

## APPLICATION FORM

For Official Use: Application No. \_\_\_\_\_

_____	_____	_____	_____	_____	_____	_____
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Customer Type: (Kindly (X) the relevant box)

Marketing Representative: .....

Individual  
 HUF

Ltd. Company  
 NGO/Charitable Trust

Pvt. Ltd. Company  
 Others

Proprietorship  
 If Others, Specify .....

Partnership Firm

### For Office Use Only

Application Status: Accepted/Rejected

Booking Date: \_\_\_\_\_

Customer ID: \_\_\_\_\_

Booking Mode: \_\_\_\_\_

Property No.: \_\_\_\_\_

Entry Type: \_\_\_\_\_

**M/s Omaxe Pancham Realcon Pvt. Ltd.**

(Erstwhile M/s Pancham Realcon Pvt. Ltd.

**(CIN U4500DL2008PTC179473)**

**Registered Office-** 10, Local Shopping Centre,  
Kalkaji, New Delhi-110019

**Regional Office-** First Floor, 56A/56B, Adarsh Square,  
Sardar Patel Marg, Civil Line, Prayagraj-211001, (U.P.)

Dear Sir/Madam,

**RERA Registration No.:** \_\_\_\_\_

**RERA Regd. Project Name:** \_\_\_\_\_

I/we, the undersigned, apply for allotment of Residential Flat(s)/Apartment(s) (herein referred to as '**Unit**') in your Project named as \_\_\_\_\_ which is an integral part of "**Omaxe Integrated Hi-tech City" Prayagraj**", on land situated at Village Mawaia Upahar, Tehsil-Karchhana, Prayagraj, Uttar Pradesh (hereinafter referred to as the "**said Project**") being developed and constructed under lawful arrangement by **M/s Omaxe Pancham Realcon Pvt. Ltd.** (Erstwhile M/s Pancham Realcon Pvt. Ltd.) **(CIN No. U45400DL2008PTC179473)**, a company registered under Companies Act, 1956 having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110019 & Regional Office at First Floor, 56A/56B, Adarsh Square, Sardar Patel Marg, Civil Line, Prayagraj-211001, (U.P.) (herein referred to as the "**Promoter**"), willfully and voluntarily after going through and accepting the entire terms and conditions of this Application Form.

In the event of your agreeing to allot the said Unit(s), I/we agree and undertake to abide by the basic terms and conditions attached to this application form and being part thereof and also agree to sign and execute, as and when desired by the Promoter, the Allotment Letter and/or the Agreement for Sale on the Promoter's standard format and I/we shall accept the specifications pertaining to the Unit and shall pay the Total Sale Price of the said Unit as and when demanded by the Promoter. I/we hereby remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

dated \_\_\_\_\_ drawn on \_\_\_\_\_) vide Bank Draft/ Cheque No. \_\_\_\_\_ towards advance money for allotment of said Unit.

I/we clearly understand that this application does not constitute an Agreement for Sale and I/we do not become entitled to the allotment of said Unit notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Agreement for Sale, Addendum to the Agreement for Sale, if any and/or such other documents as may be required by the Promoter (depending on the option availed), the allotment shall become final and binding upon the Promoter. If, however, I/we cancel/withdraw this application or I/we fail to sign/execute and return signed Agreement for Sale and get the same registered as per instructions from the Promoter, then the Promoter may at its discretion treat my/our application as cancelled and the money paid till date by me/us shall stand forfeited.

I/we further agree to pay the installments and additional charges/cost as per the Payment Plan (opted by me/us), as shown in the Price List and/or as stipulated/ demanded by the Promoter, failing which the application/ allotment shall stand cancelled and the money paid till date along with interest, if any shall be forfeited by the Promoter. My/our particulars are given hereinafter:

Signature of Applicant(s)

