

Dated:

To

M/s. Adihm Developers Private Limited

B-1/504, Satyam Apartment,
The New Progressive CGHS Limited,
20-B, Vasundra Enclave,
Delhi – 110096 (hereinafter referred to as “**Company**”)

Dear Sir(s),

I/ We hereby apply for allotment of a shop/ office space admeasuring _____ in the commercial complex named “**RST GALLERIA**” proposed to be developed by you at the commercial plot of land bearing plot number C-3 in Sector - ALPHA-II, Greater Noida, (hereinafter referred to as “**Said Project**”) in accordance with the terms and conditions specified in Annexure A to this form (attached herewith). I/ We declare that I/ we have read and understood the terms and conditions specified in Annexure A and agree to abide by them.

I/ We hereby pay/ remit a sum of Rs _____ (Rupees _____ only) vide bank draft/ cheque number _____ dated _____ drawn on _____ in favour of “**M/s. Adihm Developers PVT LTD RST GALLERIA COLLECTION ACCOUNT**” payable at Delhi/ NCR (“**Registration Amount**”) as application money towards registration for seeking allotment of a shop/ office space in the Said Project.

I/ We have clearly understood and I/ we agree that this application form will be processed by the Company only after encashment of the cheque(s) submitted by me/ us together with the application form complete in all respects, otherwise the application shall be liable for rejection.

In the event the Company decides to provisionally allot the shop/ commercial office space to me/ us, I/ we agree to execute a Allotment Letter and the Agreement for Sale in the Company's standard format within the stipulated period and to further pay the installments of sale price and all other dues as stipulated in this application and/ or in the Allotment/agreement and the payment plan as explained to me/ us by the Company's sales organizer/ executive and understood by me/ us.

My/ our particulars are given below: -

(Applicable in case of individuals)**

****FIRST/SOLE APPLICANT**

Mr./ Mrs./ Ms.

Son/ Wife/ Daughter of Mr.

Date of Birth Profession Designation

Company/Firm Name

Nationality.....

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Residential Address

.....

Office Address.....

.....

Tel. Res. Off Mobile.....

Fax No. E-Mail ID.....

Marital Status No. of Children.....

Name of Nominee.....(Relationship).....

Income Tax Permanent Account No. / Ward No. Passport No.

PHOTOGRAPH

SECOND APPLICANT

Mr./ Mrs./ Ms.....	PHOTOGRAPH
Son/ Wife/ Daughter of Mr.	
Date of Birth Profession Designation	
Company/ Firm Name	
Nationality.....	
Residential Status: Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin <input type="checkbox"/>	
Residential Address	
.....	
Office Address.....	
.....	
Tel. Res. Off	
Mobile..... Fax No.	
E-Mail ID.....	
Marital Status No. of Children.....	
Name of Nominee (Relationship).....	
Income Tax Permanent Account No./ Ward No..... Passport No.	

THIRD APPLICANT

Mr./ Mrs./ Ms.....

Son/ Wife/ Daughter of Mr.....

Date of Birth Profession Designation

Company/Firm Name

Nationality.....

PHOTOGRAPH

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Residential Address

Office Address.....

Tel. Res. Off

Mobile..... Fax No. E-Mail ID.....

Marital Status No. of Children.....

Name of Nominee (Relationship).....

Income Tax Permanent Account No./ Ward No. Passport No.....

(Applicable in case of a Company or a Partnership Firm)**

****M/s** _____, a Company incorporated and registered under the provisions of Companies Act, 1956/2013, having its registered office at _____, acting through its director/ representative Mr. _____ duly authorized vide board resolution of the Company dated _____ (hereinafter referred to as the “**Applicant**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, executors, assigns, liquidators, legal representatives)

(Note: Copy of board resolution and certified copy of Memorandum & Articles of Association required)

OR

**** M/s** _____, a partnership firm duly registered under the provisions of The (Indian) Partnership Act, 1932 through its partner Mr. _____ duly authorized by resolution dated _____ (hereinafter referred to as the “**Applicant**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, successors, executors, assigns)

(Note: Copy of partnership deed and copy of resolution signed by all the partners required)

Note:

- i. All cheques/ drafts to be made in favour of “**M/S. ADIHM DEVELOPERS PVT LTD RST GALLERIA COLLECTION ACCOUNT**” payable at Delhi/ NCR only.
- ii. Persons signing the application on behalf of other person/ firm/ company shall file proper authorization/ power of attorney.

