

APPLICATION FORM



Nivas Promoters Pvt. Ltd. (A group company of One Leaf Group)
51/3, Tower B, The Corenthum, Sector-62, Noida 201301, U.P.

Dear Sir/Madam

I/We request that I/we may be registered for provisional allotment of a Residential Flat of description specified below, in the Group Housing Scheme in the name and style of 'TROY' being developed and promoted by your company **Nivas Promoters Pvt. Ltd. (A group company of One Leaf Group)** hereinafter referred to as 'the Company' at **51/3, Tower B, The Corenthum, Sector-62, Noida 201301, U.P.**

I/We also agree to sign and execute, as and when desired by the Company, the Allotment Letter/Builder Buyer Agreement on the company's standard format, contents, whereof have been read and understood by me/us and I/we agree to abide by the terms and conditions thereof.

I/We understand that plot/land on which proposed group housing is being developed and promoted has been leased out to the company by Greater Noida Authority on 90 years lease on the terms and conditions mentioned in the Lease Deed.

I/We shall comply with the various Terms & Conditions of the said lease deed executed between Greater Noida Industrial Development Authority (hereinafter referred to as "GNIDA") and the company, in so far as those pertaining to rights and obligations of the Allottee(s)/Sub-Lessees.

I/We remit herewith a sum of Rs. (Rupees.....only) by Bank Draft /Cheque No..... dated..... drawn on..... being the booking amount for the allotment of the flat.

I/We further agree to pay the installments including the basic cost and allied charges as stipulated/demanded by the Company and/or as contained in the payment plan opted by me/us, failing which the allotment will be cancelled and the booking amount shall be forfeited by the Company. My/Our particulars are given below: -

1 PARTICULARS OF APPLICANT(s)

(To be filled in case of individual(s))

First Applicant

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

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

Date of Birth..... Marital Status

Residential Status: Indian [] Non - Resident Indian []

Foreign National of Indian Origin [] Nationality.....

Residential Address.....

Profession E-Mail

Designation, Company Name and Address

Tel. Residence Office Mobile

Fax No..... PAN No./Ward No. Passport No.....

Applicant's Income per annum.....

Second/Joint Applicant

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

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

Date of Birth..... Marital Status

Residential Status: Indian [] Non - Resident Indian []

Foreign National of Indian Origin [] Nationality.....

Residential Address.....

Profession E-Mail

Designation, Company Name and Address

Tel. Residence Office Mobile

Fax No..... PAN No./Ward No. Passport No.....

Applicant's Income per annum.....

(To be filled in case of a Proprietorship Firm/Partnership Firm)

M/s.....
 Registered office.....
 Resolution / Board Resolution / Authorization Letter dated

(To be filled in case of a Company)

M/s.....
 Registered office.....
 Director/Authorized Representative.....

Details of Proprietor/Partner/Authorized Representative

Mr./Mrs./Ms.....
 Son/Wife/Daughter of Mr.....
 Date of Birth..... Marital Status
 Residential Status: Indian [] Non - Resident Indian []
 Foreign National of Indian Origin [] Nationality.....
 Residential Address.....
 Profession E-Mail.....
 Designation, Company Name and Address
 Tel. Residence Office Mobile
 Fax No..... PAN No./Ward No..... Passport No.....
 Applicant's Income per annum.....

2. Description of Flat:

(i) Flat No..... (ii) Tower/Block No.....
 (iii) Floor..... (iv) Super Area (Sq. ft.).....
 (v) Phase..... (vi) Type of Flat.....
 (vii) Other Details of Flat.....