X

X

## **Applicant's Particulars for Reference and Record**

*\*To be filled in BLOCK LETTERS by the applicant using a BLACK pen.*

**SOLE / FIRST APPLICANT DETAILS** (Leave a Space Blank between two consecutive words)

<b>Customer Name:</b>	First Name	Second Name							
<b>S/o, W/o, D/o, C/o:</b>	Last name								
<b>DOB/DOI:</b>	D D	M M	Y Y Y Y	<b>Gender:</b>					
<b>Profession:</b>									
<b>Designation:</b>									
<b>Promoter/ Firm Name</b>									
<b>PAN*</b>									
<b>Passport No.:</b>									
<hr/>									
<b>Phone No (Residence)</b>	AREA CODE	NUMBER	<b>Office No.</b>	AREA CODE					
<b>Mobile No.:</b>									
<b>Email ID:</b>									
<hr/>									
<b>Permanent Address:</b>									
State	PIN		City						
<b>Office Address:</b>									
State	PIN		City						
<b>Correspondence Address:</b>									
State	PIN		City						
<i>Kindly (X) the Relevant Box</i>									
<b>Residential Status:</b>	Resident	<input type="checkbox"/>	Non Resident	<input type="checkbox"/>	Person of Indian Origin	<input type="checkbox"/>	Foreign National	<input type="checkbox"/>	
<b>Marital Status:</b>	Married	<input type="checkbox"/>	Unmarried	<input type="checkbox"/>	<b>No. of children</b>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Professional Details:</b>									
<b>a. Industry:</b>	<input type="checkbox"/> IT	<input type="checkbox"/> IT-ES/BPO/KPO	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Financial Services	<input type="checkbox"/> Telecom	<input type="checkbox"/> Retail			
<input type="checkbox"/> Hospitality Services	<input type="checkbox"/> Medical/ Pharmaceutical	<input type="checkbox"/> Media/Entertainment	<input type="checkbox"/> Travel /Transport						
<input type="checkbox"/> Others, Please Specify.....									
<b>b. Annual Income:</b>									
<15 Lakhs	<input type="checkbox"/>	15-20 Lakhs	<input type="checkbox"/>	20-30 Lakhs	<input type="checkbox"/>	30-50 Lakhs	<input type="checkbox"/>	50 Lakhs & >	<input type="checkbox"/>
<b>Date:</b>									
<b>Place:</b>									
<div style="border: 1px solid black; padding: 10px; text-align: center;"> First Applicant Signature  (Signature should be within the Box) </div>									

## Applicant's Particulars for Reference and Record

\*To be filled in BLOCK LETTERS by the applicant using a BLACK pen.

### Co-APPLICANT DETAILS (Leave a Space Blank between two consecutive words)

Customer Name:	First Name	Second Name	
	Last name		
S/o, W/o, D/o, C/o:	First Name	Second name	
	Last Name		
DOB/DOI:	D D M M Y Y Y Y	Gender:	(Leave a Space Blank between two consecutive words)
Profession:			
Designation:			
Promoter/ Firm Name			
PAN*			
Passport No.:			
Relationship with the First Applicant:			

Affix a Recent  
Colored Passport  
Size Photograph  
of the Applicant  
and Sign Across  
it.

Phone No (Residence):	AREA CODE	NUMBER	Office No.	AREA CODE	(Leave a Space Blank between two consecutive words)
Mobile No.:				Fax No.	
Email ID:					
Permanent Address:					
			City		
State			PIN		
Office Address:					
			City		
State			PIN		
Correspondence Address:					
			City		
State			PIN		

Kindly (X) the Relevant Box

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

Marital Status: Married  Unmarried  No. of children

#### Professional Details:

a. Industry:	<input type="checkbox"/> IT <input type="checkbox"/> IT-ES/BPO/KPO	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Financial Services	<input type="checkbox"/> Telecom <input type="checkbox"/> Retail
	<input type="checkbox"/> Hospitality Services <input type="checkbox"/> Medical/ Pharmaceutical	<input type="checkbox"/> Media/Entertainment <input type="checkbox"/> Travel /Transport	
	Others, Please Specify.....		

