



Application Form

Application No.....

Date.....

To,

PANCHSHEEL BUILDTECH PVT. LTD.

Plot no.6, Sector 14, Kaushambi
Ghaziabad 201010

Dear Sir,

I/We request to register my/our expression of interest ("EOI") for provisional allotment of a residential / dwelling unit ("Unit") as per details given below, in the housing project "**(PANCHSHEEL GREENS)**" being developed by you at (Plot No. 1, Sector-16B, Greater Noida, U.P.) under Down Payment Plan / Construction Linked Plan / Flexi Payment Plan (tick one). I/We hereby remit as sum of Rs..... (Rupees.....only) vide RTGS/cheque / Draft No. (s).....drawn on in favour of "**(Panchsheel Buildtech Pvt. Ltd.)**" towards earnest money/part of earnest money.

I/We agree that in the event "**(Panchsheel Buildtech Pvt. Ltd.)**" (herein after referred to as the 'Company') agree to provisionally allot a Unit, I/We agree to pay further installments of sale price and all other dues as stipulated/demanded by the company in accordance with the mode of payment agreed upon in this Application and the Flat Buyer's Agreement (Allotment Letter) as explained to me/us by the company and understood by me/us.

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 Development 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 Development Authority (hereinafter referred to as '(Greater NOIDA)') and the company and those pertaining to rights and obligations of the Allottee(s)/sub-lessees.

I/We further agree to pay the installments or basic sale price 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.

I/We agree and understand that this application does not constitute any offer or definitive allotment or any agreement to sell and I/we do not become entitled to the provisional and/or final allotment of a unit notwithstanding the fact that Company may have issued a receipt (s) in acknowledgment of the money tendered by me/us as EOI to the company with this application. I/We have read and understood the company's terms & conditions forming part of this application and agree to abide by the same. I/we agree to sign and execute, as and when desired by the Company, the Buyer's Agreement (Allotment Letter) on the company's standard format on the terms and conditions laid down therein. I confirm and accept that my allotment shall be confirmed only upon execution of the flat Buyer's Agreement

I/We declare and confirm that we have applied for allotment of the above said dwelling Unit directly or through your authorized property agent/broker.

Signature of the Sole/First Applicant

Signature of the Co-Applicant



My / Our particulars are as given below for your reference and record.

ID NO.

PERSONAL DETAIL FORM

Sole / First Applicant:

S/W/D of

Permanent Address:

.....

Correspondence Address:

.....

Telephone: Mobile: Fax:

E-mail: Date of Birth:

Residential Status : Resident Non-Resident PIO

Nationality: Permanent Account No (PAN) :

Occupation: Government Servant Self Employed Private Sector Professional Homemaker

Office Name:

Designation:

Office Address:

Co-Applicant:

S/W/D of

Permanent Address:

.....

Correspondence Address:

.....

Telephone: Mobile: Fax:

E-mail: Date of Birth:

Residential Status : Resident Non-Resident PIO

Nationality: Permanent Account No (PAN) :

Occupation: Government Servant Self Employed Private Sector Professional Homemaker

Office Name:

Designation:

Office Address:

DETAILS OF THE UNITS REQUIRED FOR PROVISIONAL REGISTRATION

Unit No..... Tower/ Building / Block No.....

Floor Super Area of Unit.....

Signature of the Sole/First Applicant

Signature of the Co-Applicant

Details of Pricing:

- i) Basic Sale Price (BSP): @ Rs. _____ Per sq. ft. x _____ sq. ft. = Rs. _____
 Service Tax @ _____ = Rs. _____
- ii) Preferential Location: @ Rs. _____ Per sq. ft. x _____ sq. ft. = Rs. _____
 if any (on extra charges)
 Service Tax @ _____ = Rs. _____
TOTAL = Rs. _____
- iii) Car Parking Charges: (one parking mandatory)
- iv) Open Parking @ Rs. _____ = Rs. _____
 Covered Parking @ Rs. _____ = Rs. _____
 Covered Parking (Double Bay) @ Rs. _____ = Rs. _____
 Total Car Parking Cost = Rs. _____

Other Charges (one time non-refundable):

