

APPLICATION FORM

APPLICATION FORM



Nimai Developers Pvt. Ltd.
SCO-304, SF, Sector- 29
Gurgaon-122002, Haryana.

Dear Sir/s,

I/We request that I/We may be registered for provisional allotment of a residential Apartment (hereinafter referred to as the "Apartment") in Group Housing Complex known as "NIMAI GREENS" proposed to be developed by **Nimai Developers Pvt. Ltd.** (the Company) on a parcel of land on a plot measuring approximately 33698 Sq. Mtrs. Approx at Alwar Bypass, Bhiwadi, Rajasthan, India (hereinafter referred to as the 'Land').

I/We agree to abide by the General Terms & conditions for registration of provisional allotment of Apartment in "NIMAI GREENS" as annexed hereto which I/We have read and understood.

I/we agree to sign and execute, as and when required. The ALLOTMENT LETTER containing detailed terms and conditions of allotment of the Apartment and other related documents on the prescribed format.

I/we remit herewith a sum of Rs..... (Rupees.....
..... by Bank Draft/cheque No.....
Dated..... Drawn on.....in favour of "Nimai Developers Pvt. Ltd." as registration amount for provisional allotment of the Apartment.

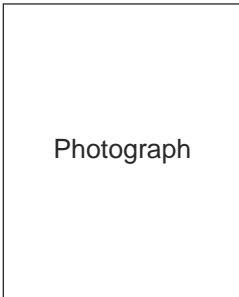
I/We understand that the expression Allotment wherever used the General Terms and Conditions of allotment as mentioned herein shall always mean provisional allotment of the Apartment and the allotment shall remain provisional till such time a final allotment letter is executed in favour of the Allottee(s).

I/We have perused the Price List-cum-Payment Plan and agree to pay as per the "Payment Plan" opted by me/us and annexed hereto as Annexure-'A'.

SOLE/FIRST APPLICANT:

(Compulsory to fill all the details along with a passport size photograph)

Mr/Mrs/Ms.....
Son/Wife/Daughter of.....
Guardian's Name (If Applicant is Minor).....
Relationship of the Guardian with the Minor.....
Date of birth..... Nationality.....



Occupation: Private Service () Government Service () Professional ()
Business () Student () House Wife () Any other ()

Residential Status: Resident () Non-Resident ()
Foreign National of Indian Origin () Others _____ (please specify)

X
(Sign Here)

Mailing Address.....
.....
.....
State.....Country.....Pin.....
E-Mail.....
Tele No..... Fax No..... Mobile No.....

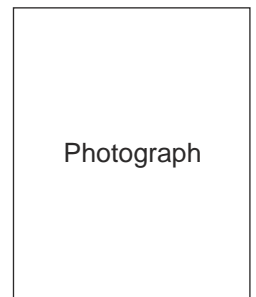
Permanent Address.....
.....
.....
State.....Country.....Pin.....
Tele No..... Fax No..... Mobile No.....

Office Address.....
.....
.....
State.....Country.....Pin.....
Tele No..... Fax No.....
Income Tax Permanent Account No.....
Ward/Circle/Special Range.....
Place where assessed to Income Tax.....

SECOND APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr/Mrs/Ms.....
Son/Wife/Daughter of.....
Guardian's Name (If Applicant is Minor).....
Relationship of the Guardian with the Minor.....
Date of birth..... Nationality.....



Occupation: Private Service () Government Service () Professional ()
Business () Student () House Wife () Any other ()

Residential Status: Resident () Non-Resident ()
Foreign National of Indian Origin () Others _____ (please specify)

Mailing Address.....
.....
.....
State.....Country.....Pin.....
E-Mail.....
Tele No..... Fax No..... Mobile No.....

X
(Sign Here)

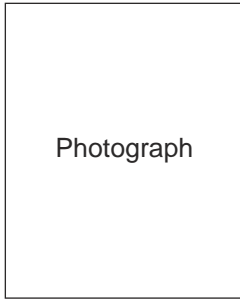
Permanent Address.....
.....
.....
State.....Country.....Pin.....
Tele No..... Fax No..... Mobile No.....

Office Address.....
.....
State.....Country.....Pin.....
Tele No..... Fax No.....
Income Tax Permanent Account No.....
Ward/Circle/Special Range.....
Place where assessed to Income Tax.....

THIRD APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr/Mrs/Ms.....
Son/Wife/Daughter of.....
Guardian's Name (If Applicant is Minor).....
Relationship of the Guardian with the Minor.....
Date of birth..... Nationality.....