#### b. Annual Income:

<15 Lakhs	<input type="checkbox"/>	15-20 Lakhs <input type="checkbox"/>	20-30 Lakhs <input type="checkbox"/>
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30-50Lakhs	<input type="checkbox"/>	50 Lakhs & > <input type="checkbox"/>
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Date:

Place:

\*Copy of PAN Card and Aadhar Card to be attached mandatorily

**DETAILS OF SAID UNIT:**

Unit No. <input type="text"/>	Block/Tower <input type="text"/>	Floor <input type="text"/>
Carpet Area: Sq. Ft. <input type="text"/>	Sq. Mts. <input type="text"/>	Phase/Part <input type="text"/>
Super Area: Sq. Ft. (For reference only) <input type="text"/>	Sq. Mtr. <input type="text"/>	

**DETAILS OF PRICING:**
**(Amount in Rs.)**

	<b>As per applicable Price list (Sq Ft./Sq Mtr.)</b>	<b>PRICE</b>	
<b>A. Total Price of the Said Unit</b>	Rs. <input type="text"/>	<input type="text"/>	<input type="text"/>
<b>B. Advance Maintenance Charges</b> (Estimated Charges for 1 Year On Super Area)	Rs. <input type="text"/>	Rs. <input type="text"/>	<input type="text"/>
<b>C. Interest Free Maintenance Security Deposit (IFMS)</b>	Rs. <input type="text"/>	<input type="text"/>	<input type="text"/>
<b>D. Total Amount (A+B+C)</b> Amount in Figure	Rs. <input type="text"/>	<input type="text"/>	<input type="text"/>

1. The Total Price of the Unit includes recovery of all cost fee, charges including cost towards proportionate common areas, facilities, amenities, green area, 5KVA power back-up, open parking space (s)/Stilt Car Parking Space (s) (as the case may be), club membership charges, External Development Charges, Fire Fighting Equipment Cost and External Electrification Charges (EEC). However, it excludes GST and other applicable taxes payable on purchase of said unit.
2. The applicable Stamp Duty, Registration Charges and Legal Charges shall be paid by the applicant for registration of Sale Deed of the unit.
3. Electricity load and electricity meter shall be as per applicant's individual requirement or as per requirement of UPPCL and the applicant shall additionally pay the cost and expenses for the same to the Concerned Authority /Promoter on demand.

**Plan Type (Tick whichever is applicable):**
**As per attached Annexure**

a. Down Payment Plan 

c. Time Linked Payment Plan 

Mode of Booking:	a. <input type="checkbox"/> Direct	b. <input type="checkbox"/> Real Estate Agent	c. <input type="checkbox"/> Employee Referral	Employee Name: .....
				Employee Code: .....

**Real Estate Agent (REA) Information:**

REA Name: <input type="text"/>	REA Address: <input type="text"/>	REA RERA Reg. No.: <input type="text"/>	REA Contact No.: <input type="text"/>	REA Signature With Seal: <input type="text"/>
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**DECLARATION**

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked Unit by the Promoter, if the enclosed document/ information found to be forged or faked. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/ Agreement for Sale, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Promoter of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Promoter shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid Unit through my/our aforesaid Real Estate Agent /broker and I/we shall be liable and responsible for any action/inaction of aforesaid real estate agent in respect of aforesaid Unit, and shall not hold the Promoter responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Unit then I/we shall provide NOC from my/our aforesaid Real Estate Agent.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

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

1. 

1. 

2. 

2. 

Note: i). All Cheque/Drafts to be made in favor of " \_\_\_\_\_ " payable at par only.

ii). Persons Signing the Application Form on Behalf of other person/firm/company shall file proper Authorization/Power of attorney.

## REAL ESTATE AGENT (REA) DECLARATION

(\*To be filled by the REA in case of REA Booking)

I \_\_\_\_\_ Authorized Signatory of M/s \_\_\_\_\_ having RERA Reg. No. \_\_\_\_\_, do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/ information found to be forged or faked and resultant cancellation of booked Unit by the Promoter. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s). I/we shall abide by the provisions of RERA, 2016 and Rules made thereunder and in case of non-compliance, the Promoter shall have right to withhold/forfeit the commission payable to me/us in respect of facilitation of booking of the said Unit. My/our RERA Registration is valid till \_\_\_\_\_ >

REA ASO No.

