

*Express*   
**Park View - II**

CHI-V, GREATER NOIDA

*Mary Kom*

# Low Rise

APARTMENTS

2BHK, 2BHK+STUDY, 3BHK, 3BHK+STUDY

# APPLICATION FORM

**For Official Use:**

Application No.

Customer Type: (Kindly (X) the relevant box) Marketing Representative: \_\_\_\_\_

Individual  Ltd. Promoter  Pvt. Ltd. Promoter  Proprietorship

Partnership Firm  HUF  NGO/Charitable Trust  Others

If Others, Specify \_\_\_\_\_

**For Office Use Only**

Application Status: Accepted/ Rejected

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

Customer ID:

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

Unit No. : \_\_\_\_\_

To,

M/s IITL-NIMBUS THE EXPRESS PARK VIEW  
1010-1011, 10th Floor, Narain Manzil,  
23, Barakhamba Road, New Delhi-110001.

Dear Sir,

I/we the undersigned, apply for allotment of Residential Flat/ Apartment/ Unit in the Group Housing Complex known as "THE EXPRESS PARK VIEW II-LOW RISE APARTMENTS" (hereinafter referred to as the "Project") part of residential housing project developed by M/S IITL-NIMBUS THE EXPRESS PARK VIEW (hereinafter referred as the "Promoter") on the plot number GH-03, located in Sector CHI-V, Greater Noida, Distt. Gautam Budh Nagar, (U.P.) allotted by Greater Noida Industrial Development Authority (GNIDA), 01, Sector- Knowledge Park-4, Greater Noida, Distt. Gautam Budh Nagar, U.P. to the Promoter vide allotment letter No. PROP/BRS-05/2010- 11/458 dated 30.03.2011, admeasuring 52493.16 sq. mtrs.

That the Promoter has divided the project into 5 phases wherein Phase-1 comprises of Tower I, J & K as having RERA Regn. No. UPRERAPRJ9947, Phase-2 comprises of Tower L, L1, M & M1 having RERA Regn. No. UPRERAPRJ10096, Phase-3 comprises of Tower 11, J1 & K1 having RERA Regn No. UPRERAPRJ10246, Phase-4 is Commercial Complex "The Park Street" having RERA Regn. No. UPRERAPRJ180127 and Phase-5 comprises of Tower N1, N2, N3, N4, P1, P2, P3, P4, P5, P6, P7, P8, P9, P10, Q1 and Q2 having Registration No. UPRERAPRJ555694 for the project "THE EXPRESS PARK VIEW II-LOW RISE APARTMENTS" for which this application is being executed.

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

That the Applicant/(s) declare that he/she/they have verified the entire information & documents uploaded on UPRERA website <https://up-rera.in/projects> regarding the project & has satisfied itself regarding the genuinity of those documents.

In the event of you agree to allot the said Apartment, I/we agree and undertake to abide by the basic terms and conditions 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/ Agreement to Sale and/or Flat Buyers Agreement on the Promoter's standard format and I/we shall accept the specifications pertaining to the Apartment and shall pay the Total Price of the said Apartment as and when demanded by the Promoter.

I/we hereby remit a sum of INR.....  
(INR.....  
vide Bank Draft/ Cheque No.....dated  
.....drawn on ..... in favour of "IITL  
NIMBUS THE EXPRESS PARK VIEW" as registration amount/ booking amount for the  
Apartment.

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 Apartment 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 to Sale / Flat Buyer Agreement and any addendum thereto, if any and/or such other documents as may be required by the promoter (depending on the option availed) that 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 Flat Buyers Agreement / Allotment letter/ Agreement to Sale within 15 days from the date of allotment, 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.