I/ We the above named Applicant(s) do hereby declare that the particulars given by me/ us are true and correct and nothing has been concealed there from. Any allotment against my/ our application shall be subject to the terms and conditions attached to this application form and marked as Annexure A and as may be comprehensively set out in the Allotment/Agreement, the terms whereof shall ipso-facto be applicable to me/ us and to my/ our legal heirs and successors. I/ We undertake to inform the Company of any change in my/ our address or in any other particular/ information, given above, till the shop/ unit/ office 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 Company shall be deemed to have been received by me/ us. I/ We have read and signed all the pages of this application form and the “Payment Plan” after fully understanding the contents thereof.

Name of the Applicant(s)

Details of the shop/ unit/ office space applied for in commercial project “RST GALLERIA”

Tentative shop/ unit/ office space no. _____ floor _____ approximately Super Area: _____ square feet (subject to availability and allotment)

Consideration:

- i. Basic Sale Price (BSP): Rs. _____/- per square feet of Super Area

Other Charges:

- ii. Preferential Location Charges (PLC) Rs. _____/- per square feet of Super Area
- iii. IFMS (Interest Free Maintenance Security) Rs. _____/- per square feet of Super Area
- iv. Lease Rent Rs. _____/- per square feet of Super Area
- v. EEC/FFC Rs. _____/- per square feet of Super Area
- vi. Power Backup Rs. _____/- (Per KVA)
- vii. Stamp Duty, Registration Fees and other incidental charges :
As may be intimated prior to registration of conveyance deed based on applicable rates
- viii. **other charges (Taxes) if any,

Payment Plan Opted*:

Down Payment Plan (DP) ☐

Flexi Payment Plan (FPP) ☐

Construction Linked Plan (CLP) ☐

*Tick mark whatever is applicable.

**Other charges: Goods and services tax and other statutory charges as may be applicable, as and when decided & demanded by the Company or any competent authority from time to time.

(1 Square Meter = 10.764 Square feet)

DECLARATION

I/ We, the undersigned, do hereby declare that the above-mentioned particulars/information given by me/ us are true and correct to my/our knowledge and no material facts have been concealed there from.

I/ We have signed this application form in acceptance of the terms and conditions stipulated hereunder and agree to abide by the same. I/ We am/ are aware that signing the application form and payment of the Registration amount does not amount to allotment of the space in the Said Project. The Company in its sole discretion may accept the application and allot the space or reject the application. In case my/ our Application is accepted and an allotment is made, the Registration Amount paid hereunder shall be treated as earnest money and/ or part basic sale price. I/ We agree and undertake to pay the basic sale price and other charges as per payment plan to be opted by me/ us. I/ We further agree and undertake to sign the Allotment/agreement and other document/s as and when so required by the Company in its prescribed format. I/ We am/ are aware that, in case I/ we do not sign the same within the stipulated period as may be laid down by the Company, I/ we shall be left with no claim in the proposed allotment in any manner whatsoever. I/ We declare that in case of non-allotment of the space in the Said Project, my/ our claims shall be limited only to refund of the amount to the extent of the said Registration Amount without any interest, compensation or damages. I/ We further declare and confirm that I/ we shall have no claim against the Company for non-allotment and/ or withdrawal of the allotment for any reason whatsoever.

Name of the Applicant(s) _____

Place: _____

Date: _____

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____ Signature _____

Date _____

1. ACCEPTED / REJECTED

2. Shop/Unit No. _____ Floor _____ Super Area _____ square feet.

3. Basic Sale Price (Super Area): Rs. _____ per square feet amounting to Rs. _____

4. Preferential Location Charges: Rs. _____ per square feet amounting to Rs. _____

5. IFMS Charges: Rs. _____ per square feet amounting to Rs. _____

6. Lease Rent (Super Area): Rs. _____ per square feet amounting to Rs. _____

7. EEC/FFC (Super Area): Rs. _____ per square feet amounting to Rs. _____

8. Power Backup (Per KVA): Rs. _____

Total price payable for the Unit Rs. _____

9. Payment Plan: Down Payment/ Construction Linked/ Flexi Payment plan

10. Payment received vide cheque/ DD/ pay order no.. _____ dated _____
for Rs. _____ (In Words : _____
_____)

11. Out of NRE/ NRO/ FC/ SB/ CUR/ CA _____ Account _____

12. Booking Receipt No. _____ dated _____

13. Booking : Direct/ Through sales organizer

14. Sales Organizer's Details

Name _____

Address _____

RERA Regn. No. _____

Stamp with signature _____

15. . Check list for receiving Officer (Tick mark required)

a) Booking amount

☐

b) Customer 's Signature on pages of the application form

☐

c) PAN NO/Form 60-A

☐

d) Address proof (Any one)

• Copy of Voter Identity Card

☐

• Passport.

