

APPLICATION FORM

Ebony Greens: Crescent ParC Project at Ghaziabad

Residential Project

Application for Allotment of a Flat

<u>Application No.</u>	<u>Date</u>	<u>Flat No. & Details</u>	<u>Customer Code No.</u>

To,
M/s. SARE Saamag Realty Pvt. Ltd.
B-67, Sarita Vihar, New Delhi.

Please affix
Passport Size
Photograph
First Applicant

Please affix
Passport Size
Photograph
Co-Applicant

Re: Application for Allotment of a Flat in your Residential Project, "Ebony Greens – Crescent ParC", at NH-24, Ghaziabad

Dear Sir,

I/We request that I/we may be considered for allotment of a Flat in the Residential Project, Ebony Greens – Crescent ParC, being developed by the Company at Ghaziabad, (hereinafter referred to as the 'Flat'). I/We opt to pay the basic sale price of the Flat, PLC (If applicable) and other allied charges as per **Construction Linked Installment Payment Plan** enclosed herewith.

I/We remit, herewith, a sum of Rs..... (Rupees only) by Cash/DD/Cheque bearing no. dated..... drawn on favoring **Sare Saamag Realty (P) Ltd – Ebony Greens** being the Booking Amount for the Flat i.e. 10% of the basic sale price.

In the event of the Company agreeing to allot me/us the Flat, I/We agree to pay future installments of basic sale price and other charges as per terms & conditions of the allotment herein contained, and as per the payment plan opted by me /us. I / We have read and understood the terms & conditions of the allotment and agree to abide by the same. I/We also agree to execute the standard Flat Buyer's Agreement containing detailed terms & conditions of allotment and transfer, as and when called upon by the Company.

If, however, I / we fail to pay further installments as per the payment plan, or execute the Flat Buyer's Agreement, as aforesaid, the Company shall be entitled to treat this Application / Flat Buyer's Agreement as cancelled, and forfeit the entire Booking Amount / Earnest Money, for which I/We shall raise no objection of any kind.

I/We agree that the acceptance of my/our application do not entitle me/us to any right in a Flat until the Flat Buyer Agreement is executed and all payments towards basic sale price and other charges, in full, have been paid by me/us on or before the due dates.

I/We further agree that I/we shall abide by the terms and conditions of the Company that are in force or that may be brought into force from to time, for allotment of the Flat.

X.....(Sole/First Applicant)

X(Second Applicant)

My/our particulars are given below:

FOR SOLE OR FIRST APPLICANT

Applicant 's Name							
Father's / Husband's Name							
Date of birth		Nationality					
Qualification (s)		Profession / Occupation & Designation					
Permanent Address							
Correspondence Address							
Telephone Nos.	Residence		Office		Mobile		
Email Address			Passport No.				
Marital Status (Tick one)	Married	Single		No. Of children			
Resident Status (Tick one)	Resident	Non – Resident		Pan no.*/ Ward circle No.			

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

CO-APPLICANT

Co-Applicant's Name							
Father's / Husband's Name							
Date of birth		Nationality					
Qualification (s)		Profession / Occupation & Designation					
Permanent Address							
Correspondence Address							
Telephone Nos.	Residence		Office		Mobile		
Email Address			Passport No.				
Marital Status (Tick one)	Married	Single		No. of children			
Resident Status (Tick one)	Resident	Non Resident		Pan No.*/ Ward Circle No.			

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

FIRMS / SOCIETIES / TRUST / OTHERS

Name of the Firm / Society / Trust							
Registration No. (if registered)							
Registered Office / Office Address							
Correspondence Address							
Telephone Nos.	Office				Fax		
Email							
Name of the Authorized Signatory				Mobile No of the Authorized Signatory			
Address of Authorised Signatory							

X.....(Sole/First Applicant)

X(Second Applicant)

FOR COMPANIES

Name of the Company			
Date of Incorporation			
Registered Office			
Correspondence Address			
Telephone Nos.	Office		Fax
Email			
Name Father's / Husband's Name of the Authorized Signatory		Mobile No of the Authorized Signatory	
Address of Authorised Signatory			

I/we enclose herewith copies of following documents:

- (I) PAN Card
- (ii) Resident Proof (Election Card/Passport/Driving License)
- (iii) Copy of Memorandum & Articles of Association and Board's Resolution
- (iv) Copy of Partnership Deed/Authority Letter/Resolution (In case of society/trust)

DETAILS OF FLAT

Flat No.	Building No.	Flat Type	Floor
Super Area _____ sq. mtrs. (_____ sq. ft.)		Built-up area _____ sq. mtrs.	