**Signature of First Applicant.....**

**Signature of Second Applicant.....**

**Signature of Third Applicant.....**

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

**My/Our particulars as mentioned below may be recorded for reference and communications:**

**1. Applicant (Sole/First) Mr./Ms./M/s.**

First Name

Middle Name

Last Name

**Son/Wife/Daughter of Mr./Mrs.**

First Name

Middle Name

Last Name

**Profession**  **Designation**  **Nationality**

**Company Name/Firm Name**

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

**Permanent Address**

**Pin Code**

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**Office Address**

**Pin Code**

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**Address for Communication residential/Office/Others, Please Specify**

**Telephone No. Res**  **Off**  **Mobile**  **Fax**

**Date of Birth**

D	D	M	M	Y	Y	Y	Y
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**Marital Status:** Single  Married

**Email:(Mandatory)**  @  **No. of Children**

**PAN No.**  **Passport/Aadhar/NPL/EID**

**(Attach Form 60 or 61, as the case may be if PAN is not available)**

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

**My/Our particulars as mentioned below may be recorded for reference and communications:**

**First Co-Applicant**

**2. Applicant (Second) Mr./Ms./M/s.**

**Son/Wife/Daughter of Mr./Mrs.**

**Profession**

**Designation**

**Nationality**

**Company Name/Firm Name**

**Residential Status: Resident Indian**

**Non-Resident Indian**

**Foreign National of Indian Origin**

**Permanent Address**

**Pin Code**

**Office Address**

**Pin Code**

**Address for Communication residential/Office/Others, Please Specify**

**Telephone No. Res**

**Off**

**Mobile**

**Fax**

**Date of Birth**

**Marital Status:**

**Single**

**Married**

**Email:(Mandatory)**

**@**

**No. of Children**

**PAN No.**

**Passport/Aadhar/NPL/EID**

**(Attach Form 60 or 61, as the case may be if PAN is not available)**

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

**My/Our particulars as mentioned below may be recorded for reference and communications:**

**Second Co-Applicant**

**3. Applicant (Second) Mr./Ms./M/s.**

First Name

Middle Name

Last Name

**Son/Wife/Daughter of Mr./Mrs.**

First Name

Middle Name

Last Name

**Profession**

**Designation**

**Nationality**

**Company Name/Firm Name**

**Residential Status: Resident Indian**

**Non-Resident Indian**

**Foreign National of Indian Origin**

**Permanent Address**

**Pin Code**

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**Office Address**

**Pin Code**

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**Address for Communication residential/Office/Others, Please Specify**

**Telephone No. Res**

**Off**

**Mobile**

**Fax**

**Date of Birth**

D	D	M	M	Y	Y	Y	Y
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**Marital Status:**

**Single**

**Married**

**Email:(Mandatory)**

**@**

**No. of Children**

**PAN No.**

**Passport/Aadhar/NPL/EID**

**(Attach Form 60 or 61, as the case may be if PAN is not available)**

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

**4. FIRM / SOCIETIES / TRUST / COMPANY/OTHERS**

Name of the Firm / Society  
Trust / Company / Others

Registration No.  
(If registered)

Registered Office /  
Office Address

Correspondence  
Address

Telephone No. Res.

Off

Mobile

Fax

Email

Name

Father's / Husband's Name  
Of the Authorized Signatory

Mobile No of the  
Authorized Signatory

Address of Authorized  
Signatory

PAN NO.

(Attach Form 60 or 61, as the case may be if PAN is not available)

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

5. Payment Plan: A.  B.  C.

6. Preference of Apartment to be purchased:

Apartment Type  Carpet Area (Sq. Ft.)  Balcony Area (Sq. Ft.)

A. Block/Tower Name  B. Floor  C. Apartment/Shop No.

7.(a) Car Parking \_\_\_\_\_

8. PRICE OF APARTMENT

(A) Basic Sales Price as per payment plan Total Rs.

(B) Discount (if any) Total Rs.

© Net Rate BSP Applicable/Chargeable (A-B) Total Rs.

GST  Net BSP Total Rs.

(D) Preferred Location Charges (PLC) (if any)

Floor PLC @Rs.

GST @Rs.  Total Rs.

Location PLC @Rs.

GST @Rs.  Total Rs.

(E) Car Parking Charges @Rs.

GST @Rs.  Total Rs.

(F) EEC & FFC @Rs.

GST @Rs.  Total Rs.

(G) Club Membership @Rs.

GST @Rs.  Total Rs.

(H) Lease Rent @Rs.

GST @Rs.  Total Rs.

(I) power Backup @Rs.

GST @Rs.  Total Rs.

(J) Right To Use Terrace Charges @Rs.  Total Rs.

GST

Price of the Apartment 8 =(8A to 8J) Total Rs.

