

APPLICATION FORM

To,

**M/s IITL-NIMBUS THE HYDE PARK NOIDA
501A, 5th Floor, Narain Manzil, 23,
Barakhamba Road, New Delhi - 110001**

Dear Sir,

I/We request that I/We may be registered for provisional allotment of a residential apartment (hereinafter referred to as the "Apartment") in the Group Housing Complex of "IITL-NIMBUS THE HYDE PARK, NOIDA" (referred to hereinafter as the "Firm") known as "THE HYDE PARK" on the plot numbered GH-03, situated at Sector 78, Noida, Distt. Gautam Budh Nagar, (U.P.) allotted by New Okhla Industrial Development Authority (NOIDA), Main Administrative Building, Sector-6, Noida, Distt. Gautam Budh Nagar, (U.P.) to the Firm Vide allotment letter No. Noida / GHP / GH-2010- (I) / 2010/ 9144 dated 02.06.2010, admeasuring 60348.53 sq. mtrs.

I/We agree to sign and execute as and when required by the Firm, the Allotment Letter containing the detailed terms and conditions of allotment of the Apartment and other related documents as required by the Firm.

That the company has registered the said project under the provisions of Real Estate Regulation Act, 2016 with the office of Real Estate Regulation Authority, Uttar Pradesh vide Registration No. UPRERAPRJ9689 for Towers S,T,U & Registration No. UPRERAPRJ9214 for Towers Y,Q,R.

We have read and understood the accompanying brief terms & conditions for provisional allotment of an Apartment in the Firm forming part of this Application as Schedule I and undertaking, agree and undertake to abide by the same.

I/We remit herewith a sum of Rs. _____ (Rupees _____
_____) by Bank Draft/Cheque No. _____ dated
_____ drawn on _____ in favour of "IITL-NIMBUS THE HYDE
PARK, NOIDA" as registration amount for the provisional allotment of the Apartment.

I/We clearly understand that the Allotment of an Apartment by the Firm pursuant to my/our Application shall be purely provisional till execution of tripartite sublease Deed is executed by the Firm in my/our favour. Further, the Allotment of an Apartment in the M/S IITL-NIMBUS THE HYDE PARK, NOIDA is subject to the terms and conditions, restrictions and limitations as contained in the Lease Deed dated 09.06.2010 executed by New Okhla Industrial Development Authority (NOIDA) in favour of the Firm for lease of the said plot.

Sig. of Sole/First Applicant _____

Sig. of Co-Applicant(s) _____

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

Office Address

Pin Code

Address for Communication residential/Office/Others, Please Specify

Telephone No. Res

Off

Mobile

Fax

Date of Birth

DD MM YY YY

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)

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

First Co-Applicant

2. 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

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)

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

Second Co-Applicant

3. Applicant (Third) 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

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)

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)

5. Payment Plan:

A

B

C

6. Preference of Flat to be purchased:

A) Type of Flat

Flat Type

Carpet Area

Balcony Area (in sq. ft.)

b) Block/Tower Name

c) Floor

d) Flat No.

7. Car Parking

8. (A) Basic Sale Price as per payment plan :

@Rs.

Per sq. ft. Total Rs.

(B) Company Discount (if any)

@Rs.

Per sq. ft. Total Rs.

(C) Broker Discount (if any)

@Rs.

Per sq. ft. Total Rs.

(D) Special Discount (if any)

@Rs.

Per sq. ft. Total Rs.

(E) Net Rate BSP Applicable/Chargeable
A-(B+C+D)

@Rs.

Per sq. ft. Total Rs.

9. Preferred Location Charges (PLC) (if any)

Floor PLC

@Rs.

Per sq. ft.

Total Rs.

Location PLC

@Rs.

Per sq. ft.

Total Rs.

Other PLC

@Rs.

Per sq. ft.

Total Rs.

10. Car Parking Charges:

@Rs.

Per sq. ft.

Total Rs.

11. EEC & FFC

@Rs.

Per sq. ft.

Total Rs.

12. INTEREST FREE MAINTENANCE SECURITY

@Rs.

Per sq. ft.

Total Rs.

13. Club Membership Fee

@Rs.

Per sq. ft.

Total Rs.

14. Lease Rent

@Rs.

Per sq. ft.

Total Rs.

15. Power Backup

@Rs.

Per sq. ft.

Total Rs.

16. Other Charges* (if any):

@Rs.

Per sq. ft.

Total Rs.

Total Price of the Apartment

@Rs.

Per sq. ft.

Total Rs.

