

Application Form for Registration

WHEREAS Leasehold Land situated at Plot No. SLC 3/1, Sector Alpha-2, Greater NOIDA, Gautam Buddha Nagar, Uttar Pradesh, PIN-201310, admeasuring 2,580 Square Metres (“**Land**”) was allotted by Greater Noida Industrial Development Authority (“**GNIDA**”) to the Nilay Infratech Pvt. Ltd. (“**Promoter**”) on leasehold basis for 90 Years.

WHEREAS, thereafter, a registered Lease Deed dated-02.07.2024 was executed between the Promoter and GNIDA with respect to the said land, registered in the Office of Sub Registrar Sadar, Greater NOIDA, Gautam Buddha Nagar, Uttar Pradesh on 02.07.2024 as document No. 19931, Book No.1, Volume No.45048, Page No. 309 to 348.

WHEREAS the Promoter is developing a Commercial Project named as “**Nilay Square**” (hereinafter referred to as the “**Project**”) on the said land.

WHEREAS the said Project has been registered with Uttar Pradesh Real Estate Regulatory Authority, Lucknow (UPRERA) with Registration No. UPRERAPRJ..... (www.up-rera.in).

WHEREAS the Project comprises Commercial spaces (Offices/Shops/Showrooms/Others) with various facilities.

WHEREAS the said Project comprises 1 Tower of 2 Basements + Lower Ground Floor + Ground Floor + 16 Floors.

WHEREAS the Promoter is authorized to develop and market the said Project, the terms & conditions of the above said Allotment / Lease Deed executed between the Promoter and GNIDA shall be mutatis-mutandis applicable on the Allottee(s).

WHEREAS the Promoter is fully competent to enter into the Agreement regarding the Said project. All legal formalities with respect to the rights, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

To,

Nilay Infratech Pvt. Ltd.

(Hereinafter referred to as the “**Promoter**”)

Plot No. SLC-3/1, Sector Alpha-II,
Alpha Greater Noida, Gautam Buddha Nagar,
Uttar Pradesh, PIN-201310

Dear Sir/Madam,

I/we request that I/we may be registered for Allotment of Apartment/Unit (hereinafter referred to as the “**Apartment/Unit**”) in “**Nilay Square**” proposed to be developed by “**Nilay Infratech Pvt. Ltd.**”.

I/We agree to sign and execute, as and when required, the “**Agreement for Sale**” containing the terms and conditions of Allotment of the Apartment/Unit and other related documents as prescribed, on the format provided by the Promoter.

I/We also agree to abide by the General terms and conditions of registration for allotment of an Apartment/Unit in the said Project as given herein below, which I/We have read and completely understood.

I/We remit a sum of Rs. (Rupees.....)
by the Bank Draft/Cheque/NEFT/RTGS/IMPS/Funds Transfer No. Dated.....
Drawn on Bank of India payable at Gautam Buddha Nagar (All drafts and cheques to be made in favour of Nilay Infratech Pvt. Ltd. Collection Account for Nilay Square, A/c No. 712020110000760, IFSC Code- BKID0007120, Bank of India) as registration amount for the allotment of the Apartment / Unit.

I/We understand and agree that this application submitted by me / us for the registration for allotment shall not mean that I/We am/are entitled for the allotment of the Apartment / Unit in the said Project. The allotment of Apartment / Unit is solely at the discretion of the Promoter and the Promoter has the right to reject any application for allotment without assigning any reason. In the event the Promoter decides to reject any application for allotment of Apartment / Unit, the Promoter shall not be obliged to give any reason for such rejection and any such decision of the Promoter rejecting any application for allotment of Apartment / Unit shall be final and binding on the intending Allottee(s).

I/We understand that the expression “**Allotment**” wherever used in the general terms and conditions for registration of allotment, as, mentioned herein, shall always means provisional allotment of the Apartment / Unit and the allotment shall remain provisional till such time as the “**Agreement for Sale**” is unconditionally executed by me / us and returned to the Promoter.

I/we have perused the **Pricelist cum payment plan** and agree to pay as per the **Payment Plan** opted by me / us.

