

TIVERTON

**APPLICATION FOR PROVISIONAL BOOKING/ ALLOTMENT OF A RESIDENTIAL APARTMENT IN
“TIVERTON AMBIENCE RESIDENTIAL APARTMENT COMPLEX” AT PLOT NO. F-033, SECTOR 50,
NOIDA, DISTT. GAUTAM BUDH NAGAR, UTTAR PRADESH (U.P)
M/s. Ambience Projects & Infrastructure Pvt. Ltd.**

M/s Ambience Pvt.Ltd
L-4, Green Park Extension,
New Delhi-110016, India.

Dear Sirs,

I/We request for a provisional allotment of a Residential Apartment in your Residential Group Housing Colony Project “Tiverton Ambience Residential Apartment Complex” at Sector 50, Noida (hereinafter referred to as ‘Residential Complex’).

I/We remit herewith a sum of Rs..... (Rupees only) by Bank Draft/Cheque No./ RTGS No. dated..... drawn on as booking amount.

I/we have clearly understood that this Application does not constitute an Agreement to Sell and I/we do not become entitled to the provisional and/or final allotment of the Apartment, notwithstanding the fact that M/s. Ambience Pvt. Ltd. (hereinafter referred to as the “Company”) may have issued a receipt in acknowledgment of the money tendered along with this application.

I/We have seen all the documents pertaining to Title of the Land over which the Said Residential Complex is being raised, Licence issued by the New Okhla Industrial Development Authority (NOIDA) for development of the Said Residential Complex and approved Building Plan of the building being/to be developed therein. The Company is in the process of developing the Said Residential Complex in accordance with the terms of lease, approvals, building plans issued/approved by NOIDA, which have been explained to me/us and understood by me/us.

It is only after I/we sign and execute the Allotment Letter on the Company’s standard format agreeing to abide by the terms & conditions laid down therein that the allotment shall become final and binding upon the Company. If, however, I/we fail to sign & execute the Apartment Buyer’s Agreement within ninety (30) days from the date of this application or sign, execute and return the Apartment Buyer’s Agreement within thirty (30) days from the date of its dispatch by the Company, whichever is earlier, then this application shall be treated as cancelled at the sole discretion of the Company and the money paid by me / us till that time maximum upto the amount of earnest money of 10% of the BSP shall stand forfeited. I/we have clearly understood that the Apartment Buyer’s Agreement sent by registered post on the address as provided by me/us herein below shall be deemed to be delivered to me/us after 5 days from the date of post by the Company at the address mentioned by me/us herein.

I/we/ am/ are making this application with the full knowledge that the said Residential Complex is presently under construction and I/ We shall accept the refund of amount tendered herewith, without any interest if, for any reason, the Company does not allot an Apartment to me/us and/or the company decides to postpone or abandon the project on account of any reason whatsoever.

I/we agree to pay further installments of sale price and all other charges as stipulated in the Allotment Letter and/or the payment plan and/or information/explanation given to me/us by the Company and understood by me/ us. I/we have understood and accept that 10% of the total sale price as per the Allotment Letter shall constitute earnest money. I/ We am/ are fully aware of the consequences on account of non-payment of installments and/or any other changes within the stipulated time and/or violation of any of the terms stipulated herein and/or in the Allotment Letter. Payment of application/allotment/any other money made without execution of Allotment Letter will not confirm allotment in my/our favour.

I/We agree to pay the Transfer Charges, Stamp duty, Documentation charges, Registration expenses other fees and charges for the Sub-Lease Deed and have the Sub-Lease Deed duly registered in tripartite form between the Company, Noida and the allottee in terms of the allotment and lease deed of the plot of land of the company on which the said Group Housing Project is situated.

I/We further accept and confirm that the Company has right to raise finance/loan from any financial institution/bank by way of mortgage/ charge/ subject to the Apartment being free from all encumbrances at the time of execution of Sub-Lease Deed. The Company/ Financial Institution /Bank shall always have the

first lien/ charge on the Apartment for all its dues and other sums payable by the me/us or in respect of the loan granted for the purpose of the construction of the Building/Complex. In case I/we has opted for the long term payment plan arrangement with any financial institutions/ banks, the conveyance of the Apartment in favour of me/us shall be executed only upon the Company receiving No Objection Certificate from such financial institutions/ banks.