Excluding Possession Charges

17. Additional Charges Payable at the time of possession

A) Advance Towards CAM for 12 Month	@Rs.	<input type="text"/>	Per sq. ft.	Total Rs.	<input type="text"/>
B) Water, Electricity, Sewage Charges For 12 Months	@Rs.	<input type="text"/>	Per sq. ft.	Total Rs.	<input type="text"/>
C) PNG Civil Charges	@Rs.	<input type="text"/>			
D) Electricity Meter Charges	@Rs.	<input type="text"/>			
E) Water Connection Charges	@Rs.	<input type="text"/>			
F) PNG connection Charges	@Rs.	<input type="text"/>			
G) Sinking Fund	@Rs.	<input type="text"/>	Per sq. ft.	Total Rs.	<input type="text"/>
H) Other Charges	@Rs.	<input type="text"/>	Per sq. ft.	Total Rs.	<input type="text"/>

Note:

- i. Total Price does not include stamp duty, registration and incidental charges as well as expenses for execution of sub-lease Deed & the possession charges payable at the time of possession shall be borne and paid by the Applicant (s) to the Firm.
- ii. The Total Price does not include any taxes fees or levies of all and any kind by whatever name called.
- iii. All cheques/DD to be made in favour of "IITL-NIMBUS THE HYDE PARK, NOIDA" Payable at New Delhi. 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.

Declaration:

I/We the undersigned applicant(s) (Sole/First and Co-Applicants), do hereby declare that the above-mentioned particulars/information given by me / us are irrevocable and true and correct to my / our knowledge and no material fact has been concealed there from. I/We have gone through the terms & conditions written or explained further in the form as schedule I and undertaking of a this form and payment plan attached with this application form and accept the same and which shall ipso-facto be applicable to my / our legal heirs and successors. I/We shall also abide by the Flat Buyer's Agreement in the standard format of the Firm.

Signature(s) :

.....
(Sole/First Applicant)

.....
(Co-Applicant(s))

.....
(Co-Applicant(s))

Place:

Date:

Sig. of Sole/First Applicant _____

Sig. of Co-Applicant(s) _____

FOR OFFICE USE ONLY

1. Name, Designation and Signature of the receiving officer.....
2. Amount ReceivedReceipt No.....
3. Booking : Direct / Sales Organiser.....
4. Name of Sales Organiser.....
5. Registration No. of Sales Organiser
6. KYC done by
7. Application Accepted / Rejected (Along with reason of rejection).....
.....
8. Date of Acceptance / Rejection.....
9. Flat No. Allotted.....
10. Name, Designation and Signature of the officer approving the flat No.....
11. Remarks, if any.....

For IITL-NIMBUS THE HYDE PARK, NOIDA

Authorised Signatory

FOR OFFICE USE ONLY

Checklist for receiving officer

Tick please

- | | |
|--|--------------------------|
| 1. Booking amount cheques/DD | <input type="checkbox"/> |
| 2. Customer's Signature on all pages of the application form and payment plan | <input type="checkbox"/> |
| 3. Copy PAN Card/Form 60/Undertaking | <input type="checkbox"/> |
| 4. Address Proof and photographs | <input type="checkbox"/> |
| 5. Self attested photographs | <input type="checkbox"/> |
| 6. Email ID and Mobile no. of the applicant(s) | <input type="checkbox"/> |
| 7. For Companies: Certified copies of MOA & AOA and Certified true copy of the Board Resolution | <input type="checkbox"/> |
| 8. For Foreign Nationals of Indian origin: Passport photocopy/Funds from NRE/FCNRA/c | <input type="checkbox"/> |
| 9. For NRI: Passport photocopy & Payment through NRE/NROA/c | <input type="checkbox"/> |
| 10. Authorization/POA duly attested where a person is signing the application Form on someone's behalf | <input type="checkbox"/> |
| 11. For Partnership Firm: Partnership deed and authorization to purchase | <input type="checkbox"/> |

Sig. of Sole/First Applicant _____

Sig. of Co-Applcant(s) _____

SCHEDULE – I

BRIEF TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF APARTMENT IN “THE HYDE PARK” DEVELOPED BY M/s IITL-NIMBUS THE HYDE PARK, NOIDA AT PLOT NO. GH-03, SECTOR - 78, NOIDA, DISTT. GAUTAMBUDH NAGAR, U.P.