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.....  
Signature of the REA with stamp

Signature Specimen

### First Applicant Signature

Specimen One

Specimen Two

### Co/Second Applicant Signature

Specimen One

Specimen Two

### CHECKLIST

- Application Form is completely filled with photographs and duly signed by the Applicant(s)
- Four Specimen Signatures have been made by the Applicant(s)
- Cheque for booking amount is in proper name and duly signed and dated
- Self-attested copies of PAN card and AADHAAR Card of all applicants are attached with the form
- Self-attested copy of Passport for all foreign Nationals of Indian Origin is attached with the form
- Address Proof and other relevant documents are attached with the form

### Remarks (if any):

Booking Concession (if any):

Booked By

Checked By

Approved By

## TERMS & CONDITIONS

1. I/we have applied for allotment of Residential /Apartment /Flat (herein after referred to as said '**Unit**') in the Project named as "\_\_\_\_\_ " which is an integral part of "**Omaxe Integrated Hi-tech City" Prayagraj**, on land situated at Village Mawaia Uparhar, Tehsil-Karchhana, Prayagraj, Uttar Pradesh (hereinafter referred to as the "**said Project**") being developed and constructed under lawful arrangement by **M/s Omaxe Pancham Realcon Pvt. Ltd.** (Erstwhile M/s Pancham Realcon Pvt. Ltd.) (CIN No. U45400DL2008PTC179473).
2. 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 said Unit, I/we have verified the terms/conditions of allotment and price of the said Unit with other Developers in the vicinity and have fully satisfied myself/ourselves about the terms, conditions, price of the said Unit and nature of rights, title, interest of the Promoter in the said Project, which is being developed/ constructed by the Promoter as per prevailing byelaws/guidelines of the concerned Competent Authority (hereinafter referred to as "**said Authority**") and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof. I/we further agree and undertake to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority in this regard to the Promoter.
4. I/we acknowledge that the Promoter, as and when demanded by me/us, has provided all information & clarifications as required by me/us about the said Project and that I/we have relied on data/matters/things as specifically represented in this Application and on my/our own judgment and investigation(s) for applying for allotment of the said Unit.
5. I/we hereby declare that in case the Promoter decides not to allot the said Unit for any reason whatsoever, my/our claims shall be limited only to the extent of refund of the booking/part booking amount paid along with the Application without any interest, compensation, damages etc.
6. I/we have received all the information as per prevailing law. I/we hereby understand that the Promoter shall confirm the final carpet area of said Unit that has been allotted to me/us after the Occupancy Certificate/ Completion Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by me/us within ninety days with annual interest at the rate prescribed in the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State Government, from the date when such an excess amount was paid by me/us. If there is any increase in the carpet area allotted to me/us, then the Promoter may demand that from me/us as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the booking rate. However, if the Promoter has given any discount/concession to me/us at the time of booking, I/we agree that I/we shall not be entitled to claim such discount/concession from the Promoter if I/we are required to pay towards increase in the carpet area of the said Unit to the Promoter.
7. I/we understand and agree that the Promoter may make any changes to the approved layout plan, sanctioned plan of the Project and nature of amenities in terms of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State Government. The Promoter is entitled to make such minor additions or alterations as may be required by me/us or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer for which I/we grant my/our consent herewith.
8. The Promoter may develop the project in a phased manner and every Phase therefore will be considered a standalone real estate Project.
9. In case where the Promoter proposes for a revision in layout plan of the Project with my/our consent and thereupon my/our said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund or demand preferential location charges which I/we hereby agree to pay/have refund/have adjusted in last installment as stated in the payment plan opted by me/us.
10. I/we have demanded from the Promoter and the Promoter has allowed me/us to inspect and examine in details all records relating to the right, interest, competency, entitlements, etc. of the Promoter in respect of the said Plot of Land, said Project and said Unit and to construct, market, sell and convey the interest agreed to be transferred hereunder in the said Project and various plans, approvals, permissions, sanctions, etc. granted by various competent authorities in favour of the Promoter, which may be revised either due to change in byelaws or any policies applicable from time to time, customers' requirement or due to any technical reason or due to any planning or architecture or statutory requirement, technical, market, lease, utility needs etc. resulting in need of revision of building plans or change in floor plan or change in circulation or common areas for optimizing the revenue returns or as per the requirement of the operator/maintenance agency for the larger benefit of the Project and I/ we am/are fully satisfied with regard to the above and there shall be no reinvestigation/ objections by me/us in this regard and I/we hereby agree and extend my/our irrevocable consent as per **Annexure-B** for change in building plans or change in floor plan or change in circulation or common areas as stated herein above, which may be resulted in change in location, number, dimension, area, orientation, etc. of the said Unit. Furthermore, I/we have completed due diligence to my/our entire satisfaction, including inter-alia in respect of the representations made by the Promoter.
11. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10 % of Total Price of the said Unit shall collectively constitute the Booking Amount.