3. Details of Pricing:

A. Basic Sales Price	.....	Rupees
B. P.L.C. :		
Floor PLC	.....	Rupees
Park Facing	.....	Rupees
Road Facing	.....	Rupees
Corner/Rear	.....	Rupees
Club & Pool PLC	.....	Rupees
C. Car Parking Charges :	.....	Rupees
D. Lease Rent	.....	Rupees
E. Additional Power Backup .....KVA	.....	Rupees
F. IFMS	.....	Rupees
G. Club Membership	.....	Rupees
H. EDC/IDC/FFC	.....	Rupees
I. Any other Charges if Applicable.	.....	Rupees
TOTAL (A+B+C+D+E+F+G+H+I)	.....	Rupees
Grand Total	.....	Rupees
(Rupees in words..... only)		

It is clarified that all outgoings of whatsoever nature including Service tax and all other taxes, duties charges, levies etc. as may be applied/demanded by the government/local bodies/nodal agencies etc. shall be borne by the purchaser as per demand or applicable rates as may be notified by such government/local bodies/nodal agencies etc.

The rates of Service Tax including the Education Cess, Secondary and Higher Education cess applicable w.e.f. 01.09.2013 are as follows:

S. NO.	Description	Service Tax % age
1.	Construction of Residential Complex Basic Price (BSP)	
2.	Preferential Location Charges (PLC)	
3.	Club Membership Registration Charges (CMRC)	
4.	Car Parking	
5.	Additional Power Backup Charges	
6.	EDC/IFMS	

4. Stamp duty, Registration fee and allied charges, as applicable, shall be additionally payable before possession as and when demanded by the company.

5. Payment plan opted: [A] Down Payment ☐ [B] Construction Link Plan ☐ [C] Flexi Plan ☐ [D] Any Other ☐

6. Mode of booking: Direct ☐ Dealer ☐ Reference ☐ Third Party ☐

Declaration

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this application shall be subject to the terms and conditions of the Allotment Letter/ Builder Buyer Agreement the terms and conditions whereof shall ipso-facto be applicable 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 particulars/information given above till the booked property is registered in my/our name(s). I/We declare that in case of non-allotment of the flat, my/our claim shall be limited only to the refund of the deposited amount without any interest.

(i) (Signature of Applicants)

(ii) (Signature of Applicants)

(iii) (Signature of Applicants)

(Name of Applicants)

(Signature of Applicants)

Place Date.....

Note: -

(i) All cheques/drafts are to be made only in favour of "Nivas Promoters Pvt. Ltd." payable at Noida.

(ii) Persons signing the application on behalf of the other person/firm/company shall file authorization/power of attorney /board resolution duly attested by a first class Magistrate/Notary public.

FOR OFFICE USE ONLY

Total no. of applicant(s)

Type of account of applicant (NRI/Foreign Nationals/National)

Remarks:

1.....

2.....

3.....

Check list (all self attested):

1. Copy of PAN Card.

2. Copy of proof of residence.

3. Photograph of Applicant(s) (2 each)

4. Photocopy of Passport for NRI/ Foreign Nationals.

5. Photocopy of Company's Identity Card (for Corporate bookings only)

DETAILS OF ASSOCIATE

1. Name of Company

2. Address of Company.....

.....

3. Contact Person.....

4. Phone Number(s).....

Booked by.....

Checked by.....

Approved by.....

Company

Co-Applicant

Applicant

Terms and Conditions for Booking of Flat in ONE LEAF TROY, Greater Noida (West)

1. BOOKING

- 1.1 Mere submission of application for booking of flat does not automatically confer allotment.
- 1.2 The allotment shall be communicated in writing which shall remain provisional until the Builder Buyer Agreement is duly executed between the Applicant and the Company.
- 1.3 The Applicant shall specifically indicate the preference of the flat booked and said preference shall not be allowed to be changed. However, the Company may at its sole discretion, entertain a request for change of category, if the flat(s) are available in the desired category at the time of making such request. The applicant undertakes to pay the company, on demand, any additional cost/charges etc. on account of any such change being affected by the Company as per the request of the Applicant.
- 1.4 In case the change of category is allowed by the Company, the same shall not be final unless the previous overdue amount if any, along with interest payable & the difference in amount, as herein above stated is duly paid by the Applicant.
- 1.5 The booking amount payable along with the application for booking shall be 10% of the Basic cost of the flat along with the applicable Service Tax.
- 1.6 The outstation cheque for the booking amount if not AT PAR shall not be accepted.