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

**Possession Charges Payable at the time of Possession**

- a. **Advance CAM For 12 Months**
- b. **Interest Free Maintenance Security**
- c. **One Time Sinking Fund**
- d. **Water, Electricity, Sewage Charges for 12 Months**
- e. **Electric Meter Charges**
- f. **Water & Sewage Connection Charges**
- g. **PNG Charges**
- h. **PNG Connection Charges**
- i. **Other Charges Please Specify**
  
- Total Possession Charges 9=(9a to 9i)**
  
- Total Price of Apartment=( 8+9 )**

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

## 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 Apartment 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 Flat Buyers Agreement/ 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 apartment 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 Apartment through my/our aforesaid dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid Apartment, and shall not hold the Promoter responsible for the same.

### Name of the Applicant(s)

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

### Signature of the Applicant(s)

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

### Note:

- I. That the Booking Amount/Registration Amount shall be 10% of the Total Price of the apartment as mentioned in the price list applicable as on date.
- II. Total Sale Price does not include stamp duty, registration and incidental charges as well as expenses for execution of Sub-Lease Deed etc. which shall be borne and paid by the applicant/(s) to the Promoter.
- III. All payments in respect of the booked apartment shall be made through Demand Draft/Cheques/NEFT/RTGS in favour of IITL NIMBUS THE EXPRESS PARK VIEW, A/c no. 605322410000013, IFSC Code : BKID0006053, Bank of India, Branch at Vikas Marg, C & P Banking Branch, Delhi-110092. In case, the cheque comprising booking amount is dishonored due to any reason whatsoever the present application shall be deemed to be null and void and the allotment, if any, shall stand automatically cancelled/revoked/withdrawn without any notice to the applicant.

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

**For Office Use Only**

- 1. Name, Designation and Signature of the receiving officer .....
- 2. Amount Received ..... Receipt No .....
- 3. Booking: Direct/Sales Organizer .....
- 4. Name of Sales Organizer .....
- 5. Registration No. of Sales Organizer .....
- 6. KYC done by .....
- 7. Application Accepted/rejected (Along with reason of rejection) .....
- .....
- 8. Date of Acceptance/Rejection .....
- 9. Apartment No. Allotted .....
- 10. Name, Designation and Signature of the officer approving the Apartment No .....
- 11. Remarks, If any .....

**For IITL NIMBUS THE EXPRESS PARK VIEW**

**Authorised Signatory**

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

## **SCHEDULE - 1**

**BRIEF TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF APARTMENT IN PROJECT "THE EXPRESS PARK VIEW II LOW RISE APARTMENTS" DEVELOPED BY "M/S IITL NIMBUS THE EXPRESS PARK VIEW" AT PLOT NO.GH- 03,SECTOR-CHI-V, GREATER NOIDA, GAUTAMBUDH NAGAR, U.P.**

1. The Applicant/(s) have applied for allotment of residential flat/ apartment/ unit in the project **THE EXPRESS PARK VIEW II-LOW RISE APARTMENTS"**, part of residential housing project being developed by "**M/s IITL NIMBUS THE EXPRESS PARK VIEW**" on a plot numbered as GH-03, situated at Sector CHI-V, Greater Noida, District Gautam Budh Nagar, (U.P.) allotted by Greater Noida Industrial Development Authority ("**GNIDA**"), 169, Chitvan Estate, Sector Gamma, Greater Noida (U.P.) admeasuring approximately 52493,16 sq. mtrs. (hereinafter referred to as the "**plot**"). The said plot has been allotted by **Greater Noida Industrial Development Authority ('GNIDA')** to **M/s IITL NIMBUS THE EXPRESS PARK VIEW ("Promoter")** for the purpose of development of Group Housing Project. The lease deed for demise of the said Plot to the Promoter (the "**Lease Deed**") has been executed & registered by and between GNIDA and the Promoter vide registration no. **10188**, Book No **1**, Jild No **8676** Pages **231** to **266** dated **09.06.2011** with the office of Sub-Registrar, Sadar, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, for the purpose of the development of Group Housing and to undertake sale of the Apartments in the Housing Project. Further a Correction Deed in respect of dimensions of the above said plot was registered on dated **28.09.2012**, with the office of Sub-Registrar-Sadar, Greater Noida City, Disti. Gautam Buch Nagar, Uttar Pradesh, registered in Book No. **1** Jild No. **11659** Pages **397** to **408** document No. **18718**.
2. Notwithstanding anything contained herein in this Application, the Applicant/(s) understand: that this Application will be considered as valid and proper only upon realization of the: amount tendered along with this Application.
3. The Applicant/(s) is applying for allotment of the Apartment which is developing by the: promoter, with fult knowledge of aft the laws/notifications and rutes applicable to the said project in particular and has satisfied himself about the rights/title/interest of Promoter in the Total Lands, and has understood all limitations and obligations of Promoter in respect thereof