12. I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Unit is the essence of the terms of the booking. I/we agree to make all payments within time as per the terms of Schedule of Payments as mentioned in Annexure-A and/or as may be demanded by the Promoter from time to time and I/we agree that the Promoter is under no obligation to send demand/reminders for payments. I/we understand and agree that in case I/we fail to make payments for 2 (two) consecutive demands made by Promoter as per the Payment Plan annexed hereto, I/we shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in RERA. Further, if any discount/ concession has been given by the Promoter in the Total Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied cost, then I/we hereby authorize the Promoter to withdraw such discount/concession and demand the payment of such discount/ concession amount as a part of Total Price of the said Unit, which I/we hereby agree to pay immediately.
13. Notwithstanding anything contained herein above, in case I/we fail to make payments for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, I/we hereby authorize the Promoter to cancel the allotment of the Said Unit and forfeit out of the amounts paid by me/us, the booking amount as aforementioned together with any interest on installments, interest on delayed payment due or payable, brokerage, real estate agent commission etc. The balance amount, if any, paid over and above the booking amount, interest on delayed payment due or payable, brokerage, real estate agent commission etc. shall, however be refunded to me/us or financial institution, as the case may be by the Promoter without any interest after compliance of certain formalities by me/us and the Agreement For Sale/Allotment Letter executed between the Promoter and me/us shall thereupon stand terminated and I/we shall be left with no right, title, interest, lien etc. on the Said Unit. The Promoter shall intimate me/us about such termination at least 30 days prior to such termination.
14. The Promoter will offer possession of the said Unit to the applicant in writing within two months of receiving Occupancy Certificate of the Project, subject to force majeure circumstance and reasons beyond the control of the Promoter with a reasonable extension of time for possession subject to making of timely payment of installments to the Promoter by me/us.
15. Upon receiving offer for possession of the said Unit in writing from the Company, in case I/we fail to take possession of the Unit within stipulated period, then I/we shall be liable to pay to the Company holding charges at the rate of Rs. 2/- per sq. ft. per month on carpet area for the period beyond three months from the date of receiving occupancy certificate for the Project till actual date of possession in addition to payment of proportionate maintenance charges of common area of the project from the date of receiving Occupancy Certificate for the project
16. Subject to the Force Majeure, the Promoter shall be considered under a condition of default, if the Promoter fails to provide possession of the said Unit to me/us within the period specified or fails to complete the Project within the stipulated time period after occupation/completion certificate, as the case may be, has been issued by the Competent Authority. In such case, I/we shall have the option of terminating the Agreement for Sale in which case the Promoter shall be liable to refund the entire money paid by me/us towards the purchase of the said Unit, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice. If I/we do not intend to withdraw from the project or terminate the Agreement for Sale/Allotment Letter, I/we shall be paid, by the Promoter, interest at the rate prescribed in the Rules for every month of delay till the handing over of the possession of the Said Unit which shall be paid by the Promoter to me/us within ninety days of it becoming due.
17. I/we hereby understand that I/we shall have a right to cancel/withdraw my/our allotment in the Project. In case, I/we propose to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit booking amount paid for the allotment, interest and other dues payable for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money after such forfeiture to me/us or to my/our banker/financial institution within 45 days of such cancellation and remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit or at the end of one year from the date of cancellation/ withdrawal by the Allottee(s), whichever is earlier. The rate of interest payable by me/us to the promoter shall be as prescribed in the Act. Upon such cancellation, I/we shall execute and register the deed of cancellation or such other document ("Deed") within 15 (fifteen) days of termination notice by the Promoter, failing which the Promoter shall be entitled to proceed to execute/ register the Deed with the appropriate Sub-Registrar, including as my/our authorized constituted attorney and I/we hereby acknowledge and confirm the same. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter's right to forfeit Booking Amount and refund the balance to me/us and the Promoter's right to sell/transfer the Unit to any third party.
18. 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 real estate agent, if any, in this regard.
19. 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 Promoter from time to time without any reminders from the Promoter through demand drafts/cheques drawn upon scheduled banks in favour of " \_\_\_\_\_" payable at par.
20. I/we further agree that in case I/we make any payment towards the said Unit from any third party account, then I/we shall ensure that there would be no claim by such third party in the said Unit against the payment made from third party account and I/we further agree that the Promoter 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 Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue receipt of such payment made by me/us from third party account.