☐

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT

- Latest Electricity Bill ☐
- Driving License ☐
- Adhaar Card ☐
- Latest Bank Statement ☐
- e) Passport Size Photograph ☐
- f) For Companies : Memorandum & Articles of Association/ Board Resolution/ For Firm: Partnership Deed and Authorization letter from all partner and deed registration Certificate. For proprietor affidavit attested by bank ☐
- g) For Foreign Nationals: IPI-7 Passport photocopy ☐
- h) For NRI: Copy of Passport & Payment through NRE/NRO/A/C ☐
- i) Authorization /POA duly attached where a person is signing the application form on someone's behalf ☐

Remarks : _____

Place : _____

Date: _____

Authorized Signatory

Checked by _____

Signature _____

TERMS AND CONDITIONS OF ALLOTMENT FOR REGISTRATION AND ALLOTMENT OF SHOP/ COMMERCIAL SPACE IN PROJECT KNOWN AS “RST GALLERIA “ BEING DEVELOPED AT PLOT NO. C-3, SECTOR - ALPHA-II, GREATER NOIDA, UTTAR PRADESH.

The terms and conditions given below are of indicative nature with a view to acquaint the applicant(s) (hereinafter referred to as “**Applicant/ Intending Allottee**”) with the terms and conditions as may be comprehensively set out in the allotment letter and agreement for sale, which upon execution shall supersede the terms and conditions as set out in the application and whereof have been understood by the Applicant/ Intending Allottee(s).

1. The Applicant has clearly understood that the Company is developing a commercial complex named “RST Galleria” on commercial plot bearing No. C-3, Sector - Alpha-II, Greater Noida admeasuring about 11584 square meters allotted by Greater Noida Industrial Development Authority (GNIDA). The company is constructing the commercial complex known as “RST Galleria” having RERA registration number UPRERAPRJ.....
2. The applicant has been provided the copies of the title documents and the applicant has read and understood the same.
3. The applicant has clearly understood that the said plot has been allotted for setting up a commercial project and the allotment of unit therein, if made will be purely provisional and shall be confirmed only once the complex is functional. All charges shall be paid and borne by the Intending Allottee/ Applicant as per the payment plan opted.
4. “**Carpet Area**” shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area. but in case the claim is found to be valid then the cost shall not be chargeable.
5. The term ‘Super Area’ shall comprise the covered area, inclusive of the area under periphery walls, area under columns and walls within the space/ unit, areas under staircase, balconies, circulation areas, walls, lifts, shafts (all types), passages, corridors, lobbies, refuge areas plus proportionate share of the area utilized for common use and facilities such as installation and placement of DG sets, water tanks etc. and the like.
6. The Applicant(s) has/ have seen the sanctioned plans and layout plans pertaining to the Said Project (as approved by the appropriate authorities) and the specifications of the unit/ office space and after being satisfied in all respects is willing to purchase the unit/ office space in the Said Project.

The Applicant(s)/ Intending Allottee(s) further agrees that the Company may make such variations, additions, alterations etc. therein as it may in its sole discretion consider fit and proper for and in the unit/ office space or as may be required by GNIDA and/ or any other competent authority, Government agencies or the Architect of the Company. Such alterations may include change in location, preferential location, number, increase or decrease in number of unit/ office space, floor, block or area of the said unit/ office space.

The Applicant(s) agrees that he/ she/ it/ they shall not raise any claim, monetary or otherwise in case of any such change (specified in the above para). It is clarified that the

initial rate of booking of the unit/ office space will be applicable on the changed area in case of refund or demand.