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

4. Before applying for allotment of said Apartment, I/We have verified the terms/ conditions of allotment and price of the said Apartment and have fully satisfied with myself/ourselves about the terms, conditions, price of the said Apartment and nature of rights, title, interest of the Promoter in the said Project, which is being developing/ constructing 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. The Applicant/(s) 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.
5. The Applicant/(s) acknowledges and confirms that the Promoter has provided all information, clarifications and documents in relation to the said Project as demanded by the Applicant/(s) and that the Applicant/(s) is fully satisfied with the same. The Applicant/(s) further acknowledges that he/she/they have seen all documents/ papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and the present Application has been made after being fully satisfied about the rights, title and interest possessed by Promoter over the Total Lands.
6. The Applicant/(s) understands that his rights, title and interest in the Apartment to be allotted in the Project shall be governed by the applicable laws and this shall also be specified under the Agreement to Sale/ Flat Buyers Agreement/ Tripartite Sub- Lease Deed. The Applicant/(s) shall have all rights and entitlements in respect to the Apartment; along with undivided and indivisible proportionate right in the common areas and facilities within the Project (other than those reserved / restricted for any other owner/sub-lessee / right-holder at the Project or a group thereof or otherwise intended to be transferred by the Promoter to third parties as permitted under applicable). It being clarified, that the Applicant/(s) shall not have any exclusive right, title or interest in any areas outside the Apartment including common areas and facilities at the project and the same shall be used by the Applicant/(s) in common along with other occupants, as per the guidelines to be formulated by Promoter and which shall be provided under the Definitive Documents, bye-laws of Association and the applicable laws.
7. In case where the Promoter proposes for a revision in layout plan of the Project with my/our consent and thereupon my/our said Apartment becomes or ceases to be in a preferential location, then the Promoter shall either refund or demand preferential location charges which the Applicant/(s) hereby agree to pay/have refund/have adjusted in last installment as stated in the payment plan opted by me/us.
8. The Applicant/(s) 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 Apartment shall collectively constitute the booking amount.
9. That the Promoter shall have the right to cancel the booking of said Apartment in such conditions;
  - a) If the Applicant/(s) fails to execute and deliver to the Promoter the Agreement for Sale within 15 (fifteen) days from the date of allotment letter in such cases the Promoter shall serve a notice to

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

the Applicant/(s) by e-mail/by hand/by post/by courier on the address given by the primary applicant for rectifying the default which or if not rectified within 15 (fifteen) days from the date of its receipt by the primary applicant/allottee, the allotment of the Apartment can be cancelled at the discretion of Promoter, THE Promoter herein is entitled to forfeit the booking amount paid for the allotment.

- b) (I) If the Applicant/(s) fails to make payments for 2 (two) -consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Applicant/(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;
- (II) In case of Default by Applicant/(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit;

Provided that the Promoter shall intimate the Applicant/(s) about such termination at least thirty days prior to such termination.

- c) If the Applicant/(s) proposes to cancel/ withdraw from the project without any default of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment

In above conditions after cancellation of apartment Promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45% (forty five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment / plot or at the end of one year from the date of cancellation/withdrawal by the allottee, whichever is earlier.

After cancellation Applicant/(s) shall be left with no right of lien on the said apartment or any other part of the land. The amount paid, if any, over and above the registration amount/booking amount shall be refunded by the Promoter without any interest. No interest or any type of compensation whatsoever shall be payable by the Promoter in such cases.

- d) Further, if any discount/ concession has been given by the Promoter in the Basic Sale Price/ payment term to Applicant /(s) in lieu of Applicant/(s) consensus for timely payment of installments and other allied cost, then the Applicant/s 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 Apartment, which I/we hereby agree to pay immediately.