Signature of Applicant(s)

X

X

21. I/we agree that the offer for allotment of the said Unit and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment) shall be subject to the permissions granted by the Competent Authority and the usage of the said Unit and construction thereon, if any, by the applicant shall be subject to approval of plan of the said Unit by the Competent Authority as per zoning conditions, rules and regulations of the Competent Authority and shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usages in the said Unit. I/we further agree that irrespective of the size of the said Unit to be allotted through Agreement For Sale, I/we can only be entitled to construct the building thereon only in the area approved in zoning plan. If the Competent Authority may impose the certain restriction/permission towards built up area on the said Unit, in such eventuality, I/we shall be liable to comply with such restriction/permission to its fullest extent.

22. Assignment of allotment of the said Unit by the applicant shall be permissible at the discretion of the Promoter on payment of such administrative cost as may be fixed by the Promoter from time to time, provided 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.

23. All statutory charges, taxes, cess 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 Promoter. Notwithstanding anything contained contrary hereinabove, I/we hereby understand that all applicable taxes shall be payable in accordance with the opted payment plan for payment of Total Price of the said Unit. If I/we fail to disburse the installment along with applicable tax on Total Price of the said Unit in timely manner, in such eventuality, any such unpaid tax shall be construed as unpaid payment of Total Price of the said Unit and Applicant shall be liable to pay the due installments along with due taxes and interest, as applicable to the Promoter.

24. I/we hereby agree that upon completion of the said Project/Building, I/we shall enter into a Maintenance Agreement with the Promoter or any other nominated maintenance agency or other body as appointed by the Promoter for the maintenance and upkeep of the common areas and common services of the said Project and I/we hereby undertake(s) to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Promoter or its nominated maintenance agency.

25. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Promoter/Maintenance Agency from the date of commencement of maintenance services by the Promoter/Maintenance Agency in the said Project, whether the Unit is physically occupied by me/us or not. I/We further agree to make payment of monthly maintenance charges in respect of the said Unit regularly on monthly basis as per bills raised by the Promoter/Maintenance Agency. The charges of such maintenance for 1 (one) year from the date of issuance of occupancy certificate for the Project has not been included in the Total Price of the Unit as given in Annexure-A and such cost of maintenance for 1 (one) year shall be charged by the Promoter at tentative estimated rate upon offer of possession of the Unit and the same shall be paid by me/us. The one year advance maintenance charges are calculated and demanded on the basis of tentative estimation, which may be changed as per actuals at the time of offer of possession of the said Unit and in case of any increase or decrease in the said amount, the same shall be additionally paid by me/us on demand or adjusted in the subsequent bills. Till the taking over of the maintenance of the project by the Association of Allottee(s), the Promoter will continue providing maintenance services and to collect the amount of maintenance charges enhanced by 10% over and above the last paid maintenance charges per annum. Further, in case of non-payment of maintenance charges by me/us within the time specified, I/we shall be liable to pay maintenance charges along with interest at the rate of 1.5% per month and non-payment of maintenance charges shall also disentitle me/us to the enjoyment of common services including electricity, water etc. In case, I/we fail to pay one year advance maintenance charges within a period of 15 days from demand, then in such case, I/we hereby authorize the Promoter to adjust such advance maintenance charges along with applicable tax, cess etc. payable to the Promoter/Maintenance Agency from the date of issuance of Occupancy Certificate for the Project. In such case, I/we agree to pay shortfall in the IFMS within next 15 days to the Promoter/Maintenance Agency.

