

Date:

To,
M/s. Purvanchal Construction Works Pvt. Ltd.
“Purvanchal House”,
N-4, Sector-18,
Noida -201301
Distt. Gautam Budh Nagar, (U.P.)

Dear Sir,

I/We request that I /We maybe registered for provisional allotment of a residential apartment (hereinafter referred to as the “**Apartment/Flat**”) in the Group Housing Project known as “**PURVANCHAL SILVER CITY-II**” being developed by **PURVANCHAL CONSTRUCTION WORKS PRIVATE LIMITED (“Developer/Company”)** on a plot bearing No. 10, Estate Chorasia, Sector Pi-II, Greater Noida, Gautam Budh Nagar, Uttar Pradesh India (hereinafter referred to as the “Plot”)

I/We agree to sign and execute, as and when required (not more than 15 days) by the Developer, the **PROVISIONAL ALLOTMENT LETTER / FLAT BUYER’S AGREEMENT** containing the detailed terms and conditions of allotment of the Apartment and other related documents as required by the Developer.

I/We have read and understood the accompanying Terms & Conditions for Provisional Allotment of an Apartment in “**PURVANCHAL SILVER CITY-II**” and acknowledge that the said Terms & Conditions form a part of this Application and agree and undertake to abide by the same.

I/We remit herewith Rs./- as registration amount & Rs./- against Service Tax, making a total of Rs...../ (Rupees.....

.....only) by Bank Draft/Cheque No.....dated..... drawn on in favor of “Purvanchal Construction Works Pvt. Ltd.”, for the provisional allotment of the Apartment.

I/we clearly understand that the Allotment of an Apartment by the Developer pursuant to this Application shall be purely provisional till an Allotment Letter/ Flat Buyers Agreement on the standard format prescribed by the Developer is executed by the Developer in our favour. Further, the Allotment of an Apartment in the “**PURVANCHAL SILVER CITY-II**” is subject to the terms and conditions, restrictions, and limitations as contained in the offer brochure for group housing plot of Greater Noida Authority /Lease Deed dated 25.04.2005 executed by GREATER NOIDA in favour of the Developer for lease of the said Plot in favour of the Developer.

I/We have perused the price List-cum-Payment Plan and agree to pay as per the “Payment Plan” opted by me.

Signature of the Applicant(s)

1. SOLE/FIRST APPLICANT:

Mr. /Ms./M/s.....

S/W/D/ of Mr.

Nationality Occupation

Date of Birth

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Other (Please Specify)

Mailing Address

.....

Email.....

Tele No. Fax No..... Mobile No.....

Permanent Address:

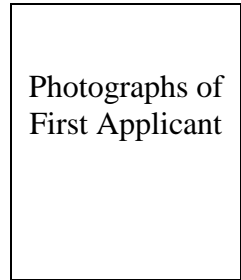
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Tele No. Fax No..... Mobile No.....

Income Tax Permanent Account No.

Ward/Circle/Special Range

Place where assessed to Income Tax.....



2. SECOND/JOINT APPLICANT:

Mr./Ms./M/s.....

S/W/D/ of Mr.

Nationality Occupation

Date of Birth

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Other (Please Specify)

Correspondence Address:

.....

.....

Email.....

Tele No. Fax No..... Mobile No.....

Tele No. Fax No..... Mobile No.....

Permanent Address:

.....

.....

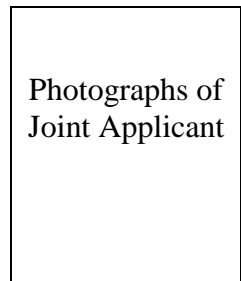
Email.....

Tele No. Fax No..... Mobile No.....

Income Tax Permanent Account No.

Ward/Circle/Special Range

Place where assessed to Income Tax.....



Signature of the Applicant(s)

3. **Details of the Apartment applied for:**

Unit No..... Floor..... Tower..... Type.....
Super Area.....Sq. Ft. (appx.) Terrace Area.....Sq. Ft. (appx.)
Lawn at Ground floor: Sq. Ft. (appx.)

4. **Basement Car Parking:** (.....) Nos.

5. **Payment Plan Opted:** (please tick)

- i) **PLAN A** – Construction Linked plan. ()
ii) **PLAN B** - Down Payment Plan ()

6. **Payments:-**

S. No.	Particulars	Rate per sq. ft.	Total amount
i)	Basic Sale Price including Lease Rent, Power Back up (5 KVA) & covered car parking space in basement as mentioned in S. No. 4 above & club membership (all inclusive).	Rs.....	Rs.....
ii)	Other charges, if any.....	Rs.....	Rs.....
iii)	Total Payable		Rs.....

(Rupees.....)