2. REGISTRATION CHARGES

All the costs relating to stamp duty and other incidental charges as applicable for registration of Sub-Lease Deed/Conveyance Deed shall be paid separately by the Allottee(s) to the company before possession as and when demanded by the company.

3. CANCELLATION PROCESS

In case the Applicant desires for cancellation of the booking before the allotment, at any time, Rs. 51,000/- being the processing cost shall be charged and balance, if any, shall be refunded without any interest. After the allotment, the terms and conditions of the Builder Buyer Agreement shall prevail for cancellation.

4. TRANSFER CHARGES

In case the Applicant desires, transfer of the allotment/ ownership of the unit, before registration possession, an administration charge of 3% (three percent only) plus Tax of the total sale price as prevailing at the time of desired transfer shall be payable by the Applicant(s). Transfer of allotment/ ownership shall be on the sole discretion of the Company however, the same may be permitted only after receipt of 50% of the total cost of the flat.

5. PAYMENT

- 5.1 Timely payment of the total cost as per the payment schedule, inclusive of the Service Tax and/ or other charges as applicable shall be the essence of the Agreement.
- 5.2 An amount equivalent to 15% (Fifteen Percent) of the Total Cost shall always be deemed to have been paid by the Applicant(s) as and by way of Earnest Money till the completion of full payment and possession of the unit is given.
- 5.3 Payment Plan as opted by the Applicant(s) shall not be allowed to be changed. However, if the payment due as per the Down Payment plan option is not made on time, the plan shall be converted to another plan such as Flexi Plan or Construction Linked Plan as per the payment received (flow of payment) at the sole discretion of the company and shall be binding on the Applicant(s). However, the Applicant(s) shall be notified to such effect. The Applicant shall be bound to make payment on demand by the Company such payments and/ or charges, if any, on account of such changes being effected, within 15 days of the letter of demand raised by the company on the Applicant(s). The basic sale price of the apartment booked shall stand revised accordingly.
- 5.4 All the payments shall be made through MICR Cheque/ DD/ RTGS/ NEFT or Pay Order in the name of the Company "Nivas Promoters Pvt. Ltd."
- 5.5 In the event of delay in payment, the Applicant(s) shall be liable to pay simple interest calculated @18% per annum of the outstanding amount from the next day of the Due Date for the period of delay. All payments made by the Applicant will first be adjusted towards the Service Tax applicable and interest due on delayed payments, if any, and thereafter the balance, if any, will be adjusted towards the principal due.
- 5.6 In the event the Applicant(s) fails to pay any instalment(s) with Interest within 90 days from the Due Date, the Company shall have the right to forfeit the entire amount of Earnest money (i.e. 15% of the total cost) paid by the Applicant(s) and in such an event the Allotment of the said apartment shall stand cancelled and the Applicant(s) shall be left with no right or lien on the said apartment and the Company at its own discretion would be free to allot the apartment to a third party. The amount paid, over and above the Earnest Money, if any, shall be refunded by the Company without interest after adjustment of Interest accrued on the delayed payment(s), brokerage, if any, and / or any other charges, dues from the Applicant(s) under this application. In case where the Company has received less than 15% of the Total cost, the so far paid amount to the Company will be forfeited.
- 5.7 The Applicant(s) agrees to reimburse to the Company and to pay on demand all taxes, levies or assessments whether levied now or in future, on land and/ or building as the case may be, from the date of application.
- 5.8 The Applicant(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping the complex and providing the various services as determined by the Company or its nominated agency and as and when demanded by the Company/ its nominee. The decision in this regard shall be entirely at the sole discretion of the company and the same shall be binding upon the applicant/ flat buyer. This arrangement will be carried out until the services are handed over to the local bodies. The Applicant agrees and consents to this arrangement and will not question the same singly or jointly with other Buyers.