26. I/We hereby agree to become the member of Resident Welfare Association (RWA) for availing the Maintenance Services of the Project upon the Promoter handing over the same to the RWA. Further, the Promoter shall have the right to transfer the balance Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Applicant(s) to such RWA/Maintenance Agency, as the Promoter may deem fit, and thereupon the Promoter 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 Applicant(s) on account of the same.

27. 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/ Promoter, the amount paid towards booking and further consideration will be returned by the Promoter as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Promoter will not be liable in any manner on such account.

28. I/we further represent, undertake and warrant that I/we am/ are not utilizing any amount towards buying of the said Unit through misappropriation or embezzlement or money laundering of fund in whatsoever nature. In case any Government Agency or Courts initiate investigation about the misappropriation or embezzlement or money laundering of amount utilized for purchase amount of the said Unit, the Promoter shall have absolute right to cancel the Unit and deposit the paid amount with the concerned Government Agency/ Court after forfeiting the Booking Amount as aforementioned together with any interest on installments, interest on delayed payment due or payable, brokerage, Real Estate Agent commission etc. as per terms of the allotment and I/ we shall completely absolve and indemnify the Promoter of any liabilities, losses, expenses etc. in this regard and the Promoter shall be free to deal with the said Unit without any protest/ demur from me/ us. I/we authorize the Promoter to submit original/copy of all executed documents and share all relevant information with the law enforcement agencies without any intimation to me/us.

Signature of Applicant(s)

X

X

29. The Promoter shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant to the Promoter. Loans from financial institutions to finance the said Unit 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 Unit and I/we hereby agree to pay the sale consideration of the aforesaid Unit 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.

30. In case the Promoter is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Promoter shall refund the amount paid by the applicant as per prevailing law.

29. I/we shall before taking possession of the Said Unit, must clear all the dues towards the Said Unit and have the Conveyance Deed for the said Unit executed in my/our favor by the Promoter after paying applicable stamp duty, registration fee and other legal charges/ expenses.

30. I/we shall use/cause to be used the said Unit for **Residential purpose** only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the said Unit and forfeiture of the booking amount and other dues as stated hereinabove and the applicant will have to compensate the Promoter for all other losses resulting there from.

31. I/we shall have no objection in case the Promoter 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 said Unit to me/us.

32. I/we shall get my/our complete address and e-mail ID registered with the Promoter at the time of booking and it shall be his responsibility to inform the Promoter through letter by Registered A.D. about all subsequent changes in his 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 him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. I/we hereby agree that the Promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Promoter.

33. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter/ Agreement For Sale, 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 condition of the Allotment Letter/Agreement for Sale 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/ Agreement for Sale in this regard.

34. In case there are joint applicants, all communications shall be sent by the Promoter 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.

35. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the booking money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

36. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Said 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. In case the parties failed to settle the dispute, the same shall be referred to the Hon'ble RERA, Uttar Pradesh, as per the provision of Real Estate (Regulation and Development) Act, 2016, and Rules made thereunder. The courts at Delhi/Prayagraj shall have the exclusive 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 Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Promoter 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 qua the said Unit. If any other Person has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

**Name of Applicant (s)**

**Signature of Applicant(s)**

## Annexure-A

### **PAYMENT PLAN (Applicable Good & Services Tax (GST) to be payable along with each installments)**

#### **[A] Down Payment Plan:**

<b>At the time of Booking/ Part of Booking</b>	Rs. 5.0 Lakh (Including GST)
<b>Balance Part of booking amount on 60<sup>th</sup> Days from the date of booking</b>	10% of the Total Unit Sale Price Less amount paid on booking
<b>On 90<sup>th</sup> Days from the date of booking</b>	85% of the Total Unit Sale Price
<b>On Offer of Possession</b>	5% of the Total Unit Sale Price + 100% of Additional Charges + Other Cost (if any)