Occupation: Private Service () Government Service () Professional ()
Business () Student () House Wife () Any other ()

Residential Status: Resident () Non-Resident ()
Foreign National of Indian Origin () Others _____ (please specify)

Mailing Address.....
.....
.....
State.....Country.....Pin.....
E-Mail.....
Tele No..... Fax No..... Mobile No.....

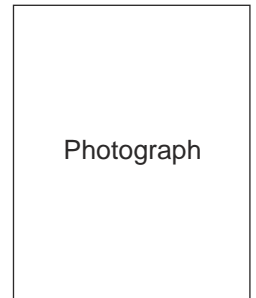
Permanent Address.....
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State.....Country.....Pin.....
Tele No..... Fax No..... Mobile No.....

Office Address.....
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State.....Country.....Pin.....
Tele No..... Fax No.....
Income Tax Permanent Account No.....
Ward/Circle/Special Range.....
Place where assessed to Income Tax.....

FOURTH APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr/Mrs/Ms.....
Son/Wife/Daughter of.....
Guardian's Name (If Applicant is Minor).....
Relationship of the Guardian with the Minor.....
Date of birth..... Nationality.....



Occupation: Private Service () Government Service () Professional ()
Business () Student () House Wife () Any other ()

Residential Status: Resident () Non-Resident ()
Foreign National of Indian Origin () Others _____ (please specify)

Mailing Address.....
.....
State.....Country.....Pin.....
E-Mail.....
Tele No..... Fax No..... Mobile No.....

Permanent Address.....
.....
State.....Country.....Pin.....
Tele No..... Fax No..... Mobile No.....

Office Address.....
.....
State.....Country.....Pin.....
Tele No..... Fax No.....
Income Tax Permanent Account No.....
Ward/Circle/Special Range.....
Place where assessed to Income Tax.....

DETAILS OF THE APARTMENT PROVISIONALLY APPLIED FOR:

Unit No..... Floor.....
Tower/Block..... Type.....
Super Area..... sq. mts. (approx.) (..... sq. ft. approx.)
Terrace Area..... sq. mts. (approx.)(.....sq. ft. approx.)

RESERVED CAR PARKING: Covered () Nos.
Open () Nos.

PAYMENT PLAN OPTED: DOWN PAYMENT PLAN 'A' / CONSTRUCTION LINKED INSTALLMENT PLAN 'B' PAYMENTS:

- i) Basic Sale Price Rs.....
- ii) Terrace Price Rs.....
- iii) Preferential Location charges (PLC) Rs.....
- iv) Car Parking Charges Rs.....
- v) Power Backup Rs.....
- vi) Interest Free Maintenance Security (IFMS) Rs.....
- vii) Club Charges Rs.....
- Viii) EDC Rs.....

(Stamp Duty, Registration Fee, and allied charges for execution and registration of Conveyance will be additionally payable by the applicant/Allottee before possession.)

DECLARATION:

I/We the above applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing material has been concealed there from. I am aware that the total cost as described in the price list and payment plan is inclusive of statutory fees, taxes, cesses, levies etc. prevailing as on the date of application. I/We undertake to pay service tax and /or any increase in the existing fees or taxes or any new fees, taxes and levies to be charged or imposed by the Govt./statutory authorities till the date of actual possession of the Apartment is taken over by me/us.

(i).....
Sole/First Applicant

(ii).....
Second/Joint Applicant

(iii).....
Third Applicant

(ii).....
Fourth Applicant

Dated.....

NOTE:

- 1) Cheques/Demand Draft towards consideration of the apartment to be made in favour of “**NIMAI DEVELOPERS PVT LTD**” payable at Gurgaon, Haryana.
- 2) In case the cheque comprising booking amount/registration amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without giving any notice to the applicant(s).
- 3) Applications not accompanied by photographs of the applicants shall be considered as incomplete.
- 4) Documents required at the time of Booking.
 - a. Booking amount Cheque/Drafts.
 - b. PAN No & Copy of PAN card / Undertaking Form 60.
 - c. (i) **For Companies:** Memorandum & Articles of Association and certified copy of Board Resolution
(ii) **For Partnership Firm:** Copy of partnership deed, firm registration certificate, consent/authorisation from all the partners
 - d. For foreign nationals of Indian origin: Passport photocopy/funds from NRE/FCNR A/c
- 5) For NRI
Copy of passport & payment through NRE/NRO.FCNRA/c
- 6) Two photograph of each Applicant
- 7) Address / Identity Proof: Photocopy of Electoral Identity Card / Ration Card / Driving License / Passport / Gas Connection / Bank Passbook attested by the Bank manager.