As already confirmed herein above, I/We do hereby declare that I have gone through the terms and conditions of the Allotment Letter and the Maintenance Agreement copy of which is made available to me/us by the Company and I/We hereby confirm of making myself/ourselves conversant with the various terms and conditions of these agreements and hereby agree and undertake to abide by the said terms and conditions thereof and sign the Allotment Letter and the Maintenance Agreement as and when called upon by the Company. I/we agree that I/We shall not be entitled to take possession of the Apartment without payment of all due amount or charges including registration and stamp duty in advance.

I/We further accept and confirm that the allotment shall be subject to my/ our adhering to the payment schedule and making various payments in respect of the said Apartment as well as all amounts payable under the Maintenance Agreement including IFMS etc. as well as I/We adhering to all other terms and conditions of the Allotment Letter and/or Maintenance Agreement. Any non-payment/delay in payment of any such amount gives the full authority and power to the Company to cancel the allotment.

All or any dispute arising out or in relation to the terms and conditions of this agreement, including the interpretation and validity of the terms and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the act.

I/We further agree and confirm that the Company is not bound by any information, expressly or impliedly provided in the brochure, advertisements, hoardings, pamphlets, handbills, representations and/or sales plans etc. except as specifically laid down in the Allotment Letter of the Said Apartment to be signed by an authorized signatory of the Company.

I/We have gone through the above terms and conditions and have understood them and I/we hereby record my/our acceptance thereof.

Signature of Sole/First Applicant

Self Attested
Photo of
Sole/First
Applicant

Signature of Co Applicant

Self Attested
Photo of Co-
Applicant

Signature of Second Co Applicant

Self Attested
Photo of Second
Co-Applicant

Encl:

1. Personal Details Form
2. List of Documents
3. Payment Schedule

Documents to be submitted along with Application Form

Individual (Resident of India):

- 2 Passport Size photographs of each Applicant.
- Self Attested copy of PAN Card of each Applicant.
- Self Attested copy of Address Proof of each Applicant.
- Self Attested copy of UID Card

Partnership Firms:

- 2 Passport Size photographs of each Partner.
- Notarized copy of Partnership Deed.
- Self Attested copy of PAN Card of Firm.
- Self Attested copy of PAN Card of Authorized Person.
- Self Attested copy of Address Proof of Firm.
- List of Partners.
- In case only one of the partners has signed the documents, Authorization letter for provisional allotment of residential plot duly signed by all Partners.

Private Limited/ Limited Company/ LLP:

- 2 Passport Size photographs of the authorized person of the Company/ LLP.
- Self Attested copy of PAN Card of the Company/ LLP.
- Memorandum of Association (MOA) & Articles of Association (AOA) duly signed by the Director / Company Secretary of the Company/ Registration Certificate and Partnership Deed registered under LLP Act.
- Board resolution authorizing the signatory of the application form for provisional allotment of residential plot on behalf of the Company/ LLP.
- List of Directors duly signed by the Director / Company Secretary of the Company/ List of Partners under LLP Act duly signed by all the partners.
- Self Attested copy of Form 32 along with Challan in case of change of Directors/ Appropriate Form for the change of Partners under LLP Act.
- Self Attested Copy of ID Proof of Authorised Person of the Company/ LLP.
- Self Attested copy of Address Proof of Company/ LLP.

Hindu Undivided Family (HUF):

- 2 Passport Size photographs of Applicant.
- Self Attested copy of PAN card of HUF.
- Self Attested copy of Address Proof of Applicant.
- Authority letter from all co-parceners of HUF authorizing the Karta to act on behalf of HUF.

NRI/OCI/PIO:

- 2 Passport Size photographs of each Applicant.
- Self Attested copy of Address Proof of each Applicant.
- NRI/OCI/PIO proof in case of an NRI/OCI/PIO Customer.
- Self Attested copy of Passport in case of an NRI/OCI/PIO Customer.
- Original/Registered G.P.A. or certified copy of the same from the office of the concerned Registrar, in case required.
- Letter from the Executant that the G.P.A. is valid till date.
- In case of Telegraphic Transfer, a copy of Debit Advice from the remitting bank.
- In case of Demand Draft (DD), the confirmation from the banker that the DD has been prepared from the proceeds of NRE/ NRO account of the Applicant.
- In case of Cheque, all Payments to be received from the NRE/NRO/FCNR account of the Applicant only.