#### **[B] Time Linked Payment Plan:**

<b>At the time of Booking/ Part of Booking</b>	Rs. 5.0 Lakh (Including GST)
<b>Balance Part of booking amount on 60<sup>th</sup> Days from the date of booking</b>	10% of the Total Unit Sale Price Less amount paid on booking
<b>On 120<sup>th</sup> Days from the date of booking</b>	5% of the Total Unit Sale Price
<b>On 180<sup>th</sup> Days from the date of booking</b>	5% of the Total Unit Sale Price
<b>On casting of Stilt Floor Roof</b>	5% of the Total Unit Sale Price
<b>On casting of First Floor Roof</b>	5% of the Total Unit Sale Price
<b>On casting of Third Floor Roof</b>	5% of the Total Unit Sale Price
<b>On casting of Fifth Floor Roof</b>	5% of the Total Unit Sale Price
<b>On casting of Seventh Floor Roof</b>	5% of the Total Unit Sale Price
<b>On casting of Ninth Floor Roof</b>	5% of the Total Unit Sale Price
<b>On casting of Eleventh Floor Roof</b>	5% of the Total Unit Sale Price
<b>On casting of Top Floor Roof</b>	5% of the Total Unit Sale Price
<b>On start of Brick Work of allotted unit</b>	5% of the Total Unit Sale Price +GST
<b>On start of External Plaster of allotted unit</b>	7.5 % of the Total Unit Sale Price +GST
<b>On start of internal plaster of allotted unit</b>	7.5% of the Total Unit Sale Price +GST

<b>On start of Flooring of Allotted Unit</b>	7.5% of the Total Unit Sale Price +50% of IFMS
<b>On start of Installation of Lift Work</b>	7.5% of the Total Unit Sale Price +50% of IFMS
<b>On Offer of Possession</b>	5% of Total Unit Sale Price + AMC +100% of Additional Cost (if any)

**NOTE:**

1. Applicable Taxes is payable along with each installments.
2. Taxable Service is subject to levy of Goods and Service Tax (GST) (as applicable) by concerned authority/government.
3. Under the provisions of Section 194 (1A) of the Income Tax Act, 1961, if total sale consideration of any property exceeds Rs. 50 Lacs. then the customer shall have to deduct and deposit TDS @ 1% against each and every payment to the Company.

**CONSENT**

Under Section 14 [2] [ii] of Real Estate [Regulation and Development] Act, 2016

I/we \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ and \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ have been allotted a Commercial Shop No.\_\_\_\_\_ on\_\_\_\_\_ Floor in Project named as " \_\_\_\_\_" which is an integral part of "**Omaxe Integrated Hi-tech City" Prayagraj**, on land situated at Village Mawaia Uparhar, Tehsil-Karchhana, Prayagraj, Uttar Pradesh (hereinafter referred to as the "**said Project**") being developed and constructed under lawful arrangement by **M/s Omaxe Pancham Realcon Pvt. Ltd.** (Erstwhile M/s Pancham Realcon Pvt. Ltd.) (CIN No. U45400DL2008PTC179473), a company registered under Companies Act, 1956 having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110019 & Regional Office at First Floor, 56A/56B, Adarsh Square, Sardar Patel Marg, Civil Line, Prayagraj-211001, (U.P.).

I/we have been properly approached and intimated by the Promoter for consent about proposed revision of the layout/sanctioned plan and the concerned common areas and circulation areas and the building in which my/our applied/allotted unit is located which are recommended by the concerned Architects and/or Engineers and post examination of the records made available by the Promoter and further enquiry by me/us, I/we am satisfied that the proposed revision is for the overall betterment of the Project as well as my/our applied/allotted unit and I/we have no objection in this regard. Further, I/we hereby confirm that I/we shall have no objection if the Promoter makes any additions, alterations in common areas of the Project and units of the said Project.

I/we have examined and satisfied myself/ourselves about the proposed revision and I/we hereby consent to the proposed revisions including common areas and the building and thereby the units, if the same is acceptable to the Competent Authority for granting revision pursuant thereto.

This consent is being given by me/us willfully, voluntarily without any duress or influence after having applied my/our mind judiciously to the proposed revision.

Date:

Place:

**(Signature)**

**(Signature)**

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

S/W/D/o \_\_\_\_\_

S/W/D/o \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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Mobile No.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_