Annexure-‘A’

OPTION A: DOWN PAYMENT PLAN (Rebate 8.0% on Consideration Amount)

| | | |
|---|---|---|
| On Application for Booking | : | 10% |
| Within 30 days of Booking | : | 85% of Sale Price + Car Parking + EDC + PLC (if applicable) + Club Charges + Power back-up |
| On Receipt of Occupation on Certificate | : | 5% of Sale Price + IFMS + Stamp Duty & Registration Charges |

OPTION B: CONSTRUCTION LINKED PAYMENT PLAN

| | | |
|--------------------------------------|---|---|
| On Booking | : | 10% of Sale Price |
| Within 45 days of Booking | : | 15% of Sale Price |
| On Start of Foundation | : | 7% of Sale Price + 50% of Car Parking |
| On Start of Basement Roof Slab | : | 7% of Sale Price + 50% of Car Parking |
| On Start of First Floor Roof Slab | : | 7% of Sale Price + 50% of PLC if applicable |
| On Start of Third Floor Roof Slab | : | 7% of Sale Price + 50% of PLC if applicable |
| On Start of Fifth Floor Roof Slab | : | 7% of Sale Price + 50% of EDC |
| On Start of Seventh Floor Roof Slab | : | 7% of Sale Price + 50% of EDC |
| On Start of Ninth Floor Roof Slab | : | 7% of Sale Price + Club Charges |
| On Start of Eleventh Floor Roof Slab | : | 7% of Sale Price + Power Back-up |
| On Start of Top Floor Roof Slab | : | 7% of Sale Price |
| On Start of Internal Plaster | : | 7% of Sale Price |
| At the time of Offer of Possession | : | 5% of Sale Price + IFMS + Stamp Duty & Registration Charges |

FOR OFFICE USE ONLY

1. Application Accepted/Rejected.
2. Registration for Provisional Allotment of Apartment.
Unit No..... Floor.....
Tower/Block..... Type.....
Super Area..... sq. mts. (approx.) (..... sq. ft. approx.)
Terrace Area..... sq. mts. (approx.)(.....sq. ft. approx.)
3. i) Basic Sale Price Rs.....
ii) Terrace Price Rs.....
iii) Preferential Location charges (PLC) Rs.....
iv) Car Parking Charges Rs.....
v) Power Backup Rs.....
vi) Interest Free Maintenance Security (IFMS) Rs.....
vii) Club Charges Rs.....
Viii) EDC Rs.....
Stamp Duty, Registration Fee, and allied charges for execution and registration of Conveyance will be additionally payable by the applicant/Allottee before possession.
4. **PAYMENT PLAN OPTED: DOWN PAYMENT PLAN 'A' / CONSTRUCTION LINKED INSTALLMENT PLAN 'B'**
5. Registration Amount received vide Receipt No.....Dated.....
Rs..... (Rupees..... Only)
6. No. of joint holders.....
7. Mode of Booking : Direct..... (Ref. In any).....
Broker (Please affix name and :
Address rubber stamp :
With Tele No Only) :
8. Check List:
 - i Booking Amount: Local Cheque/Draft
 - ii Pan: Copy of PAN Card/Form 60
 - iii Memorandum of Association and Articles of Association and Board Resolution
(For booking in the name of Companies)
 - iv Copy of partnership deed, firm registration certificate, consent/authorisation from all the partners
(For booking in the name of Partnership Firms)
 - v Copy of Passport and Account Details:
(For NRIs and PIOs to make payment through NRE/NRO/Foreign Currency Account Only)
 - vi Photographs and signatures of applicant intending Allottee(s):
 - vii Remarks if any

..... Dated.....
Authorised Signatory for the Company

PROJECT CONCEPT

The land for the said property was purchased by the company and was duly registered in its name. Further to this company got the said land approved for development of a Residential Group Housing Project forms the competent authorities i.e. UIT Bhiwadi, Rajasthan.