1. The “THE HYDE PARK“ is a Residential Housing Project being developed by the M/s IITL-NIMBUS THE HYDE PARK, NOIDA (hereinafter referred to as “the firm) on a Plot of land numbered GH-03, situated at Sector-78, in Noida, Distt. Gautam Budh Nagar, (U.P.) allotted by New Okhla Industrial Development Authority (NOIDA), Main Administrative Building, Sector-6, Noida, Distt. Gautam Budh Nagar, (U.P.) admeasuring approximately 60,348.53 sq. mtrs. (hereinafter referred to as the “Plot”). The said plot has been allotted by New Okhla Industrial Development Authority (NOIDA) to M/s IITL-NIMBUS THE HYDE PARK, NOIDA (“Firm”) for the purpose of development of Group Housing Project. The lease deed for demise of the said Plot to the Firm (the “Lease Deed”) has been executed by and between NOIDA and the Firm on 09.06.2010 for the purpose of the development of Group Housing and undertake sale of the apartments in the Housing Project.
2. The Allotment, if and when made by the Firm, pursuant to the accompanying Application shall be purely provisional and further shall be subject to the terms and conditions, restrictions and limitations contained in the Lease Deed executed by NOIDA in favour of the Firm and all laws, notifications and rules as may be applicable or set in inter alia to the Apartment and/or to the Plot including any amendment or variation thereof.

The applicant(s) after having read and understood the same has applied for the allotment and has undertaken to abide by these terms and conditions, restrictions and limitations etc.

3. That the applicant(s) is/are applying for the provisional allotment of an apartment in the Group Housing Scheme of the Firm known as “M/s IITL-NIMBUS THE HYDE PARK, NOIDA” being developed on the said plot. The applicant(s) has full knowledge of laws, notifications and rules as applicable to the Plot and the terms and conditions mentioned in the NOIDA's Laws & Bye – Laws & Brochure.
4. That the applicant(s) has fully satisfied themselves about the interest and title of the Firm in the said plot of land.
5. That the timely payment of installments as per the Payment Plan shall be the essence of the Allotment. It shall be incumbent on the applicant(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the NOIDA's lease.
6. Withdrawal of Application / Cancellation of Allotment:

(a) Before Allotment:

Applicants may withdraw their application prior to the issue of provisional allotment letter and may get full refund of the actual amount paid without any interest within 45 (forty five) days of the receipt of the communication of the withdrawal.

Sig. of Sole/First Applicant _____

Sig. of Co-Applicant(s) _____

(b) After Allotment

The Allottee shall be entitled to cancel the allotment under the following circumstances and upon such cancellation firm shall refund the monies paid by the Allottee in such a manner as prescribed under Real Estate (Regulation and Development) Act, 2016 read with Uttar Pradesh Real Estate (Regulations & Development) Rules, 2016:

- (i) Failure by the Firm to handover the physical possession of the apartment.
 - (ii) Where the person makes an advance or deposit on the basis of false, incorrect statement contained in any notice, advertisement or prospectus and sustains any loss or damage by reason of any such incorrect & false statement.
7. If applicant 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.
8. That in case the applicant(s) fails to pay any installment(s) or interest as the case may be, within 30 days from the due date of such payment, the Firm shall have the right to cancel the allotment and forfeit the entire Registration/Booking amount and the applicant(s) shall be left with no right or lien on the said apartment or any part of the land. The amount paid, if any, over and above the Registration/Booking Amount shall be refunded by the Firm without any interest within 30 days from the date of such cancellation after adjustment of any other charges due from the applicant(s).

The delay in payment of installments shall attract interest @ 9% p.a. calculated and payable from the due date of outstanding amount.

9. That the layout plan of the entire Project as drawn by the Firm is subject to change, if deemed necessary by the Firm or as may be required by the regulatory authorities of NOIDA, or any other statutory authorities specified in this behalf. Such alternations may include change in the area of apartment, floors, towers, number of apartments, location and increase / decrease in the number of car parking slots and any other changes allotted to the applicant(s). All such changes either at the instance of the regulatory authorities or otherwise, shall be carried out only after obtaining the consent of atleast 2/3rd of the allottee(s) in that tower. Further, subsequent to such changes if there is any increase / decrease in the carpet area of the Apartment or an Apartment becomes preferentially located, then revised price and/or PLC shall be payable / adjustable at the original rate at which the apartment has been booked for allotment.

Further, the Firm reserves the right to suitably amend the terms and conditions as specified herein.

10. 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 . 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

Sig. of Sole/First Applicant _____

Sig. of Co-Applicant(s) _____

be refunded along with simple interest at a rate of twelve percent (9%) per annum from the date of receipt of each payment from the allottee and such refund shall be made within a period of sixty (60) 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.