6. SALE PRICE

- 6.1 The Sale Price of the Flat may vary at the discretion of the company at any time before acceptance of the application.
- 6.2 The Sale Price of the Flat on confirmation of allotment shall remain fixed.
- 6.3 The Sale Price of the Flat shall not include the following:
 - a) Taxes, impositions of levies or duty as applicable, imposed by the local authorities/Govt. for the sale/sub-lease of the said flat.
 - b) Cost of electrification charges for providing connections by the electricity board including any security amount demanded by the electricity board have been provided tentatively. Any increase shall be on Allottee's account on pro-rata basis.
 - c) Individual Electric Meter Connection charges as applicable.
 - d) Charges for providing water and sewage connections by concerned authorities.
 - e) Any change in govt. taxation or levies.
 - f) Any other charges as referred in the Builder Buyer Agreement
 - g) Escalation in these charges.
 - h) Any other kind of Development Charges as may be imposed by the concerned authorities or charges for providing amenities by the local bodies.
 - i) Processing fee and all other incidental charges as payable to the Greater Noida Authority at the time of transfer/execution of Sub-Lease Deed shall be borne by the Allottee(s).

7. SUPERAREA

- 7.1 It is defined as the total built up area of the flat booked and shall also include walls, windows, balconies, projections etc., proportionate share of areas like staircase, common areas, lifts, walls and areas used/earmarked for installation of essential facilities like electrical sub stations, transformers, water tanks and other facilities.
- 7.2 The total built-up area of the flat may, during the course of construction, change marginally. If there is any change the Basic Sale Price of the flat may be increased or decreased depending upon the variation in the area/size of the flat.

8. POSSESSION

- 8.1 The possession of the apartment is proposed to be delivered by the company to the applicant(s) within 36 months from the date of excavation subject to force majeure circumstances beyond the control of the Company, and upon registration of Sub-Lease Deed, provided all amount due and payable by the purchaser under this agreement has been paid to the Company within the stipulated period. It is however, understood between the parties that the possession of various blocks/ towers comprised in the complex shall be ready and complete in phases and after the completion the apartment shall be handed over to the purchaser of different towers.
- It is agreed that the Company shall be entitled to reasonable extension in time stipulated for delivery of possession of the apartment because of any default or negligence attributable to the applicant(s) in fulfilment of obligations under this Application. However, if the Company fails to handover the possession beyond the given period adding the grace period of 06 months in lieu of any unforeseen circumstances, the Company would be liable to compensate the Applicant(s) @ Rs. 10 per sq. ft. per month for the delay attributable to the inability of the Company in the handing over of the apartment beyond the above mentioned grace period. Similarly the customer would also be liable to pay holding charges of Rs.10 per sq. ft. per month if the customer fails to take the possession within 30 days from the date of issuance of the letter stating the offer of possession.
- 8.2 The Company however, if compelled by the reasons beyond control including but not limited to earthquake, civil riots, or other circumstances of supervening impossibilities may extend the period of possession beyond the period specified above. The Applicant(s) agrees that the sale of the unit is subject to force majeure clause which inter-alia shall be including but not limited to the non-availability of steel/ or cement or other building materials, or water supply or electric power or slow down due to a dispute with the construction agency employed by the Company, civil commotion, or by reason of war or any act of God, delay in certain decision/clearances from statutory body, or if non-delivery as a result of any notice order rules or notification of the Government and/or any other public authority or for any other reason beyond the control of the Company and in any of the aforesaid event, the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises on account of the above circumstances.
- 8.3 The Company shall neither pay any interest for the delay in handing over of possession for the aforesaid reason(s) as stated hereinabove nor will the Applicant be entitled to claim any compensation for the delay.
- 8.4 In consequence of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the Applicant(s) without any interest or compensation whatsoever.