Terms and Conditions

The Applicant(s) agree(s) that:-

1. The Applicant(s) shall sign all the pages of this Application in token of his/her acceptance of the same. This Application is only a request of the Applicant(s) for the allotment of the Apartment and does not create any right or interest, whatsoever or howsoever of the Applicant(s) in the said Apartment until the provisional allotment is finalized and vested in the Applicant(s) and subject to the compliance and performance of all terms, conditions and obligation of payments and other requisites as per the Definitive Documents that may be executed in the format provided by the company.
2. The Applicant(s) has applied for provisional allotment of the said Apartment with full knowledge of all the laws/notifications and rules applicable to the housing/multistoried project in general and the said Project located in Bhiwadi, Rajasthan in particular and has satisfied himself/herself about the title/interest/rights of the Company in the land on which the said Project is being constructed and has understood all limitations and obligations of the Company in respect thereof The Applicant(s) confirms that no further investigation in this regard is/shall be required by him/her.
3. The company areas and facilities and limited common areas and facilities and the undivided interest of each Apartment owner therein as specified by the Company in the deed of declaration ("Declaration") which may be filed by the Company and the owners in compliance with the Act, shall be conclusive and binding upon the owners of all Apartment at the Project and the Applicant(s) confirms that his right, title and interest in the Apartment in the project shall be limited to and governed by what is specified by the Company and the owners in the said Declaration. In this regard, it is made clear by the Company and fully understood by the Applicant(s) that the Declaration to be filed in compliance of the Act shall be in strict consonance with the other clauses contained herein and that shall form part of the Definitive Documents. The Applicant(s) shall have exclusive right in limited common areas and facilities. However, the Applicant(s) shall use the same as per the provision of Declaration. Bye Laws of the apartment owners' association ("Association") and the provisions of the act: and the Applicant(s) shall have no claim, right or title whatsoever of any nature therein.
4. The company has made it specifically clear to the Applicant(s) that the computation of the Total Amount payable (as mentioned herein) does not include in any manner recovery or cost of fixtures, electric and water meter etc., charges of electricity, water, maintenance and operation of life services, convenience store, shop, kiosks, conveniences, recreational activities, community building/sites or association's office, additional fire safety measures etc., and the Applicant(s) have agreed, understood and satisfied himself/herself about the same. The Applicant(s) fully understands that the responsibility of management and operation of the same shall be that of the Company/ Maintenance Agency/Association in the project in accordance with terms of the Bye Laws and provision of the Act.
5. The Applicant(s) agrees to pay the additional expenditure incurred thereon on the pro rata basis along with other allottees as determined by the company in its absolute discretion.
6. The Application(s) that the car parking space allotted to him/her cannot be sold or dealt with independent of the Apartment. The Applicant(s) may apply for additional car parking space which may be allotted subject to availability and at the prevailing charges. All clauses of this Application and the Definitive Documents pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to the car parking space(s) allotted to the Applicant(s). For all intents and purposes, the company shall have sole and exclusive right to allot the car parking space(s) on such terms and conditions as may be specified for the said purpose.
7. The company at its absolute discretion shall be entitled to accept or reject this Application and may allot the said Apartment to any other person, without any interference of the Applicants(s) or any person, without any interference of the Applicant(s) or any person claiming through him/her before issuing the Allotment Letter, without assigning any reason, whatsoever and howsoever.