SALE DETAILS

Particulars	Details	Amount in (Rs.)
A. Basic Sale Price		
1. Basic price on super area basis Less : Rebate, if any	@ Rs.....per sq.ft (-) Rs..... per sq.ft Rate @..... per sq.ft	
2. *Preferential Location Charges (PLC) a) 45 m road and park facing b) Floor (Roof Rights in case of top floor)	@ Rs.....per sq.ft @ Rs.....per sq.ft	
Total (A)		
B. Allied Charges		
1. Development Charges	@ Rs.....per sq.ft	
2. Facility Charges	@ Rs.....per sq.ft	
3. Club Fee	Rs.....	
4. Car Parking Charges	Covered@ Rs..... Open@ Rs.....	
4. Electrical Charges	Rs.....per sq.ft	
5. Fire Fighting Charges (FFC)		
6. Power Back upKVA @ Rs.	
7. Other charges, if any	Rs.....	
Total (B)		
Total (A+B)		

X.....(Sole/First Applicant)

X(Second Applicant)

NOTES:

- Free hold Flats.
- The rebate for early payment, if any shall be allowed as may be decided by the Company from time to time, at its sole discretion.
- Registration fees, stamp duty, Facility charges, and other miscellaneous charges shall be borne and paid by the Intending Allottee, as applicable.
- Prices indicated above are subject to revision from time to time at the sole discretion of the Company.
- Prices, terms and conditions stated herein are not exhaustive, and have been indicated merely to apprise the Applicant.
- VAT and / or Service Tax, if any, shall be charged extra, as applicable.
- All taxes, charges, cess or fee, whatsoever or of any kind, levied or that may be levied in future shall be borne and paid by the Intending Allottee.
- All payments are to be made by demand draft/pay order/cheque only drawn in favour of SARE Saamag Realty (P) Ltd – Ebony Greens Payable at New Delhi.

Signature of the Applicant(s)

X.....(Sole/First Applicant)

X(Second Applicant)

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF FLAT IN RESIDENTIAL PROJECT, EBONY GREENS – CRESCENT PARC.

The Intending Allottee will be allotted the Flat(s) on the following broad terms and conditions, and these terms and conditions shall be comprehensively set out in the Flat Buyer's Agreement (hereinafter referred to as "the Agreement").

The following terms and conditions are indicative in nature, and shall always remain binding on the Intending Allottee (s).