11. That the applicant(s) shall pay to the Firm the entire consideration of the Apartment as per the payment plan opted by the applicant(s).
12. That the applicant(s) has understood that the rights of ownership of land, facilities and amenities other than those within the tower building in which the apartment is located and the common area shall vest solely with the firm which shall have the sole right and authority to deal in any manner with such land, facilities and/or amenities.
13. That if the applicant(s) is having NRI/ PIO status or if is a foreign national(s) then he/she shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing such 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, the amount paid towards booking and further other payments will be returned by the firm as per applicable rules without any interest and the allotment shall stand cancelled forthwith and that the firm shall not be liable in any manner on such account.
14. That the Firm, apart from basic price of the Apartment, shall fix Preferential Location Charges (PLC) for certain apartments and if the applicant(s) opts for the booking of any such apartment, he/she shall also pay such charges.
15. That Booking Amount/Registration Money shall be 10% of the total BSP of the Apartment as mentioned in the Price list applicable as on date.
16. 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 firm, subject to availability and upon payment of such charges as may be decided by the firm. The firm'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.
17. That subject to the restrictions and limitations in the NOIDA's Lease Deed, the applicant(s) may at its option raise finances or a loan for purchase of the Apartment. However, responsibility of getting the loan sanctioned and disbursed as per Firm's payment schedule will rest exclusively on the allottee(s). In the event, the allottee(s) loan not being disbursed, sanctioned or delayed, the payment to the Firm as per schedule shall not be delayed by the allottee(s) and in the event of default in payment as per the Payment Plan the applicant(s) shall be liable for consequences including cancellation of the allotment.

Sig. of Sole/First Applicant _____

Sig. of Co-Applicant(s) _____

18. That all taxes and statutory levies presently applicable in relation to the apartment/Land under project, have been excluded in the price of the Apartment which are to be paid additionally. 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).
19. That upon completion of Apartment and receipt of full consideration and other charges, if any payable by the applicant(s), a Tripartite sublease deed shall be executed in favour of the applicant(s) on the format approved by the NOIDA. All expenses towards execution of the said sub-lease deed shall be borne by the applicant(s)/allottee(s).
20. That the allotment of Apartment is at the discretion of the Firm and the Firm has a right to reject any offer/application without assigning any reason. In the event the Firm decides to reject any offer/application for allotment of Apartment, the Firm shall not be obliged to give any reason for such rejection and any such decision of the Firm rejecting any offer/application for allotment of Apartment shall be final and binding.
21. That Courts at NCT of Delhi shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.
22. That the general terms and conditions as mentioned above are not exhaustive for the purpose of final allotment or varied at any time by the Firm.

I/We, the applicant(s) herein do hereby declare that the above terms and conditions have been read / understood by me/us and the same are acceptable to me/us. I/We the applicant (s) herein unequivocally agree, affirm and undertake to abide by the terms and conditions as mentioned herein.

(i) _____
Sole / First Applicant

ii) _____
(Co-Applicant)

iii) _____
(Co-Applicant)

Place : _____

Dated: _____

Sig. of Sole/First Applicant _____

Sig. of Co-Applicant(s) _____

UNDERTAKING

To,

Dated.....

**M/s IITL-NIMBUS THE HYDE PARK NOIDA
501A, 5th Floor, Narain Manzil, 23
Barakhamba Road, New Delhi - 110001**

Subject: Provisional Allotment of Residential apartment in Project - THE HYDE PARK

Dear Sir/Madam,

I/We thank you for accepting my/our application for provisionally registering my/our request for allotment of Unit No..... admeasuring Sq. Ft.(Approx)on..... Floor in "The Hyde Park".

I/ we understand that this acceptance of application is tentative and subject to the following:

I/we have tendered my/our payment vide cheque No..... dated on..... Bank for Rs..... This application for allotment will be processed only after the realization of the cheque and subject to the terms and conditions of the application form . In case cheque tendered by me/ us gets bounced or doesn't t get realized due to any reason whatsoever , my/our application will not be considered and the firm will have the right to reject and allot the apartment to any body without any claims from my/our side.

And/Or

In case, I/we decide to avail a loan from the bank, I/we understand that it is my /our personal responsibility to ensure the loan is processed and payment released to the firm within stipulated period of time failing which my/our application will automatically be deemed cancelled and the company will have the right to allot the flat to anybody without any claim or hindrance from my /our side.

Thanking you,

NAME:

ADDRESS:

(SIGNATURE)

Sig. of Sole/First Applicant _____

Sig. of Co-Applicant(s) _____