7. The Applicant(s) agree that ten percent (10%) of basic price of the space/ unit shall constitute the earnest money.
8. Timely payment of installments of basic price and allied charges pertaining to the unit is the essence of the terms of the booking/ allotment. However, in the event of breach of any of the terms and conditions of the allotment by the Applicant(s)/ Intending Allottee(s), the allotment will be cancelled at the discretion of the Company and the earnest money together paid by the Applicant/ Intending Allottee shall stand forfeited. Further, any interest on the installments due (but unpaid) and the interest on delayed payments shall be adjusted from the amounts received by the Company from the Applicant(s)/ Intending Allottee(s) and repayable to the Applicant(s)/ Intending Allottee(s) in terms of this application form or the allotment letter, as the case may be.
9. All payment by the Applicant(s)/ Intending Allottee(s) shall be made to the Company through demand drafts/ cheques drawn upon scheduled banks in favour of **“Adihm Developers PVT LTD RST GALLERIA COLLECTION ACCOUNT”** payable at Delhi/ NCR only
10. The Applicant(s) hereby undertakes that the Payment due on me/us as per the Payment Plan opted shall be made in two parts (cheque/demand draft/other financial instrument accepted by the Promoter), first being the Payment against the unit due as per the payment plan payable in favor of _____ and second being the GST at the prevailing rate of 12% (subject to change by the GoI) payable in favor of _____.
11. Assignment/ transfer of the said unit, in case of allotment thereof, by the Applicant(s) shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the Company from time to time. Provided that such transferee conforms to the dedicated usage of the space and the terms of allotment of the space.
12. All the statutory charges, levies and applicable charges/ transfer charges as may be demanded or imposed by the authorities/ concerned agencies shall be payable proportionately by the Applicant(s) from the date of booking as per demand raised by the Company and/ or concerned authority/ agency.
13. Non-payment of any of the Electricity and maintenance charges within the time specified shall also disentitle the Applicants(s) to the enjoyment of the common areas and services.
14. Applicants(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act 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/ RBI the amount paid towards booking and further consideration will be returned by the company as per rules without interest and the allotment of the space shall stand cancelled forthwith. The applicants(s) agree that the Company shall not be liable in any manner whatsoever on such amount.
15. The Company shall have the first lien and charge on the said unit/ office space for all its dues and other sums/ payment by the Applicant(s)/ Intending Allottee(s) to the Company in respect of the unit/ office space.
16. The applicant(s) undertakes to abide by and comply with all the laws, rules and regulations applicable to the Said Project.

17. That, in case of cancellation of interest by the Applicant(s) prior to signing of the allotment/ agreement or at any time thereafter for any reason whatsoever, the Company shall be entitled to forfeit the earnest money as well as deduct the brokerage amount payable to the broker/ sales organizer out of the amount received from the Applicant(s). The Applicant(s) hereby agrees and confirms that the Company shall refund the balance amount in accordance with other terms and conditions mentioned herein.
18. The Applicant(s) hereby understands that developer has the unequivocal right to unanimously reject this Application for Allotment of Commercial Space/Unit on its sole discretion without assigning any reason whatsoever and if such rejection happens within 60 days from the receipt of application then the application money paid by the Applicant shall be returned by the developer within 45 days of Notice of such cancellation without any interest or penalty.
19. The Applicant(s) agrees that in case due to any legislation, order, rule or regulation made or issued by the GNIDA/ Government or any other authority or if the competent authority refuses, delays, denies the grant of necessary approvals for the allotment of the space in the Said Project or if any matters/ issues relating to such approvals, permissions, notices, notification by the competent authority becomes subject matter of any suit/ writ before any court of law or due to force majeure conditions, the Company after provisional and/ or final allotment, is unable to deliver the space to the Applicant(s), the Company shall refund the amount paid by the Applicant(s) without any interest or compensation whatsoever.
20. The Applicant(s) shall, before taking possession of the said space, clear all the dues/ payment in respect of the said space executed in his/ her/ their favour after payment of requisite transfer charges, stamp duty, registration fee and other charges/ expenses to GNIDA.
21. The Applicant(s) shall get his complete address registered with the Company at the time of booking and it shall be his/ their responsibility to inform the Company, by a letter sent through speed post, about all subsequent changes in the address, 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 such address and he shall be responsible for any default in payment and other consequences that might occur. In all communications the reference of the allotted space must be mentioned clearly.
22. In case there are joint Applicant(s), all communication shall be sent by the Company to the Applicant whose name appears first, at the address given for mailing and which shall for all purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named Applicant(s).
23. Courts in District Gautam Budh Nagar alone shall have jurisdiction in case of any dispute.
24. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

Adihm Developers Private Limited

Signature of Applicant(s) /Intending Allottee(s)

(Authorized Signatory)

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT

Place: _____

Date: _____

DRAFT

SOLE/FIRST APPLICANT

SECOND APPLICANT

THIRD APPLICANT