

**2 / 3 / 4 BHK (STYLISH) APARTMENTS, SECTOR 16B, GREATER NOIDA (WEST) U.P.**

To,

Application No. \_\_\_\_\_

**ANTHEM INFRASTRUCTURE PRIVATE LIMITED**

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 "FRENCH APARTMENTS" being developed by you at Plot No. GH-07B Sector-16B Greater Noida west, U.P. under the following payment plan (tick one).

Down Payment Plan       Flexi Payment Plan       Construction Linked Plan

I/We hereby remit as sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide cheque / Draft No. (s) \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of "ANTHEM INFRASTRUCTURE PRIVATE LIMITED" as registration amount.

I/We agree that in the event "FRENCH APARTMENTS" (herein after referred to as the 'Company') agree to provisionally allot a Unit; I/We agree to pay further instalments of sale price and all other dues as stipulated / demanded by the Company in accordance with mode of payment agreed upon in this application and the Buyer Seller Agreement as explained to me/us by the Company and understood by me/us.

I/We understand Greater Noida Industrial Development Authority (hereinafter referred to as GNIDA) has leased that plot/land on which proposed group housing is being developed and promoted out to the Company on 90 years lease on the terms and conditions mentioned in the lease Deed.

I/We shall comply with the various Terms and Conditions of the said lease deed executed between GNIDA and the Company, in so far as those pertain to rights and obligations of the Allottee(s)/ sub-lessees the contents of which have been read by me and have been understood as such.

I/ We further agree to pay the instalments or 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.

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 the 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 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 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:

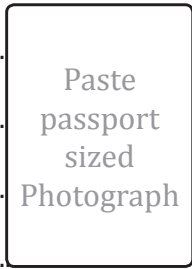
Namely \_\_\_\_\_ ID NO. \_\_\_\_\_.

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

**PERSONAL DETAIL FORM**

**SOLE / FIRST APPLICANT**

Sole / First Applicant: .....  
S/W/D of: .....  
Permanent Address: .....  
Mailing Address:.....



Land line Phone: .....Mobile:  Fax: .....E-mail:.....

Date of Birth // Nationality..... Income Tax PAN

Residential Status:  Resident  Non-Resident  PIO

Occupation:  Government Servant  Self Employed  Private Sector   
Professional

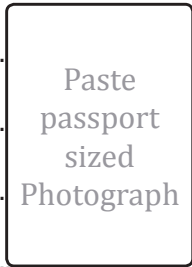
Office Name: .....

Designation: .....

Office Address: .....  
.....  
.....

**CO-APPLICANT**

Co-Applicant: .....  
S/W/D of: .....  
Permanent Address: .....  
Mailing Address:.....



Land line Phone: .....Mobile:  Fax: .....E-mail:.....

Date of Birth // Nationality..... Income Tax PAN

Residential Status:  Resident  Non-Resident  PIO

Occupation:  Government Servant  Self Employed  Private Sector  Professional

Office Name: .....

Designation: .....

Office Address: .....  
.....  
.....

Signature of the Sole/ First Applicant

Signature of the Co-Applicant

## DETAILS OF THE UNITS REQUIRED FOR PROVISIONAL REGISTRATION

Unit No. \_\_\_\_\_ Tower Building/Block No. \_\_\_\_\_ Floor \_\_\_\_\_ Super Area of Unit \_\_\_\_\_

### Details of pricing:

(i) <b>Basic Sale Price (BSP):</b>	@Rs _____ per Sq.ft. x _____ Sq.ft	=	Rs _____
	GST @ _____ on BSP	=	Rs _____
(ii) <b>Preferential Location:</b>	@Rs _____ per Sq.ft. x _____ Sq.ft	=	Rs _____
	GST @ _____ on PLC	=	Rs _____
	<b>Total</b>	=	<b>Rs _____</b>
(iii) <b>Car Parking Charges:</b>	Open Parking _____ @Rs. _____	=	Rs _____
	Covered Parking _____ @Rs. _____	=	Rs _____
	Service Tax @ _____ on Car Parking	=	Rs _____
	<b>Total Car Parking Cost</b>	=	<b>Rs _____</b>

### 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) I.F.M.S. [Mandatory] at the time of possession	@Rs _____ per Sq.ft. x _____ Sq.ft	=	Rs _____
v) Power Back-up Charges (1KVA Mandatory)	@Rs _____ per KVA x _____ KVA	=	Rs _____
vi) Club Membership Charges (per flat)	@Rs _____	=	Rs _____
	<b>Total</b>	=	<b>Rs _____</b>

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 are true and correct and nothing material has been concealed therefore. In case of any false or misleading information provided by the applicant(s), the seller shall be entitled to forfeit the amount deposited by the Applicant(s).

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of the Sole/ First Applicant

( 3 )

Signature of the Co-Applicant

## FOR OFFICE USE ONLY

Payment Plan:  Down Payment Plan  Flexi Payment Plan  Construction Linked Plan / (tick one).