Note :-

- (1) In case the cheque comprising the registration amount is dishonoured due to any reason, the Promoter reserves the right to cancel the registration without giving any notice to the applicant(s).
- (2) All amounts received from the intending Allottee(s) other than resident Indian shall be from NRE/NRO/Foreign currency account only.

a) **Details of Apartment / Unit to be purchased**

Apartment/Unit No. Floor No. Type Carpet Area..... Square Metres (..... Square Feet), Exclusive Balcony Area Square Metres Square Feet and Total Area Square Metres Square Feet. (10.764 Square Feet= 1 Square Metres)

Total Unit Sale Price:

“**Carpet Area**” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation. — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

b) **Payment Plan option:** D.P. _____ C.L.P _____ Flexi _____ Super Flexi _____

I/We the above applicant(s) do hereby declare that the terms and conditions of this application have been read/understood by me/us and the same are acceptable to me/us. I/We the above applicant(s) unequivocally agree affirm and undertake to abide by the terms and conditions of the application as mentioned herein and further declare that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom.

(I).....
Sole/First applicant

(II).....
Co- Applicant

Place: -

Date: -

For Office Use Only

1. Application received by.....
2. Application accepted/rejected.....
3. Registration money received vide R. No..... Dated..... Rs...../-

PARTICULARS OF INTENDING ALLOTTEE

SOLE/FIRST INTENDING ALLOTTEE

Mr./Mrs./Ms.: _____

S/W/D of : _____

Guardian's Name (in case of minor): _____

Residential Status: Resident/Non-Resident: _____

PAN: _____

Aadhaar No.: _____

Occupation: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____

Please sign across the
Photograph

Please sign across the
Photograph

CO – SECOND INTENDING ALLOTTEE

Mr./Mrs./Ms.: _____

S/W/D of: _____

Guardian's Name (in case of minor): _____

Residential Status: Resident/Non-Resident: _____

PAN: _____

Aadhaar No.: _____

Occupation: _____

Address: _____

Phone/Mobile : _____

E-mail: _____

A. BIRTHDAY

i. _____

ii. _____

B. ANNIVERSARY

IN CASE THE APPLICANT IS A COMPANY/FIRM /TRUST/SOCIETY/HUF/ANY OTHER

Name of the Applicant : _____

Through Mr./Mrs./Ms. : _____

Authorized vide Document No. : _____

CIN Registration No. : _____

PAN : _____

Aadhar No. of the Authorised Signatory : _____

PAN of the Authorised Signatory : _____

Address (Registered Office) : _____

Address (Corporate Office) : _____

Designation : _____

Dated _____ :

Please sign across the
Photograph

TERMS AND CONDITIONS FOR ALLOTMENT

1. That the intending Allottee(s) has / have applied for registration of allotment of an Apartment / Unit in “Nilay Square” Project situated at **Plot No. SLC 3/1, Sector Alpha-2, Greater NOIDA, Gautam Buddha Nagar, Uttar Pradesh** the intending Allottee(s) confirms that he/she/they has/have seen all the documents of titles & other relevant papers/documents, agreements, arrangements entered into by the Promoter pertaining to the aforesaid Project and has/have fully satisfied themselves about the title & rights of the Promoter in respect of the said Project.
2. That the intending Allottee(s) shall pay to the Promoter the entire consideration of the Apartment / Unit, as per the Payment Plan opted by the intending Allottee(s).

Important: - It is to be noted that the Promoter has not authorized any broker/property agent/sales agent/sales organizer to issue credit notes or any cash back schemes. The broker/property agent/sales organizer is not authorized to collect cash from the intending Allottee(s). If the intending Allottee(s) accept any credit notes or any cash back schemes from the broker/property agent/sales agent/sales organizer or gives cash to any broker/property agent/sales agent/sales organizer, the Promoter is not liable for the same and intending allottee(s) shall do so at his/her own risk and cost.

3. That the intending Allottees shall pay the total unit sale price of the Apartment / Unit on the basis of “Carpet Area”. The term 'Carpet Area' shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit and “Common Areas” and facilities shall mean all such parts/areas in the entire said complex which the Allottee shall use by sharing with other occupants of the complex including common corridors and passages, services areas including but not limited to, machine/pumping set room, security/fire control rooms, maintenance offices/ stores, guards cabin, generator area etc., if provided.
4. That all taxes and statutory levies/compensation presently payable in relation to land comprised in the said Project, have been included in the price of the Apartment / Unit. However, in the event of any further increase and/or any fresh tax, GST, charge, cess, duty, or levy imposed by the government, any authority or Court Order, in future the same shall be payable by the Allottee(s) on a pro-rata basis.