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

10. That the Applicant/(s) having opted for car parking and if allotted then such car parking space shall form an integral part of the apartment and cannot be transferred independent of the Apartment. Any additional car parking space may be allocated upon request on a first-come-first-served basis but at the sole discretion of the Promoter, subject to availability and upon payment of such charges as may be decided by the Promoter. The Promoter's decision in this regard shall be final. The Applicant/(s) shall not have any ownership rights over the said parking. It shall only be a right to use which shall stand automatically transferred along with the transfer of the Apartment. The Apartment along with the car parking space(s) will be treated as a single indivisible Apartment for all purposes and car parking space(s) cannot be detached from the Apartment.
11. The Promoter, at its absolute discretion, is entitled to accept or reject this Application without assigning any reasons for the same. In the event this Application is rejected by Promoter, then money paid by the Applicant/(s) along with this Application will be refunded by Promoter within 45 days from the date of rejection of Application, without any interest or any compensation for any consequences thereof, and the Applicant/(s) shall have no other claim whatsoever against Promoter.
12. The Promoter shall file deed of declaration for the Project ("Declaration") in compliance with the Uttar Pradesh Apartment Ownership Act, 2010 and Uttar Pradesh Apartment Ownership Rules, 2011. The Declaration shall be conclusive and binding upon the owners of all Apartment at the Project and the Applicant/(s) confirm that his right, title and interest in the Apartment to be allotted in the Project shall be limited to and governed by what is specified by the Promoter in the said Declaration.
13. The additional compensation / price (if any) payable to GNIDA or antecedent owners of the Total Lands if required to be paid by Promoter after the allotment date, as a consequence of any order from any Court of competent jurisdiction or as directed by the GNIDA, shall be charged additionally from the allottee(s), and the allottee(s) shall make payment of the same without any demur and shall not raise any objection for the same.
14. The Applicant/(s) 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

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to me/us.

15. The Cost of Apartment is exclusive of the statutory deposits (if any) which the competent authorities may charge towards electricity, water and other facilities at the Project. The same shall be payable by the Applicant/(s) on a pro-rata basis as and when demanded by Promoter. However, in case the same gets enhanced under the applicable laws including revision of lease rent, whether prospectively or retrospectively, the same shall be payable by the Applicant/(s).
16. That all taxes and statutory levies presently applicable in relation to the apartment/land under project, have been included in the price of the apartment. However, in the event of any further increase in the price of the land and or any fresh tax, service tax, charge, cess, duty or other levy by the Government or any other statutory authority, the same shall be payable by the applicants(s).
17. If any of the cheques of the Applicant/(s) gets dishonored for any reason whatsoever, Promoter shall be fully entitled, at its sole discretion, to terminate the Allotment and to forfeit the entire Earnest Money. However, Promoter may, at its sole discretion, defer its right to terminate the allotment by charging cheque dishonor charges. The cheque dishonor charges payable for dishonor of a particular installment payment cheque for first instance is Rs. 1000/- and for second instance it is Rs. 2000/- only. Thereafter no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only. If the Applicant/(s) fails to deposit the Bank Demand Draft/ NEFT/RTGS within next 7 days of sending of intimation of dishonor of cheque to the Applicant/(s), in that event Promoter may, at its sole discretion, terminate the allotment and forfeit the entire Earnest Money. In the event of dishonor of any payment cheque Promoter has no obligation to return the original dishonored cheque.
18. All cheques/demand drafts/remittance should be issued / deposited in favor of "IITL-NIMBUS THE EXPRESS PARK VIEW" or as stipulated by the Promoter from time to time. The first/sole Applicant/(s) shall mention his/her/its name, Apartment no. applied for, behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque.
19. Due to any operation of law or any statutory order or otherwise, if a portion of the group housing or the entire group housing is discontinued or modified resulting in cancellation of allotment, then the Applicant/(s) affected by such discontinuation or modification will have no right of compensation from the Promoter in any manner including any loss of profit

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Signature of Third Applicant

The Promoter will, however, refund all the money received from the Applicant/(s) without any liability towards any interest/cost/damages, subject to deduction of applicable taxes