Payment for Rs. \_\_\_\_\_ received vide Cheque / D.D. No. \_\_\_\_\_

Dated \_\_\_/\_\_\_/\_\_\_\_\_ Drawn on \_\_\_\_\_

Provisional Booking Receipt No. \_\_\_\_\_ Dated \_\_\_/\_\_\_/\_\_\_\_\_

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

Receiving/Dealing Officer:

Name: No. \_\_\_\_\_

Authorized Agent(If any)(Stamp)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated \_\_\_/\_\_\_/\_\_\_\_\_

Dated \_\_\_/\_\_\_/\_\_\_\_\_

### **CHECK LIST FOR RECEIVING OFFICER:**

- 1. Booking Amount by Cheque/draft(s). (No outstation cheques will be acceptable).
- 2. Customer's Signature on all pages of the application form.
- 3. Address Proof (Any one) : Voter's ID Card, Passport, Ration Card, Driving License
- 4. Pan No. & Copy of PAN Card/ Undertaking Form No. 60.
- 5. For Companies:  
Memorandum & Articles of Association including Incorporation Certificate  
Certified copy of Board Resolution.
- 6. For Foreign Nationals of Indian origin: Passport Photocopy / funds from NRE/FCNR A/c.
- 7. 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. Necessary payment required for external electrification, water connection charges, sewage connections & fire fighting installation charges.
- 4. IFMS and Maintenance Charges.
- 5. Individual Electric Meter Connection charges as applicable.
- 6. All rights on terraces, basement, stilts, club etc, shall vest with the builder unless allotted separately.
- 7. Taxes, impositions of levies 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 should be charges extra.

Signature of the Sole/ First Applicant

( 4 )

Signature of the Co-Applicant

**INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF  
A UNIT IN "FRENCH APARTMENTS" AT Plot No. GH-07B, Sector -16 B, Greater Noida [West] 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 Allotment Letter / Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out in this application.

That for all intents and purpose 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 Anthem Infrastructure Private Limited.
2. The Application is to be accompanied with the registration amount which shall be 10% of the cost of flat (BSP) as per payment plan, by A/c payee cheque or draft favouring M/s Anthem Infrastructure Private Limited A/c payable at New Delhi/Delhi/Noida. 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 an 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 agrees that the Company shall be entitled to do so without any objection or claim from the Applicant/ Allottee .  
  
(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 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 building, 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 and agreed 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 agrees 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/verandas, cupboards, windows projections etc. proportionate share of common areas within the building like staircase, munties, lift wells, lift room, machine 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.
6. The Applicant /Allottee undertakes to abide by all the laws, rules and regulations or any other law as may be made applicable to the said property i.e. land, building, residential unit, car parking spaces, other common areas, club house amenities and facilities. All taxes, levies, charges or assessments levied by Govt. or any other authority on the land and / or the building shall henceforth be payable by the Allottee.

Signature of the Sole/ First Applicant

( 5 )

Signature of the Co-Applicant

7. The Applicant hereby agrees that 10% of the Basic Sale Price for the Unit shall constitute registration amount and in case of non-fulfillment of these terms & conditions and / or those of Allotment Letter/Buyer Agreement by the Allottee, this allotment is cancelled by the company or if the applicant request for cancellation of his allotment for any reason only the amount paid by the applicant which is in excess of this registration amount shall be refunded to the Allottee without any interest after 120 days from date of cancellation of allotment. Further the GST paid by the allottee will also be deducted from the amount paid by him.
8. The Applicant/Allotted agrees and understands that the period of 120 days is a period, which is required for processing the refund of the Applicant/Allottee, and the same is in no way unreasonable. Further the Applicant/Allottee agrees and undertakes not to challenge the period of 120 days on any account including claiming the same as unreasonable.
9. (a) The Company shall endeavour to complete the construction of the Unit within a period specified in the schedule/ Letter of Allotment and/ or Buyer's Agreement to be entered into, subject to timely payment by the Allottee of instalments and other charges when due and payable or demanded by the Company in terms of the schedule of payment chosen by the Applicant/Allottee. The Company on obtaining completion certificate/certificate of occupation and use from GNIDA shall hand over the Unit to the Allottee subject to the Allottee having complied with all the terms and conditions of the Buyer's Agreement.  
  
