

RENOX

THRIVE

**Application Form**

**NIVAS PROMOTERS PRIVATE LIMITED**

**CIN NO:**

**(RERA ID: UPRERAPRM\_\_\_\_\_)**

**APPLICATION FOR ALLOTMENT OF RESIDENTIAL UNIT IN 'RENOX' IN GAUTAM BUDDHA NAGAR,  
UTTAR PRADESH**

**NIVAS PROMOTERS PRIVATE LIMITED  
LOCATED AT \_\_\_\_\_**

Dear Sir/s,

I / we, the undersigned, apply for provisional allotment of a residential unit tentatively admeasuring super area of \_\_\_\_\_ sq. mtrs. (\_\_\_\_\_ sq. ft.) having a carpet area of \_\_\_\_\_ sq. mtrs. (\_\_\_\_\_ sq. ft.) (“Unit”) in your Project namely “**RenoX Thrive**” (“Project”) being developed as constructed under lawful arrangements by **M/s Nivas Promoters Pvt. Ltd.** (“Developer/Company/Promoter”), a company registered under the Companies Act 1956 and having its corporate office at \_\_\_\_\_

In the event of you agreeing to allot the said Unit, 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 (hereinafter referred to as “**Agreement**”) on the Promoter’s standard format and I/we shall accept the specification pertaining to the said Unit and shall pay the Total Price of the said Unit inclusive of Basic Sale Price, Preferential Location Charges, Additional Cost, Government Levies/ Taxes, Maintenance Deposit, applicable Stamp Duty and other charges etc. as and when demanded by the Promoter. I/ we hereby remit a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) vide Bank Draft/ Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ (Bank Name) towards part booking/ booking money for allotment of said Unit.

I/we am/are aware that the said Project has been registered as a ‘Real Estate Project’ under the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and Real Estate (Regulation and Development) Rules for the state of Uttar Pradesh (“**Rules**”). The Uttar Pradesh Real Estate Regulatory Authority (“**U.P. RERA**”) has duly issued the certificate of registration bearing no. \_\_\_\_\_ bearing Project registration no. UPREARAPRJ \_\_\_\_\_ dated \_\_\_\_\_ for the said Project (“**RERA Certificate**”) and the details of the said Project and other related documents and approvals from the concerned development Authority are mentioned on U.P. RERA’s website.

I/ we clearly understand this application form does not constitute an Agreement and I/ we do not become entitled for the allotment of said Unit. Notwithstanding the fact, the Promoter may have issued a receipt in acknowledgement of the money tendered with this application form. It is only after I/we sign and execute the Agreement/ Allotment Letter, Addendum to the Agreement/ Allotment Letter, if any and binding upon the Promoter. If, however, I/we cancel/ withdraw this application or I/we fail to sign/ execute and return signed Agreement/ Allotment Letter **within 30 days** from its dispatch by the Promoter or I/we fail to sign/ execute and return signed Agreement 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 part booking/ booking money paid by me/us shall stand forfeited.

I/we further agree to pay the instalments 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 part booking/booking amount paid along with interest. If any shall be offered by the promoter. My / Our particulars are given hereinafter.

**[if the Applicant is a company]**

\_\_\_\_\_,  
(CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_,  
(PAN No. \_\_\_\_\_), represented by its authorised signatory namely \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorised vide board resolution dated \_\_\_\_\_.

**OR**

**[If the Applicant is a Partnership Firm]**

\_\_\_\_\_,  
a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_ (PAN No. \_\_\_\_\_), represented by its authorised partner namely \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) authorised vide \_\_\_\_\_.

**OR**

**[If the Applicant is an Individual]**

**SOLE OR FIRST APPLICANT**

Mr. / Ms. \_\_\_\_\_,

(Aadhaar No. \_\_\_\_\_) (Photocopy attached)

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

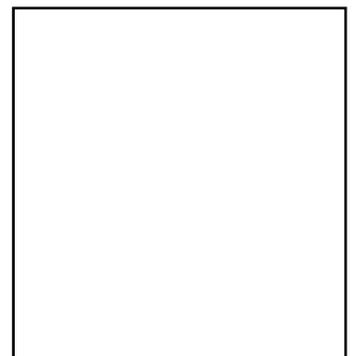
(PAN No. \_\_\_\_\_), D/O/B \_\_\_ / \_\_\_ / \_\_\_\_\_

Status: Resident/Non-Resident/Person of Indian Origin \_\_\_\_\_

Business/ Profession \_\_\_\_\_ Nationality \_\_\_\_\_,

Purpose: Self-use \_\_\_\_\_ Investment for leasing \_\_\_\_\_ investment for resale \_\_\_\_\_

Mailing Address:



\_\_\_\_\_ PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Email ID \_\_\_\_\_

Permanent Address:

\_\_\_\_\_ PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Email ID \_\_\_\_\_

Office Name and Address:

\_\_\_\_\_ PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Email ID \_\_\_\_\_

## SECOND APPLICANT

Mr. / Ms. \_\_\_\_\_,

(Aadhaar No. \_\_\_\_\_) (Photocopy attached)