7. I/We the above applicant(s) do hereby declare that the Terms & Conditions for Provisional Allotment have been read/ understood by me/us and I/We shall be abiding by the same.

(i)
Sole/First Applicant

ii)
Second Applicant

(iii)
Third Applicant

Date.....

Place.....

Documents to be submitted along with the Application Form:

(The all photo copies should be self attested)

In case of Individual (Resident of India):

- a. The copy of PAN card or Form 60.
- b. The Copy of residence proof/copy of Passport.

Private Limited / Limited Company:

- a. The copy of PAN card of the Company.
- b. Board resolution authorizing person to sign the documents on behalf of the Company prior to the Application Date & signature proof.
- c. The copy of Memorandum & Articles of Association.
- d. List of Directors & List of Share Holders duly certified by Chartered Accountant.

NRI / Foreign Nationals of Indian Origin:

- a. The copy of Passport.
- b. The Copy of residence proof.
- c. All payment shall be received by cheque from NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad only. In case of DD confirmation from Banker will be required that DD has been prepared from proceeds of NRE/NRO account.

Partnership Firm:

- a. The copy of PAN card of the Firm.
- b. The copy of partnership deed/agreement.
- c. The copy of address proof of the firm.
- d. The copy of authority letter to sign the document on behalf of the Firm.
- e. Photo ID & Signature proof (from bank) of signing partner.

Hindu Undivided Family (HUF):

- a. The copy of PAN Card of HUF.
- b. The authority letter from all coparcener of HUF authorizing KARTA to act on their behalf.
- c. The Signature proof of the KARTA.

BRIEF TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT OF APPARTMENT IN “PURVANCHAL SILVER CITY-II” AT PLOT No. 10, ESTATE CHOROSIA, SECTOR Pi-II, GREATER NOIDA, GAUTAM BUDH NAGAR, U.P.

1. The “**PURVANCHAL SILVER CITY-II**” is a Residential Group Housing Project being developed on a Plot of land numbered as at PLOT No. 10, ESTATE CHOROSIA, SECTOR Pi-II, GREATER NOIDA, GAUTAM BUDH NAGAR, U.P. admeasuring 60,397.36 sq.mtr (approx) (hereinafter referred to as the ‘Plot’). The said Plot has been allotted by GREATER NOIDA to M/s PURVANCHAL CONSTRUCTION WORKS PRIVATE LIMITED. Accordingly the Lease Deed dated 25.04.2005 of the said Plot has been executed by GREATER NOIDA in favour of the Company on the terms and conditions contained in the said Lease Deed for development of a Group Housing Project.
2. The Allotment, if and when made by the Company, pursuant to the accompanying Application shall be purely provisional and further be subject to the terms and conditions, restrictions and limitations contained in the Lease Deed dated 25.04.2005 executed by GREATER NOIDA in favour of the Company and the intending Allottee(s) having read and understood the same has applied for the allotment and has undertaken to abide by those terms and conditions, restriction and limitation etc.
3. THAT the intending Allottee(s) has applied for provisional allotment of an Apartment in the Group Housing Project being developed on the said Plot known as “**PURVANCHAL SILVER CITY-II**”. The intending Allottee(s) has full knowledge of laws, notifications and rules as applicable to the Plot and the terms and conditions mentioned in the Greater Noida offer brochure of scheme/Lease Deed to be executed in favour of the Developer.
4. THAT the intending Allottee(s) has fully satisfied himself about the interest and title of the Company in the said Plot of Land.
5. THAT the timely payment of installments as per the payment Plan shall be the essence of the Allotment. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the Greater Noida Lease. In case at any stage, the intending Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him/her the company may, at its sole discretion forfeit the booking/registration amount or the Earnest Money, as the case may be. However, in case the intending Allottee(s) fails to pay any due installment(s) with interest within 60 days, from due date for such payment, the company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money/Registration Amount and the intending Allottee(s) shall be left with no right or lien on the said Apartment or any part of the Land. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company without any interest after adjustment of interest accrued on the delayed payment(s), if any, and/or any other charges due from the intending Allottee(s). The delay in payment of installment shall attract an interest @18% p.a. compounded quarterly, calculated from the due date of outstanding amount.