9. EXECUTION OF AGREEMENT

- 9.1 The Applicant has accepted the plans, designs, specifications which are tentative, and are kept at the Company's office at 51/3, Tower B, The Corenthum, Sector-62, Noida 201301, U.P. and agrees that Company may in its sole discretion, affect such variations, additions, alterations, deletions and modifications therein as it deems appropriate and fit or as may be done by any competent authority and the Applicant(s) hereby gives his/ her consent to such variation/addition/ alteration/ deletion and modification.
- 9.2 On receipt of 20% amount of the Basic cost with the service tax as applicable, preceded by the submission of the duly filled application form and relevant documents the Applicant(s) shall sign the Builder Buyer agreement issued along with the Allotment Letter by the Company in the prescribed format and shall remain bound by the terms & conditions of the Builder Buyer Agreement. Until and unless the Builder Buyer agreement is executed by the parties, the booking shall remain provisional.
- 9.3 The Sub-Lease deed shall be executed and got, registered in favour of the Applicant(s) within the reasonable time after the completion of development work/construction at the site and after receipt of the Total Cost and other connected charges from the applicant. Cost of stamp duty and registration/ mutation documentation charges etc. as applicable at the time of registration will be extra and shall be borne by the Applicant(s). The Applicant shall pay the stamp duty and Registration Charges/Mutation charges and all other incidental and legal expenses for execution and registration of sale deed/ mutation of the unit in favour of the Applicant(s) as and when demanded by the Company.
- 9.4 Until and unless a Sub-Lease deed is executed and registered in favour of the applicant(s), the Company shall for intents and purposes continue to be the owner of the land and also the construction thereon and this application shall not give to the Applicant(s) any right or title or lien therein.
- 9.5 The allotment of the unit is entirely at the discretion of the Company.
- 9.6 The Applicant agrees that, any and all disputes arising out of or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the Applicant(s). In the event of disputes, claim and/ or the differences not being amicably resolved, such disputes shall be referred to the sole arbitration of a person nominated for the purpose, by the Company. The proceedings of the arbitration shall be conducted in accordance with the provision of Arbitration & Conciliation Act 1996, as amended from time to time, or any rules made there under. The Applicant(s) hereby gives his consent to the appointment of the sole arbitrator as specified herein above and waives any objection that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the arbitration shall be "Noida". Honourable High Court of Allahabad and courts subordinate to it at Gautam Buddha Nagar and state consumer forum only at Lucknow, Shall have the jurisdiction in all matters arising out of and/or concerning this transaction.
- 9.7 The Applicant understands that it is mandatory to purchase 1 parking space along with the apartment. The parking space allotted to the applicant shall be an integral part of the said apartment and cannot be sold/dealt with independent of the said apartment.

10 CHANGE IN ADDRESS:

- 10.1 The Applicant(s) shall get his/her/their complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her address failing which all demand notices and letters posted at the first registered address will be deemed to have been served upon him/her at the time when those should ordinarily reach such address and the Applicant shall be responsible for default in payment and other consequences that might occur there from in all communications.
- 10.2 In case there are joint Applicants, all communication shall be sent by the Company to the Applicant whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered on all the Applicants and no separate communication shall be necessary to the other named Applicant and all the Applicant(s) have agreed to this condition of the Company.
11. The Applicant (s) has applied for allotment of a residential unit with full knowledge and subject to all the laws/ notification(s) and rules applicable to this area in general, which have been explained by the Company and understood by the applicant(s).
12. The Applicant(s) has fully satisfied himself/herself about the interest and the title of the Company in the said land on which the unit will be constructed and has understood all limitations and obligations in respect thereof. And there will be no more investigation or objection by the Applicant(s) in this respect.
- The Applicant(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable on the said property.

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For - COMPANY

.....
CO-APPLICANT

.....
APPLICANT

Nivas Promoters Pvt. Ltd. (A group company of One Leaf Group)

51/3, Tower B, The Corenthum, Sector-62, Noida 201301 U.P. Tel.: +91 0120 4853333 E-mail : info@oneleafgroup.com