20. In case of joint Applicant/(s), all correspondence/communication shall be sent to the Applicant/(s), whose name appears first and at the address provided by the first named Applicant/(s) in herein above, which shall for the purposes be considered as served on all the Applicant/(s) and no separate communication shall be required to the other named Applicant/(s). Further, unless a duly executed instruction by all such joint Applicant/(s) is provided to the Promoter at the time of termination, all payments/refund to be made by the Promoter to the Applicant/(s) under the terms of this Application Form / the Allotment Letter / the Agreement to Sale, upon termination, shall be made to the first mentioned Applicant/(s), which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicant/(s).
21. The Applicant/(s) shall inform Promoter in writing about any change in the mailing/communication address mentioned herein with supportive documents, failing which all demands, notices etc. sent by Promoter to the address provided by the first named Applicant/(s) herein before shall be deemed to have been received by all the Applicant/(s).
22. The Applicant/(s) have represented and warranted to the Promoter that the Applicant/(s) is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Apartment as and when demanded by the Promoter / Maintenance Agency. The Applicant/(s) understand and agree that he will apply for the Home Loan, if required, to any Bank/Financial institution at his sole cost, liability, risk and consequences only after obtaining prior written permission from Promoter. The Applicant/(s) agree and understand that it shall not be the responsibility or liability of the Promoter to make arrangements or facilitate in any manner whatsoever in the sanctioning and disbursement of said Loan to the Applicant/(s). However, the Promoter shall not have any financial obligation / liability towards such financial institution / bank etc. and the Applicant/(s) shall always keep the Promoter fully indemnified and harmless against the same and execute any undertaking/ declaration / tripartite agreement as may be required by Promoter in this regard.
23. The applicant(s) agrees and undertakes to pay all charges on actual basis towards electricity, water and sewerage connection, electricity meter and water meter, if any, maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance within the unit/apartment] etc, as may be levied by Promoter or condominium/association of unit/apartment

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

holders at the project/project or by the maintenance agency/property manager appointed for the said purpose by Promoter. The Applicant(s) acknowledge that Promoter is entitled charge advance maintenance charges for a period of 1 (one) year which will be calculated from the period starting from expiry of three months from the date of sending Offer of Possession

24. The Applicant/(s) further agrees that Promoter may raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables (accruing or likely to accrue there from) or in any other mode/manner by creation of charge/ mortgage on the Apartment subject to the condition that the Apartment shall be free from all such encumbrances at the time of registration of transfer deed and handing over possession of Apartment to the Applicant(s).
25. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to allotment/purchase of the Apartment are made by non-resident(s)/foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/approvals/no objections to enable the Promoter to fulfill its obligations under the Allotment Letter or the Agreement for Sale. Any implications arising out of any default by the Applicant/(s) shall be the sole responsibility of the Applicant(s). The Promoter accepts no responsibility in this regard and the Applicant(s) shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant/[s] subsequent to the signing of this Application Form, it shall be the sole responsibility of the Applicant/(s) to intimate the same in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable laws.
26. The Applicant(s) hereby declare[s], agree[s] and confirm(s) that the monies paid/payable by the Applicant(s) under this Application towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Money Laundering Regulations"). The Applicant/(s) further declares) and authorizes)

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

the Promoter to give personal information of the Applicant(s) to any statutory authority as may be required from time to time. The Applicant/(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

27. The Applicant/(s) further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Application / Allotment Letter Agreement to Sub- Lease. Upon such termination the Applicant/(s) shall not have any right, title or interest in the Apartment neither have any claim/demand against the Promoter, which the Applicant/(s) hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Applicant/(s) shall be refunded by the Promoter to the Applicant/(s) in accordance with the terms of this Application/Agreement to Sub- Lease only after the Applicant/(s) furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Applicant/(s).
28. In case the Competent Authorities grant any additional FAR / construction rights over the Total Lands, the same shall be available to the Promoter, to the exclusion of the Applicant/(s), association, condominium, and other allottees/ buyers at the Township, which shall be used / enjoyed by the Promoter as per Applicable Laws. The Applicant/(s) agrees and understand that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Total Lands as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Applicant/(s) further agrees and confirms that any such additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses.
29. In case of termination of this Application / Allotment Letter Definitive Documents, all documents executed / received by the Applicant/(s) in furtherance thereto shall stand cancelled / terminated for all intents and purposes and the Applicant/(s) shall return all documents (in original) to the Promoter.
30. The Applicant/(s) agree and undertake to use the Apartment for residential

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

purpose alone and for no other purpose. The Applicant/(s) shall abide by the community rules and regulations for the residents and visitors to the Project.