1. The Intending Allottee confirms that he/she has been provided by the Company with all the relevant information, documents, plans, site map and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being developed on the Said Land. The Intending Allottee has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the owners / Company in the Said Land on which the Project is being developed, and has understood all limitations and obligations of the Company in relation thereto and has relied solely on his/her/its/their own judgment and investigation while deciding to apply for allotment.
2. The Intending Allottee(s) shall be liable to pay a total consideration of Rs. _____/- (Rupees _____ only) towards the basic sale price for the purchase of the Flat and other charges as per the payment plan opted by him. The Company has calculated the total price payable by the Intending Allottee(s) for the Flat on the basis of the super area of the Flat together with the proportionate cost of providing the common facilities in the Project. The super area given in the application is tentative and the same shall be determined at the time of completion of the Project / handing over possession of the Flat.
3. For the purpose of calculating the basic sale price of the flat, the Super Area shall be the covered area inclusive of the area under the periphery walls, area under columns and walls within the flat, areas of the wall common with other adjoining flats, cupboards, plumbing shafts, projections, pergolas and balconies plus proportionate share of the areas utilized for common use and facilities, lifts etc. for the Building.
4. It shall be an essential condition of allotment that the Flat shall not be used for any purposes other than for residential purposes.
5. The Intending Allottee(s) hereby agrees to pay additionally the preferential location charges in a manner and within the time as stated in the payment plan. However, the Intending Allottee(s) has specifically agreed that if due to any change in the building or flat layout plan, the Flat ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee(s) and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout plan, the Flat becomes preferentially located, then the Intending Allottee(s) shall be liable and agrees to pay additional preferential location charge as may be demanded by the Company.
6. The Intending Allottee(s) shall be allotted one open/covered car parking space specifically earmarked for the Flat on payment of such extra charges as provided in the payment plan.
7. The earnest money for the purpose of this application and Flat Buyer's Agreement shall always be 10% of the basic sale price that may be applicable from time to time. The earnest money shall be liable to be forfeited in the event of withdrawal of allotment by the Intending Allottee(s) and/or cancellation of allotment on account of default/breach of the terms and conditions of allotment/transfer including non-payment of basic sale price / other charges herein provided or as set out in the Flat Buyer's Agreement. In the eventuality of withdrawal / cancellation, the earnest money deposited will stand forfeited and the balance amount paid, if any, will be refunded to the Intending Allottee(s), without any interest and such refund shall be made only once the Flat is re-allotted / sold to another Allottee.
8. The payment on or before due date of the basic sale price and other charges / amounts payable by the Intending Allottee(s) as per the payment plan opted by the Intending Allottee(s) or as demanded by the Company from time to time is the essence of the allotment. In case, the Intending Allottee(s) fails to make the payments, as aforesaid, the Intending Allottee(s) shall be liable to pay interest thereon @ 18% per annum from the due date of the installment / payment till the date of actual payment. However, in case the Intending Allottee(s) fails to make the payment with interest as aforesaid within a period of three months from the said due date, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and the Intending Allottee(s) shall be left with no right in the Flat. In such a case, the earnest money deposited will stand forfeited and the balance amount paid, if any, will be refunded, without any interest, and such refund shall be made only once the Flat is re-allotted / sold to another Allottee.. However, in exceptional and genuine circumstances, the Company may, at its sole discretion, condone the delay in payment of installments by charging interest @ 18% per annum and restore the allotment of either the cancelled Flat or any other alternate Flat, at the Company's sole discretion, and on such terms and conditions as it may deem fit.
9. The Intending Allottee(s) has been made to understand and is aware that the Project is self-financed and the completion and progress of construction is subject to timely receipt of installments and other charges as per the payment plan. The Intending

X.....(Sole/First Applicant)

X(Second Applicant)

Allottee(s) understands that withdrawal or cancellation of allotment on account of default, at any time, shall affect the funding of the Project and hamper / delay its progress, resulting into incurring losses and/or damages by the Company. As such, in case, the Intending Allottee(s) desires for withdrawal of allotment or if the allotment is cancelled on account of default/breach of the terms and conditions of allotment including non-payment of basic sale price / other charges, at any time after completion of 50% of the construction of the Flat, the Company, apart from forfeiting the earnest money, as aforesaid, shall be entitled to deduct an additional amount, as penalty, which shall be 10% of the total amounts paid by the Intending Allottee(s) till that time. The balance amount, if any, will be refunded to the Intending Allottee(s), without any interest and such refund shall be made only once the Flat is re-allotted / sold.