5. The intending Allottee(s) has seen, understood and accepted the plans, designs, specification which are tentative and agrees that Promoter may affect such variations, additions, alterations, deletions and modifications therein as it may deem appropriate and fit or as may be done by the architect or the competent authority(ies).
6. In case there are joint intending Allottee(s) all communication shall be sent by the Promoter to the intending Allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the intending allottees and no separate communication shall be necessary to be sent to the other named intending Allottee(s). The intending Allottee(s) has agreed to this condition of the Promoter.
7. The intending Allottee(s) shall get his/her complete address registered with Promoter at the time of booking and it shall be his/her responsibility to inform the Promoter by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those ordinarily reach such address and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communications the reference of property booked must be mentioned clearly.
8. The punctual payment of instalment is the essence of the contract. It shall be incumbent on the intending Allottee(s) to comply with the terms of the payment and other terms and conditions of registration, failing which the Promoter reserve the right to cancel the above said booking after deducting the booking amount i.e., 10% of the total cost of the Apartment/Unit and the balance amount (if any) will be refunded without interest. However, in exceptional and genuine circumstances the Promoter may at its sole discretion condone the delay in payment by charging interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on Home Loan of State Bank of India + 1% P.A. and restore the registration in case such property is not allotted to someone else.
9. That in the case the Project progresses ahead of schedule or is completed before time or the occupancy is handed over to the Intending Allottee(s) before the scheduled date, then the Intending Allottee(s) will mandatorily pay his/her/their dues ahead of original schedule, in accordance with the existing stipulations/actual stage wise completion of construction. No penalty/interest/costs shall be payable by the Promoter for such preponement of construction/payment.

10. That in case the Promoter is not in a position to allot the Apartment / Unit applied for, the Promoter shall be responsible only to consider allotment of an alternative property or refund the amount deposited by the Allottee(s) without any interest. However, the Promoter shall not be liable for any other damages/compensation on this account.
11. (i) The intending Allottee(s) shall not be entitled to get the names of his/her /their family member /nominees substituted in his/her place. The Promoter may, however, in its sole discretion, may permit such substitution, in the name of the intending Allottee(s) as registered /recorded with the Promoter, on such terms and conditions including payment of such administrative / documentation charges.
- (ii) The request letter for change of the right of the intending Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial institutions in case payment against the said Apartment / Unit was made by the intending Allottee(s), by raising funds/loans against allotted Apartment / Unit as security from bankers or financial institutions.
- (iii) The substitution /change of name in place of the intending Allottee(s) will be done as per the applicable law and after submission of required documents as per the policy of the Promoter.
12. Any request for any change in construction of any type in the Apartment / Unit from the intending Allottee(s) will not be entertained /allowed.
13. The intending Allottee(s) is /are aware that Apartments / Units are being allotted to various persons under terms and conditions mentioned in this application. The intending Allottee(s) agrees that he/she /they will use the said Apartment / Unit only for the purpose for which the same has been allotted and shall not use the aforesaid Apartment / Unit for any other purpose which may or likely to cause nuisance to other intending Allottee(s) in the Project or to crowd the passages or to use it for any illegal or immoral purpose. The intending Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment / Unit.
14. That the intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Apartments /Units) in the complex, as determined by the Promoter or its nominated Maintenance Agency.