31. If Applicant/(s) opted for down payment / self-financed flexi plan and failed to comply the payment schedule then his/her payment plan shall be compulsorily converted to Construction & Time Linked Plan, and the rebates offered under above mentioned plans shall be automatically withdrawn without any prior intimation.
32. That, it may be possible on account of any change in the layout or building plans or for any other reason, the project may not include the Apartment allotted to the Applicant/(s). In such an event, the Allottee shall be offered a similar Apartment at the alternate location within the Project. However, in the event there is no alternate Apartment available or if available, not accepted to the allottee, the total consideration received against the Apartment shall be refunded along with simple interest at a rate of MCLR+1% per annum from the date of receipt of each payment from the allottee and such refund shall be made within a period of 90 days. Further, for avoidance of doubt, it is clarified that the allotment of an Apartment pursuant to the application made by the Applicant/(s), being purely provisional in nature, cancellation of Allotment for any reasons whatsoever shall not entitle the Applicant/(s) to or give rise to a cause of action for any injunctory relief or a relief of specific performance.
33. That the Applicant/(s) is bound to execute Flat Buyer Agreement/Agreement to Sale within 15 days in favor of the Applicant/(s). In case Flat Buyer Agreement/Agreement to Sale is not executed due to any reason or the Applicant/(s) fails to make the payment on due time then the Promoter shall have full right to cancel the allotment of apartment of the Applicant/(s) & shall forfeit the entire registration amount .i.e. 10% of Total Sale Price & shall refund the remaining amount without any interest or compensation of whatsoever nature.
34. The Applicant/(s) has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 1941A in the Income Tax Act, 1961. The Applicant/(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. However, if the Applicant/(s) to submit the TDS certificate to the Promoter within the stipulated period the Applicant/(s) shall be liable to pay simple interest on TDS payment at the rate of 15% per annum plus applicable taxes from the due date till the date such certificate is actually received by the Promoter. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the Applicant/(s) that reference shall be made to the detailed terms of

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

the Flat Buyers Agreement/ Allotment Letter/ Agreement For Sale, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by the Applicant/(s) that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Flat Buyers Agreement/ Allotment Letter/Agreement For Sale shall supersede over the terms and conditions as set forth in this Application Form. However, the Applicant/(s) shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Flat Buyers Agreement/Allotment Letter/ Agreement for Sale in this regard.

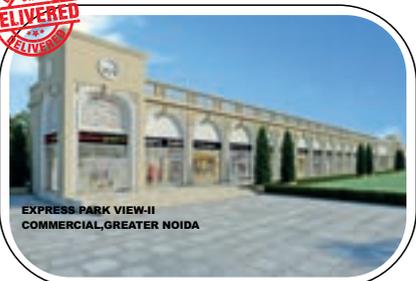
35. If any misrepresentation/concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the booking money as mentioned hereinabove shall be forfeited and the Applicant/(s) shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
36. Any dispute arising out of or touching upon or in relation to the terms of this Application Form / including the interpretation and validity of the terms and conditions hereof and the respective rights and obligations of the Promoter and the Applicant/(s) ("Parties") shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/ modifications thereof for the time being in force, by a sole arbitrator selected from the names of three arbitrators proposed by the Promoter. In case the Applicant/(s) delays/neglects/refuses to select one of the names from the suggested names within 15 (fifteen) days of intimation, it shall be deemed that the first such named arbitrator so proposed by the Promoter is acceptable to both the Parties as the sole arbitrator, whose appointment shall be final and binding on the Parties. Costs of arbitration shall be shared equally by the Parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Delhi-NCR and conducted in English only. This transaction will be subject to the exclusive jurisdiction of Courts at Gautam Budh Nagar only.
37. The Applicant/(s) shall sign all the pages of this Application in token of his acceptance of he same. The Applicant/(s) agree(s) that the Application once made will be final and changes (if any) can be made only subject to the discretion of the Promoter. The Applicant/(s) herein declares that the above terms and conditions have been read and understood by me/us and the same are acceptable to me.

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

## OUR PROJECTS



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Phone: +91 11 43020300  
Site Address:  
Plot No.- GH-03 Sector CHI-V, Greater Noida

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