- i) Lease Rent @ Rs. _____ Per sq. ft. x _____ sq. ft. = Rs. _____
- ii) External Electrification Charges @ Rs. _____ Per sq. ft. x _____ sq. ft. = Rs. _____
- iii) Fire Fighting Charges @ Rs. _____ Per sq. ft. x _____ sq. ft. = Rs. _____
- iv) Interest Free Maintenance Security @ Rs. _____ Per sq. ft. x _____ sq. ft. = Rs. _____
- vi) Power Back-up Charges (1 KVA Mandatory) @ Rs. _____ Per KVA _____ = Rs. _____
- vii) Club Membership Charges (per flat) @ Rs. _____ = Rs. _____
 Service Tax @ _____ = Rs. _____
- Grand Total** = Rs. _____

I/We, the applicant (s). do hereby declare that my/our application for allotment of a unit to the seller is irrevocable and that the above particulars/information/details given by me/us are true and correct and if any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the amount deposited by the applicant shall be forfeited and the applicant shall be liable for such misrepresentation/concealment/suppression of material facts in all respects.

Date: _____

Place: _____ Signature of the Sole/ First Applicant Signature of the Co-Applicant

FOR OFFICE USE ONLY

Payment Plan: _____ Payment received vide RTGS/Cheque/Demand Draft no. _____

Dated _____ for Rs. _____

Provisional booking receipt no. _____ Dated _____

Mode of Booking - Direct/ Authorized Agent ('AG') - if AG, details _____

Receiving / Dealing Officer: _____ Authorized Agent: (If Any) (Stamp) _____

Name: _____ Name: _____

Signature: _____ Signature: _____

Date: _____ Remarks: _____

Check List for Receiving Officer :

1. Booking Amount by RTGS/Cheque / Demand Draft (No Outstation Cheques will be acceptable).
2. Customer's Signature on all pages of the application form.
3. Pan No. & Copy of PAN Card / Undertaking Form No. 60.
4. For Companies: Memorandum & Articles of Association including Incorporation Certificate and certified copy of Board Resolution.
5. For Foreign Nationals of Indian origin: Passport Photocopy / funds from NRE/FCNRA/c.
6. For NRI: Copy of Passport & Payment through NRE/NRO A/c.

BASIC PRICE IS EXCLUSIVE OF:

1. Registration charges including one time lease, cost of stamp papers; Documentation, official fees and other informal charges.
2. All additional items such as Parking, Installation charges for Power backup, membership charges for club and monthly usage charges of club facilities
3. Sinking Fund @ Rs. 10/- per Sq.ft (Rupees Ten per Sq.ft only) of Super Area.
4. Necessary payment required for External electrification, water connection charges, sewage connections & Fire fighting Installation charges.
5. IFMS and Maintenance Charges.
6. One Time Lease Rent Charges.
7. Individual Electric Meter Connection charges as applicable.
8. All rights on terraces, basement, stilts, club etc, shall vest with the builder unless allotted separately.
9. Impositions of taxes or duties, service tax as applicable/ imposed by the local authorities for the sale of the said flat and any change in govt. taxation or levies shall be charged extra.
10. Any other charges as referred in the Allotment Letter.

Signature of the Sole/First Applicant

Signature of the Co-Applicant

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF A UNIT IN "PANCHSHEEL GREENS" Plot No. 1, Sector-16B, Greater Noida, U.P.

The terms and conditions given below are tentative and of indicative nature with a view to acquaint the Applicant with the terms & conditions as comprehensively set out in the Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out in this application.

That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.

1. The Applicant has applied for registration for provisional allotment of a residential Unit in the above scheme/project being developed by Panchsheel Buildtech Pvt. Ltd.
2. The Application is to be accompanied with the registration amount payable shall be 10 % of the Basic Sale Price & Preferential Location Charges (BSP + PLC) as per payment plan, by A/c payee cheque or draft favouring Panchsheel Buildtech Pvt. Ltd. payable at New Delhi. No outstation cheque/draft shall be accepted.
3. The final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject the application without assigning any reason thereof.
4.
 - (a) The Applicant has seen and accepted the proposed building plans, specifications, location of the Unit/building, floor plans and other terms and conditions of the aforesaid project as shown in the sale brochures/documents which are subject to alterations and modifications by the Architect/Company or any competent authority before or during the course of construction and the Applicant is making this application with full knowledge about the same and agree that the Company shall be entitled to do so without any objection or claim from the Applicant/Allottee. As per the layout plans it is envisaged that the Dwelling Units/Apartments/Flats on all floors shall be sold as independent dwelling units with impartible and undividable proportionate share in the land area underneath the building .
 - (b) The Company may on its own, provide additional/better specification and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The same shall be binding on the Allottee and the proportionate cost of such changes shall be borne by the Allottee.
 - (c) The Company shall have the right to effect suitable necessary alterations in the layout plans of the building or block of buildings, if and when found necessary, which alterations may involve all or any of the following changes, namely changes in the position of the Unit, change in the number of the Unit and /or change in its dimensions or change in the height of the building or change in its area.
 - (d) The Company shall be responsible only for providing internal services within the peripheral limits of the complex. It is clearly understood that external services such as sewer, water, drainage connections, external roads, electricity power connection and its feeder line and any other essential connectivity to municipal/government facility are to be provided by the government/concerned local authority up to the periphery of the complex.
5. The Applicant agree that he shall pay the price of the residential unit and other charges on the basis of super-built-up area of the Unit, which comprises of the built up area/covered area of the Unit including area under periphery walls and columns, the area of balconies/verandahs, cupboards, windows projections etc. proportionate share of common areas within the building like staircase, murties, lift wells, lift room, machines room, common lobbies and passages on all floors and the proportionate share of common service areas in the complex like community facilities, security rooms, maintenance staff rooms, electric sub-station, pump rooms, underground/overhead water tanks etc. If there is any increase/decrease in the final super-built-up area, then necessary adjustment will be made in the price of the Unit based on original rate at which the Unit was allotted.