15. The intending Allottee(s) shall have to make the payments in time of all the bills on account of electricity, as consumed by them to the Promoter / its nominated Maintenance Agency or any Authority as the case may be and Maintenance charges or any other charges etc. for providing such services to the Promoter / its nominated Maintenance Agency.
16. It is hereby agreed, understood and declared by and between the parties that the Sale Deed / Conveyance Deed / Registry / Sub-Lease Deed shall be executed and registered in favour of the intending Allottee(s) after the Apartment / Unit has been fully and finally constructed at the site and Completion Certificate (CC) / Occupancy Certificate (OC) is obtained from the Competent Authority (GNIDA) and after receipt of the total sale consideration and other charges agreed herein between the Promoter and the intending Allottee(s). Other connected expenses i.e. cost of stamp duty for registration of Sale Deed / Conveyance Deed / Registry / Sub-Lease Deed, registration charges/fee, miscellaneous expenses and advocate legal fee/charges shall be borne and paid by the intending Allottee(s). After the registration of the Sale Deed / Conveyance Deed / Registry / Sub-Lease Deed in favor of the Allottee(s), the possession of the Apartment/Unit shall be handed over to the Allottee(s) by the Promoter.
17. The intending Allottee(s) shall permit the Promoter or their representatives when so required to enter his/her/their Apartment / Unit for the purpose of performing installations, alterations, or repairs of mechanical or electrical services, and that such entry will be at the time convenient to the Promoter/intending Allottee(s). In case of an emergency, such right of entry shall be immediate.
18. It is hereby agreed, understood and declared by and between the parties that the Promoter may take construction finance/demand loan / Term Loan / Unsecured Loan for the construction of any Block/tower/building in the said Project or part thereof from the Banks/Financial institutions after mortgaging the land/Apartments /Units of the said Project however, the Sale Deed / Conveyance Deed in respect of the said Apartment / Unit in favour of Intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
19. The intending Allottee(s) agree(s) and undertakes that before or after taking possession of the Apartment / Unit or at any time hereafter, he/she/they shall have no right to object to the Promoter constructing or continuing with the construction of the other buildings adjoining to or otherwise in the Project.

20. The intending Allottee(s), if residing outside India shall be solely responsible to comply with the necessary formalities as laid in the "Foreign Exchange Management Act" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The intending Allottee(s) shall furnish the required declaration for the same to the Promoter.
21. Further, if there is any change in the present structure in Taxes, levies, cess, fees or any other charges etc. as assessed unpaid and attributable to the Promoter as consequence of Government/Greater NOIDA Industrial Development Authority (GNIDA) / Statutory or other Local Authority (ies) order or the Order of the Court, the intending Allottee(s), shall pay the same in their proportionate share.
22. That the additional compensation/price (if any) payable to GNIDA or antecedent owners of the said Land, if required to be paid by the Promoter after the allotment date of Apartment/Unit, as a consequence of any order from any Competent Authority, Government, Court of competent jurisdiction or as directed by Land Owning Agency/Statutory Body, shall be charged on pro-rata basis additionally from the Intending Allottee(s), and the Intending Allottee(s) shall make payment of the same without any demur and shall not raise any objection for the same.
23. Until a Sale Deed / Conveyance Deed / Sub-Lease Deed is executed and registered, the Promoter shall continue to be the owner of said Apartment / Unit and also the construction thereon and the allotment of the Apartment / Unit shall not give to the intending Allottee(s) any rights or title or interests therein even though all payments have been received by the Promoter. The Promoter / financial institution / bank shall have the first lien and charge on the said Apartment / Unit (including on any income/ rent there from) for all its dues and other sums as are and / or that may hereafter become due and payable.
24. That all disputes or disagreements arising out of in connection with or in relation to this registration shall be mutually discussed and settled between the Parties. If such discussions remain inconclusive then the same shall be referred to the sole arbitrator, a person to be appointed by the "Promoter", The Intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall always be held at Gautam Buddha Nagar, Uttar Pradesh, India. The Arbitration and Conciliation Act, 1996 or any statutory amendment / modification for the time being in force shall govern the arbitration proceedings thereof. The High Court of Allahabad and the courts subordinate of it at District Gautam Buddha Nagar, Uttar Pradesh shall have jurisdiction in all matters arising out or touching and/ or concerning of said Apartment / Unit.

25. Terms and conditions of Agreement for Sale will supersede this Application for Registration, in case of any contradiction between these terms and conditions.

I/we have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same. I/we also understand that this is only an Application for Registration submitted by me/us for the allotment of the unit and the terms and conditions given herein are indicative. The detailed terms and conditions shall be given in the Agreement for Sale after the allotment is confirmed by the Promoter. The Allotment, subject to the availability of unit, shall be treated as confirmed only after the signing of the Agreement for Sale by the intending Allottee(s) and the Promoter.