10. In-case the Intending Allottee(s) wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the Flat applied for, the Company shall facilitate the process subject to the following: (a) The terms of the financing agency shall exclusively be binding and applicable upon the Intending Allottee(s) only. (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Intending Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Company, as per schedule, shall be ensured by the Intending Allottee(s), failing which, the Intending Allottee(s) shall be governed by time provision contained in clause 8 as above. (c) In case of default in repayment of dues of the financial institution/agency by the Intending Allottee(s), the Intending Allottee(s) authorize the Company to cancel the allotment of the Flat and repay the amount received by the Company till that date after deduction of earnest money, directly to financing/institution/agency on receipt of such request from financing agency without any reference to the Intending Allottee(s).
11. The Intending Allottee(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any matters, issues relating to any approvals, permissions, notice, notifications by the Competent Authority become subject matter of any litigation or due to any force majeure conditions, the Company after allotment, is unable to deliver the Flat to the Intending Allottee(s), the Intending Allottee(s) agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amount received from him/her without any interest or compensation whatsoever.
12. The Intending Allottee(s) has seen and accepted the layout plans, building plans, designs and specifications, which are tentative and the Intending Allottee(s) authorize the Company to effect suitable and necessary alterations/modifications in the same as the Company may deem fit or as directed by any Competent Authority(ies). However, in case of any alterations /modification resulting in change in the super area of the Flat any time prior to and upon the grant of completion certificate, the Company shall intimate to the Intending Allottee(s) in writing the change thereof and the resultant change, if any, in the price of the Flat shall be paid by the Intending Allottee or refunded as the case may be. The Company may on its own provide additional / better specifications and / or facilities other than those specifications provided in the brochure due to technical reasons or for reasons of over-all betterment of the Project and the proportionate cost of such changes will be borne by the Intending Allottee(s).
13. If the Company is unable to carry out the constructions of any of the said Building or the said Flat or is unable to construct and hand-over the possession of the said Flat for any reason whatsoever, the Company shall endeavour to offer an alternate flat of approximately the same type/specification and in the event of non-acceptability by the Allottee or non-availability of the alternate flat, , the Company shall refund only the actual amount received from the Allottee till then and shall not be liable to pay any damages/compensation or interest to the Allottee, whatsoever. The Allottee irrevocably agrees not to raise any demand/claim against the Company on account of it not being to construct and hand-over the said Flat or not providing any alternate Flat.
14. Any charges, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, either on the Said Land, Said Building, Said Flat or on the construction of the Project at any time, in future or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Allottee only on pro-rata basis.
15. Any enhancement in the charges or if any additional charge for extra amenities/ safety measures or any other charge, levy, tax, fee, cess etc. of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the Project, the same shall be charged to the account of the Allottee on pro-rata basis and be payable to the Company on demand.
16. The charges for providing external electrification, electric wiring in the Said Flat, fire fighting measures / equipment in the common areas as prescribed in the existing fire fighting code / regulations and power backup, shall be payable by the Allottee in addition to the basic sale price, as prescribed herein. If, however, due to any subsequent legislation / government. order or directives or guidelines or if deemed necessary by the Company, additional electrification / fire safety measures are undertaken or in case there is any increase in the external electrification & fire fighting charges, then the Allottee shall be liable to pay proportionate charges, as may be determined by the Company in its absolute discretion.
17. The basic sale price, as has been mentioned in the Installment Plan attached hereto, has been fixed taking into consideration the cost of Steel and Cement, at prevailing rate.
18. The Company shall endeavor to handover possession of the Said Flat within a period of Twenty Four (24) months from 1st December'2009 and subject to timely payment by the Allottee towards the basic sale price and other charges, as demanded in terms of the Agreement. The time frame for possession provided hereinabove is tentative and shall be subject to force majeure

X.....(Sole/First Applicant)

X(Second Applicant)

and timely and prompt payment of all installments and completion of formalities required and the timely receipt of all approvals from the concerned authorities. The Company shall be entitled to six (6) months additional period in the event there is a delay in handing over possession. However, in case of delay beyond a period of six (6) months and such delay is attributable to the Company, the Company shall be liable to pay compensation @ Rs. 5.00 per sq. ft. per month of the Super Area of the Said Flat for the period of further delay.