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

(PAN No. \_\_\_\_\_), D/O/B \_\_\_\_/\_\_\_\_/\_\_\_\_

Status: Resident/Non-Resident/Person of Indian Origin \_\_\_\_\_

Business/ Profession \_\_\_\_\_ Nationality \_\_\_\_\_,

Purpose: Self-use \_\_\_\_\_ Investment for leasing \_\_\_\_\_ investment for resale \_\_\_\_\_

Mailing Address:

\_\_\_\_\_ PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Email ID \_\_\_\_\_

Permanent Address:

\_\_\_\_\_ PIN Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Email ID \_\_\_\_\_

Office Name and Address:



<b>D</b>	<b>Sale consideration (A+B+C)</b>	
<b>E</b>	<b>Goods and Service Tax* (GST)</b>	
<b>F</b>	<b>Total Sale Consideration (D+E)</b>	
<b>G</b>	<b>Interest Free Maintenance Security Deposit (IMFSD)</b>	
<b>H</b>	<b>Stamp Duty and Registration Fee on the Agreement for Sale*</b>	
<b>I</b>	<b>Stamp Duty and Registration Fee on the Conveyance Deed*</b>	
	<b>Total Price (F+G+H+I)</b>	

\*as per rates existing on the date of execution of the same and may vary at the time of payment.

**PAYMENT PLAN:**

1. **Down Payment Plan** [REDACTED]

2. **Construction Linked Plan** [REDACTED]

**TERMS AND CONDITION:**

1. I/we have applied for allotment of a Residential unit (hereinafter referred to as “**said unit**”) in the Project namely “**RenoX Thrive**”, being developed and constructed under lawful arrangements by **Nivas Promoters Pvt. Ltd.**, a Company registered under the Companies Act, 1956 having its Registered office at [REDACTED] (herein referred to as “**Developer/Company/Promoter**”) on plot of land having area admeasuring \_\_\_\_\_ sq. mts. bearing plot on \_\_\_\_\_ - approved by Greater Noida Industrial Development Authority (GNIDA) and leased to the Developer from GNIDA vide Lease Deed dated 19.10.2012 which is registered in the office of the Sadar, Gautam Buddha Nagar, vide document no. 20154 dated 19.10.2012. (Herein after referred to as said “**Land**”).
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 connected concerned Competent Authority (hereinafter referred to as “**said Authority**”) and subsequent amendments thereof and has further understood all limitations and obligations in respects 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.

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/matter/things as specially represented in this Application and on my/our own judgment and investigation(s) for applying for allotment of the said unit.
5. I/we understand and agree that the promoter may make any change to the approved layout plan, sanctioned plan of the project and the nature of amenities in the term of the said Act. The Promoter is entitled to make such minor additions or alterations as may be required by me/ us or such minor changes and alternations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to me/us.
6. 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 demanded preferential location charges which I/we hereby agree to pay/have refund/have adjusted in last instalment as stated in the payment plan opted by me/us.
7. I/we agree that the amount paid with the application and in instalments as the case may be to the extent of 10% of Total Price of the said unit shall collectively constitute the booking amount.
  - (i) I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of instalments 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 the 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 two consecutive demands made by the promoter as per the payments plan annexed hereto, despite having been issued notice in that regard I/we shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the said Act and Rules thereof.
  - (ii) In case I/we fail to make payments for a period beyond 3 (three) consecutive months after notice/ reminders being served by the Promoter in this regards, 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 and instalments, interest on delayed payments due to payable, brokerage, dealer commission etc. The amount, if any paid over and above the booking amount, interest on delayed payment due to payable, brokerage, dealer commission etc. shall however be refunded to me/us or financial institution, as the case maybe by the promoter without any interest after compliance of certain formalities by me/us or financial institution, as the case may be by the promoter without any interest after stand terminated and I/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.
8. 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 (Earnest Money) paid for the

allotment and balance amount if any, will be refunded without any interest after deducting late payment interest or penalty on instalment.

9. That the area mentioned in the brochure, map or any other document is super area of the said unit, super area is calculated by adding the proportionate common area of the built-up area of the said unit.
10. The building plans are tentative and the Developer may make such changes, modification, alteration and additions therein as may be deemed necessary or may be required to be done by the Developer, the Concerned Authority, any other Local Authority or Body having jurisdiction. The Developer can construct additional floor on the already approved tower without changing the layout and no NOC/consent for such purpose shall be required to taken from the Allottee.
11. Cost of Stamp Duty for registration of Conveyance Deed/ Registry, registration charges/fee, miscellaneous expenses and advocate legal fees/charges shall be borne by us/we only.
12. I/We shall name a nominee in the agreement or in any other communication, who will be responsible to administer the said unit, in case of my/our death.
13. All or any disputes arising out or touching upon or in relation to the terms and conditions of this application form, including the interpretation and validity of the terms thereof and the respective rights and obligation of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the conciliation officer appointed under the RERA Act, 2016.

#### **DECLARATION**

I/we declare that the above terms and conditions have been read/understood and the same are acceptable to me/us. I/we have sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount for the 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 claim under this application against the said unit. If any other persons have signed this application form on my/our behalf, then he shall be presumed to be duly authorised by me/us through proper Authorization/ Power of Attorney/ Resolution etc.

Name of Applicant

\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant

\_\_\_\_\_  
\_\_\_\_\_