Signature of the Applicant(s)

6. THAT the layout plan of the entire Project as drawn by the company is tentative and is subject to change, if deemed necessary by the Company or as may be required by the regulatory authorities of Greater Noida. The Company may effect or if so required by any regulatory authorities make suitable alterations in the layout plan. Such alterations may include change in the area of the apartment, floor, Tower, number of apartments, location and increase/decrease in the number of Car parking slots allotted to the Allottee(s). In regard to all such changes either at the instance of the regulatory authorities or otherwise, opinion of the Company's architect shall be final and binding on the Allottee(s). PROVIDED, however, if as a result thereof, there are any changes in the boundaries or super area of the said apartment up to 3%, the same shall be valid and binding on the Allottee(s) & the cost will remain same. However, if there is any variation in the super area of said apartment beyond 3% the price will vary accordingly. Further, if there any Apartment becomes preferentially locate, revised price and/or PLC shall be payable/adjustable at the original rate at which the apartment has been booked for allotment. Further, the company reserves the right to suitably amend the terms and conditions as specified herein.
7. THAT the intending Allottee(s) shall pay to the Company the entire consideration of the Apartment as per the Payment Plan opted by the intending Allottee(s).
8. THAT the intending Allottee(s) has understood that the right of ownership of land(s), facilities and amenities other than those within the block/building in which the Apartment is located and the common areas shall vest solely with the Company which shall have the sole right and authority to deal in any manner with such land(s), facilities and/or amenities.
9. THAT the intending Allottee(s) shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the apartment) in the Complex as determined by the Company or its nominated agency.
10. THAT the Company apart from basic price of the Apartment has already fixed Preferential Location Charges (PLC) for certain apartments and if the intending Allottee(s) opts for the booking of any such apartment, he/she shall also pay such charges.
11. THAT Earnest Money/Booking Amount shall be deemed to be 10% of the total consideration of the Apartment (which may be paid in two equal installments of 5% each i.e. 5% at the time of booking & 5% within 15 days of booking of the flat) as mentioned in the Payment Plan.
12. THAT the Applicant(s) agreed that the Applicant(s) shall not have any right in any commercial premises, building, shops, community centers and school, if any, constructed in the said complex. The company shall be free to dispose off the same on such terms and conditions, as it may deem fit. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centers, club schools, etc or in the operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture operation and management or any other

Signature of the Applicant(s)

mode including transfer to Govt.; Semi- Govt; or any other authority, body or any person, institution, trust and /or any local bodies which the company may deem fit in its sole discretion.

13. THAT the intending Allottee(s) shall be allotted basement Car Parking space(s) for its exclusive use in the complex as specified in S. No. 4 of page 3 of this application form. Surface/open parking shall be allotted to the allottee(s) on such terms and charges as stipulated from time to time by the company. The intending Allottee(s) shall not have any ownership rights over the said parking. It shall only be a right to use which shall stand automatically transferred along with the transfer of the Apartment.
14. THAT subject to the restrictions and limitations in the GREATER NOIDA Lease Deed, the intending Allottee(s) may at its option raise finances or a loan for purchase of the Apartment. However, responsibility of getting the loan sanctioned and disbursed as per company's payment schedule will rest exclusively on the Allottee(s). In the event, the Allottee(s) loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan the intending allottee shall be liable for consequences including cancellation of the allotment.
15. THAT all taxes and statutory levies presently payable in relation to Land comprised in "PURVANCHAL SILVER CITY-II", have been included in the price of the Apartment. However, in the event of any further increase and/or any fresh tax, cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Allottee(s) on pro-rata basis. Any charges on account of external electrification as demanded by Greater Noida Power Authority or any competent authority shall also be additionally payable by the allottee(s). However, it is also agreed by the allottee that the amount of Service Tax (existing or future) is not included in the price & the same shall be payable as per Govt. norms as and when demanded by the Developer.
16. THAT if due to any "Force Majeure" or such circumstances beyond the Developer/Company's control, the Developer/Company is unable to make allotment; the deposits depending on the stages of payments will be refunded along with simple interest @ 6% p.a., if the delay in refund is more than 6 months from such date.
17. THAT upon completion of Apartment and receipt of full consideration and other charges, if any payable by the intending Allottee(s), a Tripartite sublease deed shall be executed in favour of the intending Allottee(s) on the format approved by the NODA. All expenses towards execution of the said sub-lease deed shall be borne by the Allottee(s).
18. THAT the allotment of Apartment is at the sole discretion of the Company and the Company has a right to reject any offer/application without assigning any reason. In the event the Company decides to reject any offer/application for allotment of Apartment, the Company shall not be obliged to give any reason for such rejection and any such decision of the

Signature of the Applicant(s)

Company rejecting any offer/application for allotment of Apartment shall be final and binding.

19. THAT the Company is not required to send reminders / notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and / or the allotment letter /agreement and the Applicant(s) is required to comply with all its obligations on its own.
20. THAT Gautam Budh Nagar Courts shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.
21. THAT the general terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of final allotment.

I/We, the Applicant(s), do hereby declare that the above terms and conditions have been read/ understood by me/us and the same are acceptable to me/us. I/We the Applicant herein unequivocally agrees, affirm and undertake to abide by the terms and conditions as mentioned hereinabove.

(i)

ii)

Sole / First applicant

Second applicant

Place

Date