7.1 The Applicant agrees that this Application is a mere request by the Applicant(s) for booking of the Apartment and merely submission of the application for booking shall not automatically entitle the Applicant to the Apartment or create any right or interest in the Apartment in favour of the Applicant. The Promoter reserves the right to reject the application of the Applicant(s) without assigning any reason thereof.
In case of non-allotment of the Apartment at booking stage, the right of Applicant shall be limited only to the refund of the deposited amount without any interest.
- 7.2 The Applicant agrees and acknowledges that upon payment of complete booking amount of 10% of the Total Cost of Apartment and also execution of Agreement for sale/sub -lease on specified format, the allotment of the Apartment become final and binding on the Applicant and the Promoter, in accordance with the terms and Conditions contained therein. At all times, the terms and conditions of the executed Agreement to sale/Sub-lease shall have over riding effect upon the application.
- 7.3 In case the Promoter rejects the application for booking of the Apartment due to any reason whatsoever, the Applicant(s) thereafter shall have no other right, claim or interest of whatsoever nature in the Apartment or against the Promoter except the refund of the actual amount deposited by him/her without any interest. After payment of this amount the Promoter shall be completely discharge of all obligations towards the Applicant(s).
- 7.4 In case, applicant(s) cancels his/her booking or defaults in payment of minimum 10% of Total sale price of Apartment(earnest money) or fails to sign or execute the Allotment Letter/Agreement To Sub Lease and other documents within the prescribed time limit , the Promoter shall have the right to cancel the booking after notice of such cancellation and forfeit the earnest money along with certain non refundable amounts such as brokerage, administrative charges, applicable taxes, if any paid by the Promoter.
- 7.5 All disputes, difference or disagreement arising out of, in connection with or in relation to this booking/allotment shall be mutually discussed and settled between the Parties and in case of their non settlement, it shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996.The venue of arbitration shall be at Gautam Buddha Nagar, U.P and to be conducted by a sole arbitrator, appointed by the Promoter.
- 7.6 That the legal relations between the Parties hereto shall be determined and governed according to the laws of India and the Courts at Gautam Buddha Nagar alone shall have jurisdiction to decide any dispute including arbitration.

The Applicant(s) herein declares that the above terms and conditions have been read and understood by me/us and the same are acceptable to me.

Signature of First Applicant: _____

Signature of Second Applicant: _____

Date: _____ Place: _____



ANNEXURE B
SPECIFICATION OF THE UNIT

ANNEXURE C

UNIT PLAN

ANNEXURE D
PRICE BREAKUP OF THE UNIT

ANNEXURE E
PAYMENT PLAN