(b) The Applicant agrees that the development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the Company like non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any act of God and/or in case of delay in possession as a result of any notice, order rule, notification of the Government/public/competent authorities, delay in issue of completion certificate/occupancy certificate water/electric power supply connection or any other reason beyond the control of the Company including force majeure and in such an event the Company shall be entitled to reasonable extension of time without the Allottee being entitled to claim compensation of any nature whatsoever for the period of delay.
10. Car parking will be available on request on payment basis and it shall be allotted to the intending allottees of apartments on first come first serve basis. All vehicles including Scooter/Two Wheelers/ Cycle will be parked within the same parking space allotted to the intending allottees. Upon purchase a separate agreement for the allotment of the car parking will be executed between Company or its nominees and the intending Allottee(s). Purchase of one covered car parking per apartment is mandatory.
11. The car parking agreed to be purchased by the Applicant /Allottee from the Company shall be solely used for the purposes of parking of their respective vehicles and shall not be used in any other form or manner.
12. In addition to the external development charges, as mentioned in Price List, the Government of Uttar Pradesh or any other authority, with a view to recover the cost of development with regard to State / National Highways, transport, irrigation facilities, power facilities etc. may impose / levy additional levy (ies), fees, cases, charges etc, by whatever name called on prescribed basis either existing or livable in future and in that event, the Intending Allottee agrees to pay the same either directly to the concerned authorities or if paid by the Company, reimburse the same to Company on pro-rata basis on demand being raised by Company on him in this regard. It is made clear that the said charges shall be levied on pro rata basis pertaining to the said apartment in the housing project and the same shall be assessable /applicable/ calculable from the date of this Application.
13. Timely payment of instalments as indicated in the Payment Plan is the ESSENCE of the Contract/Allotment. No separate letter for payment of instalments on the due dates will be issued. It will be obligatory on the part of the Allottee to make the payment on or before the due dates. If any instalments as per payment schedule is not paid within due date, the Company will be charging 18% interest per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 30 days, the allotment shall automatically stand cancelled at the sole discretion of the Company without any prior intimation / notice to the Allottee and the Allottee will cease to have any lien on the Unit. Out of the amount deposited by the Allottee the Registration amount being 10% of the Basic Sale Price (BSP) will stand forfeited, and after deduction of over dues interest, amounts received from housing finance companies/banks against the said allotment and any other charges, the balance amount, if any shall be refunded without interest after 120 days of cancellation of Allotment. However, the Company may, at its sole discretion, condone the delay in payment exceeding 30 days by charging interest @ 18% p.a. and restore the Allotment in case the Allotted Unit has not been allotted to someone else.

Alternate Unit, if available may also be offered in lieu thereof. 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 Buyers 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 of obligations to be performed by the Applicant. However the Company may without prejudiced to its rights in its sole discretion, waives its rights to terminate the Allotment/Agreement 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.

- 14.(a) 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.5/- per sq.ft. per month or as fixed by the Company for the delay period along with recurring monthly maintenance charges and the Company shall be only responsible for a maximum period of 6 months from the date of possession , if in case any deficiency is observed in fixtures and fittings, provided in the apartment , the Company shall rectify the same.
- (b) Nothing contained herein shall be construed to give rise to any right to a claim by way of compensation/damages/ loss of profit or consequential losses against the Company on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Company. If, however, the Company fails to deliver possession of the Unit within the stipulated period as mentioned here in above and within the further grace period of 90 (ninety) days thereafter, the Allottee shall be entitled to compensation for delay there after @10/- per sq.ft. per quarter for the Super Area of the Unit. The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time for the delivery of possession of the unit for the purposed of this clause.
- (c) That the possession of Unit is proposed to be delivered by the Company to the Allottee(s) within 36 months from the date of Commencement of Construction with a further grace period of 90 (ninety days) , subject to Force Majeure Events as described in clause 9 (a) beyond the control of the Company and upon registration of Sale Deed, provided all amounts due and payable by the Allottee (s) as provided herein have been paid to the Company. It is, however understood between the parties that various blocks/Towers comprised in the complex shall be ready and completed in phases and after the completion, the units will be handed over to the respective Allottee (s) of different Towers.
15. 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.
16. 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.
17. All charges, expenses, stamp duty, court fee, official fees etc. towards documentation execution and registration of

sale/ conveyance deed, including nominal documentation & service 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.

18. The Allottee shall also be required to pay requisites 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, Electric Meter, Sinking Fund, Administration Charges and all other such charges as may be fixed by the Company.
19. The complex and its common facilities are proposed to be managed by the Company or a facilities management agency appointed 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. The maintenance will be charged and will be intimated at the time of possession. 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 and shall in no way construed to be an agent of the Company. The Allottee shall pay Advance Maintenance Charges (AMC) for 1 year at the time of the possession of the said unit. The Advance Maintenance Charges (AMC) shall be fixed on the rates prevailing at the time of offer of possession. 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 campus security, common area house keeping, garbage disposal , horticulture, maintenance of lifts, generators, water pumps, filtration units , fire pumps, EPABX system and other common area lector-mechanical equipments including their AMC's 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/- per sq.ft. On date of possession / offer of possession, whichever is earlier.
20. 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 consequence of Government /Govt./Statutory or other local authority (s) order, the intending Allottee(s) , shall pay the same in their proportional share, if any.
21. 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 abandoned.
22. All natural products such as tiles, marble stones and wood etc, may have slight variations in texture colour and behaviour and may have surface cracks.
23. All of any dispute arising out of or touching upon in relation to the terms of this time Application including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion falling which the same shall be settled though arbitration . The Arbitration proceeding shall be governed by the arbitration and conciliation Act, 1996 or nay-statutory amendments, modification thereof for the time being in force. The Arbitration proceeding 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 the intending Allottee shall have no doubts as to the independence or impartially 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 understood 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.