Signature of the Sole/First Applicant

Signature of the Co-Applicant

in case the allotted Unit has not been allotted to someone else. Alternate Unit, if available may also be offered in lieu. Time is the essence with respect to the Applicant's obligation to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Buyer's Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant under the Buyer's Agreement. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant as per the schedule of payments or obligations to be performed by the Applicant. However, the Company without prejudice to Applicant's right may terminate the Allotment/Agreement at its sole discretion and enforce all the payments and seek specific performance of this Agreement in such a case. The parties agree that the possession of the Unit will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc. along with interest by the Applicant to the satisfaction of the Company.

12. The Allottee shall take possession of the allotted Unit within 30 days of intimation after settlement of all accounts and dues accruing to the Company. Possession of the allotted Unit shall be given only after receipt of total payment and dues including stamp duty charges and registration costs and any other charges etc. due in terms of Buyer's Agreement or otherwise for the allotted Unit. In case of failure to settle the account and to take possession within 30 days of intimation, the allotted residential unit shall lie at the risk and cost of the Allottee and the Allottee shall also be liable to pay holding charges @ Rs. 10/- sq. ft. per month or as fixed by the Company for the delay period along with recurring monthly maintenance charges etc. and the company shall be responsible only for a maximum period of 6(six) months from the date of offer letter for possession, for any observed deficiency in fixtures and fittings, beyond which, the company is not liable for any such deficiency or to rectify the same.
13. In case of delay in possession of the unit to the allottee/s subject to force majeure and other circumstances, the Company shall pay to the allottee/s compensation @ Rs.5/- per sq.ft. of the Super area per month for the period of delay.
14. The physical possession of the Unit will be given to the Allottee only after execution of the sale/transfer/conveyance deed. The Allottee shall get exclusive possession of the built up area of his Unit and shall have no right in the remaining part of the building/complex except the right of use and ingress and egress in the common areas, services and facilities within his building/complex. All the common area and/or land and common facilities and services including unsold/unallotted spaces shall remain the property of the Company. The sale/conveyance deed of the allotted residential unit shall be executed and registered in favour of the Allottee at the time of possession of the residential unit after receipt of total payments and dues in respect of the said unit including stamp duty charges and registration costs, legal charges, other incidental expenses and any extra charges which may be due etc.
15. The Allottee shall comply with legal requirements for purchase of immovable property wherever applicable, after execution of the Buyer's Agreement and sign all requisite applications, forms, affidavits, undertakings etc. required from time to time for purchase of said residential Unit.
16. All charges, expenses, stamp duty, court fee, official fees etc. towards documentation, execution and registration of sale / conveyance deed, including nominal documentation & services charges, legal charges and other incidentals expenses will be borne and paid by the Allottee. If the Company incurs any expenditure towards the registration of the Unit, the same shall be reimbursed by the Allottee to the Company. In case the stamp duty or other charges payable by the Allottee to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the Company. Such discount availed by the Allottee shall be reimbursed to the Company prior to registration.
17. Areas in all categories of apartments may vary upto 3% but the cost of the apartment will remain unchanged. Any change over and above 3% shall be adjusted on pro-rata basis. It is also agreed that the builder may make such changes, modifications, alterations and additions there in as may be deemed necessary or may be required to be done by the builder, the govt./ development authority or any other local authority without any specific consent of the Allottee/s.