19. The Intending Allottee agrees to pay to the Company or the maintenance agency, monthly maintenance charges as demanded by the Company / maintenance agency, from the date notified by the Company for taking over possession of the Said Flat. The Company / maintenance agency will, at the time of making the offer of possession, demand non-refundable advance maintenance charges for a period of 12 months forward, at the rates determined by the Company / maintenance agency, in which case the Intending Allottee(s) shall be liable to pay the same within the date notified, failing which interest @ 18% p.a. shall be charged for the period of delay. This non-refundable advance equal to 12 months maintenance charges shall always remain with the company/ maintenance agency. The maintenance charges shall be payable at the rates determined irrespective whether the Intending Allottee is in occupation of the Flat or not. It is agreed that the maintenance charges may be enhanced, from time to time, as may be determined by the Company or the maintenance agency. In addition, a sinking fund may be created and will be paid extra by the Intending Allottee. The maintenance charges may be also realized in a pre-paid format by integrating them into the pre-paid electricity system or otherwise. The Intending Allottee agrees to sign and execute the Maintenance Agreement with the Company / maintenance agency, in this regard, as and when called upon.
20. The monthly maintenance charges as intimated to the Intending Allottee by the Company, shall be payable by the Intending Allottee within a period of seven (7) days of demand. In case of delay in monthly maintenance charges within this period, interest @ 18% p.a. shall be charged for the period of delay. In case of failure of the Intending Allottee to pay the monthly maintenance charges on or before the due date, the Company/ Maintenance Agency will be entitled to effect disconnection of services to the Intending Allottee that may include disconnection of electricity/water/sewer/power back-up, and debarment from usage of any or all common facilities within the Project / Said Building / said Flat. The Company may also, apart from other remedies open to it, restrict or object to the transfer of the Said Flat by the Intending Allottee.
21. All charges payable to various department for obtaining services/ connections to the Flat like electricity, telephone, water etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Intending Allottee(s). The Intending Allottee(s) shall be liable to pay monthly electricity consumption charges and power back-up charges in respect of the Flat on actuals through the pre-paid metering system. The Intending Allottee(s) shall also be liable to pay the municipal / house / property tax, by whatever name called, and water tax etc. in respect of the Flat from the date of levy thereof.
22. In case of the top floor Flat, with roof rights, it shall be incumbent on the Intending Allottee(s) to allow free access rights thereof to the other occupants of the building for the purpose of installation of water tanks/antenna/VSAT/internet/telephone connection etc. and repair and maintenance of the same. The Intending Allottee(s) shall not be entitled to raise any construction, whether temporary or permanent, or further floors on the roof.
23. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc.. If any common space is provided in the Project for organizing meetings and small functions, the same shall be used on payment basis after prior permission from the Company / Maintenance Agency.
24. The Intending Allottee(s) shall be required to become a member of the club and shall be liable to pay to the Company or its nominated agency, which may manage and operate the club, such one-time membership fee, as per the payment plan and other charges as applicable. The membership of the club is compulsory by the Intending Allottee.
25. The Intending Allottee(s) shall also be liable to pay to the Company cost of stamp duty, registration fee and legal charges for execution and registration of sale deed, at the rate which may be applicable the then.
26. The Company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Intending Allottee(s) to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and administrative charges as may be prescribed by the Company. The Intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s). In the event of any imposition of executive instructions at any time after the date of the application to restrict nomination/transfer/assignment of the Flat by any authority, the Company will have to comply with the same and the Intending Allottee(s) has specifically noted the same.
27. The Intending Allottee, if resident outside India, shall solely be responsible for the compliance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing and applicable shall be the responsibility of the Intending Allottee(s).
28. The Intending Allottee(s) shall inform the Company in writing any change in the mailing address mentioned in this application failing which all demands, notice etc, by the Company shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee(s).

X.....(Sole/First Applicant)

X(Second Applicant)

29. In case there are joint applicants, all communications shall be sent by the Company to the First Intending Allottee only at the mailing address given by him which shall be deemed as served on all Intending Allottee(s) and no separate communications shall be sent to the Joint Intending Allottee. The address given in the application form shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Intending Allottee(s) and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom.
30. All payments by the applicant shall be made to the Company through Demand Drafts/Cheques drawn upon scheduled banks in favour of "Sare Saamag Realty Private Limited" payable at New Delhi (NCR) only.

I/we have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and conditions as will be comprehensively set out in the Flat Buyer's Agreement.

Place _____
Date _____

Signature of Applicant(s)

DECLARATION

I/We the above applicant(s) do hereby declare that the above particulars/information given by me/us is/are true & correct and nothing has been mis-represented/concealed therefrom. I/We have read and signed all pages of this Application form and payment plan and agree to abide by the same.				
First /Sole Applicant	Name		Signature	
Second Applicant	Name		Signature	
	Date		Place	

FOR OFFICE USE ONLY

Particulars	Name	Signature	Date
Received by			
Verified by			

Broker Name:

X.....(Sole/First Applicant)

X(Second Applicant)