18. In case the applicant, is desirous for cancellation before the allotment, requires to pay Rs. 50,000/- for cancellation. After allotment 10% of the basic price of the unit+PLC, constituting the earnest money, will be forfeited and balance if any, refunded without any interest after the resale of the apartment.
19. The Allottee shall also be required to pay requisite charges as fixed by the Company for connections for water, sewer and electricity for the allotted residential and also the Fire Fighting Charges, Power Backup Charges, Electricity Meter, Sinking Fund, Administration Charges and all other such charges as may be fixed by the Company.
20. The complex and its common facilities are proposed to be managed by the Company or a facilities management agency nominated by the Company initially for a period of 2 years and thereafter for a renewed/extended period till the same is handed over to any local body, Society or the arrangement is terminated by the Company. The Applicant/Allottee agrees to enter into an agreement for complex maintenance & facilities management with the Company and/or any agency so proposed by the Company and pay for the monthly and other bills/demands for complex maintenance & facilities to the management/agency properly and regularly. However, the maintenance charges will depend upon the circumstances and prevailing rate at that point of time. Monthly maintenance charges shall be payable per month on super area as per company rule. It is however, clear that the Agency so appointed by the Company shall be an independent entity in itself and shall itself be solely responsible for its conduct. The Allottee shall pay Advance Maintenance Charges (AMC) for 2 years at the time of possession of the said Unit. The Advance Maintenance Charges (AMC) shall be fixed on the rates prevailing at the time of offer of possession or as per actual cost basis during the maintenance period. The AMC shall be levied/payable from the date of deemed possession. The AMC shall be utilized for meeting cost of providing complex maintenance & facilities management services viz-a-viz campus security, common area housekeeping, garbage disposal, horticulture, maintenance of lifts, generators, water pumps, filtration Units, fire pumps, EPABX system and other common area electro-mechanical equipments including their AMCs', services of an electrician, plumber and Estate manager for the maintenance of the complex. The proportionate share of expenses on account of common area electricity consumption, generator power backup (individual flat plus common areas) shall be charged extra on super area basis or as per actual / Units consumed. It is understood that the right to use of common facilities shall be subject to regular and timely payment of complex maintenance & facilities, management bills and other charges as fixed from time to time. The Applicant/Allottee also agrees to deposit with the Company an Interest Free Maintenance Security (IFMS) @ Rs. 20/- Sq. ft. at the time of possession/offer of possession, whichever is earlier.
21. Further, if there is any Service Tax, Trade Tax and additional Levies, Rates, Taxes, Charges, Government Cess and Fees etc. as assessed unpaid and attributable to the Company as a consequences of Government/Govt. Statutory or other local authority(s) order, the intending Allottee(s), shall pay the same in their proportionate share, if any.
22. In case the Allottee desires, transfer of allotment/ownership of unit, before registration/possession, a transfer fee of 4.00% (four percent only) of the total sale price as prevailing at the time of desired transfer shall be payable by the Allottee(s). Transfer of allotment/ownership shall however, be permitted only after one year from the date of booking provided only 50% payment of the total price of the flat is due at that point of time.
23. In case the project is abandoned for any reason beyond the control of the company, the amount paid by the Allottee(s) will be refunded without any interest within one year of its being abandoned.
24. All natural products such as tiles, marbles stones and wood etc. may have slight variations in texture colour and behaviour and may have surface cracks.
25. All or any dispute arising out of or touching upon or in relation to the terms of this Application or Buyer's Agreement including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which, the same shall be settled through Arbitration. The Arbitration proceedings shall be governed by the Arbitration and Conciliations Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The Arbitration proceedings shall be held in New Delhi by a sole Arbitrator to be

appointed by the company. The applicant hereby confirms that he shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or an advocate of the company or is otherwise connected to the company and the intending Allottee confirms that notwithstanding such relationship/connection, the intending Allottee shall have no doubts as to the independence or impartiality of the said Arbitrator. The courts at New Delhi shall alone have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement regardless of the place of execution of this agreement.

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 comprehensively set out in the Buyer's Agreement which shall supersede the terms and conditions set out in this application.

Signature of the Sole/First Applicant

Signature of the Co-Applicant



Panchsheel Buildtech Pvt. Ltd.,

Corporate Office: H-169, Sector -63, Noida 201301, U.P.

For Sales: 0120-4777777 (15 Lines) • **Fax:** 0120-4777798

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