8. In the event of non-acceptance of this Application by the company, the amount paid along with this Application will be refunded without any liability toward costs/damage/interest etc.
9. Upon the Company deciding to allot the Apartment in Favour of the Applicant(s), the Company will send the intimation thereof to the Applicant(s) to pay the balance amount of the earnest money. Upon receipt of the entire earnest money the Company shall issue an allotment letter thereby allotting the said Apartment to the Applicant(s) allotment letter and calling upon the Applicants(s) to execute the necessary agreement to sell/Apartment buyer agreement for the allotted apartment within the prescribed time period then the company shall be entitled, at its sole discretion, to cancel the allotment of the apartment and therefore the entire earnest money. The Applicants(s) will not be entitled to the refund of amounts paid towards deposit, car parking allotment charges, interest on delayed payment brokerage etc.
10. Earnest Money, for the purpose of this Application and the Allotment Letter, shall mean 20% of the Sale Consideration for the sale of said Apartment as mentioned above in this Application.
11. The Applicant(s) shall pay the Sale Consideration of the Apartment and other charges, as indicated herein above, calculated on the basis of super built area of the Apartment which is understood to include pro rata share of the common areas and facilities and limited common areas and facilities in the Project, which shall be more specifically described by the company in the Declaration to be registered in future, and which any be located anywhere in the Project at the sole discretion of the Company.
12. The preferential location charges (PLC) are the charges levied in respect of certain types of apartments owing to their description and location within the Project. The Applicant(s) agrees that in case he/she have opted for an apartment of such description and location, he/she shall be liable to pay the PLC, computed on the basis of super built up area of such Apartment, as part of the Sale Consideration.
13. The basic sale price of the Apartment is exclusive of the EDC and other statutory deposits made by the Company to authorities for electricity, water and other facilities or any other charges paid by the Company to relevant governmental authorities. The same shall be payable by the Applicant(s) in proportion to their super built up area of the Apartment. However, in case the same are revised/changes due to enhancement in government and statutory dues, taxes, cess or charges under the applicable laws, due to any amendment/modification thereof, including but not limited to, upward revision of EDC/other statutory deposits, increase of deposits/charges for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature, whether prospectively or retrospectively, the same shall be payable by the Applicant(s) in proportion to the super built up area of the Apartment, as and when demanded by the Company.
14. The Applicant(s) agree(s) and undertake(s) to pay all charges on actual basis towards electricity, water and sewerage connection, electricity and water meters, if any, maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the said Apartment) etc. as may be levied by the Association or by a maintenance agency employed/hired for the said purpose.
15. All over-due payments from the Applicant(s) shall attract interest at 20% per annum from the date they fall due till the date of receipt of payment. If any of the cheques of the Applicant(s) are dishonoured for any reason whatsoever, the Company shall be fully entitled, at its sole discretion, to cancel the Application/Allotment and forfeit the entire Earnest Money. The Applicant(s) will not be entitled to the refund of amounts paid towards deposits, car parking allotment charges, interest on delayed payment, brokerage etc.
16. The Allotment Letter, Definitive Documents and all other documents shall be carried out in the name of the Applicant(s) as mentioned in this Application. The Applicant(s) shall not transfer/assign their interest in the Apartment without prior written permission of the Company. The company reserves the right to allow such transfer at its sole discretion and on payment of such charges by the Applicant(s) as it may decide from time to time.
17. Once the apartment has been allotted to the Applicant(s)/Allottee(s), the Applicant(s)/Allottee(s) shall not be allowed to cancel the transaction.

18. In case of Joint Applicant(s), all correspondence/communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicant(s).
19. The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the company shall be mailed to the address given in this Application and shall be deemed to have been received by the Applicant(s).
20. The Applicant(s) clearly and unequivocally confirm(s) that in case remittance related to allotment/purchase of the Apartment are made by non-resident/foreign national of Indian origin, it shall be the sole responsibility of the Applicant to comply with the provision of Foreign Exchange management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the company with such permissions, approvals, etc., which would enable the Company to fulfil its obligations under the Allotment Letter or the Definitive Documents. Any implications arising out of any default by the Applicants(s), shall be the sole responsibility of the Applicant(s). The company accepts no responsibility in this regard and the Applicants(s), shall keep the company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regards. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this application it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.
21. The Company reserves all its right to assign all or any of its rights and obligations in respect of the Project in favour of any group company or associate company or a subsidiary company or a special purpose vehicle to be formed for the purpose of the execution of the project. With effect from such date of assignment, all the letters and correspondence exchanged with the Applicant(s) including the moneys paid there under shall automatically stand transferred in the name of such new company without any alterations in the original terms and conditions. In such events the Definitive Documents will be executed by such new company with the Applicant(s). The Applicants(s) shall continue to perform all their obligation toward such new company in accordance with the terms hereof.
22. It is understood by the Applicant(s) that the Company is not required to send reminder/notices to those to be sent out in the Allotment Letter and/or Agreement to sell/apartment buyer agreement and the Applicant(s) is required to comply with all his/her/their obligations on its own. In the events the Applicant(s) fail to comply with terms and conditions thereof the Company shall have the right to cancel/terminate the Allotment Letter and/or the Agreement to Sell/Apartment Buyer agreement and forfeit the entire Earnest Money. The Applicant(s) will not be entitled to the refund of deposits, car parking allotment charges, interest on delayed payment, brokerage if paid etc. Thereafter the applicant(s) shall be left with no lien, right, title or claim of whatsoever.
23. It is specifically understood by the Applicant(s) that this Application is purely on tentative basis and the company may, at its sole discretion, decide not to allot any or all of its apartments to anybody or altogether decide to cancel the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of this proposal and receipt of the booking amount/Earnest Money being received by the Company along with this Application. Further, the provisional and/or final allotment of the Apartment is entirely at the discretion of the company and the company has a right to reject any provisional and/or final allotment without assigning any reason thereof.
24. The terms and conditions mentioned therein shall be in addition to the terms and conditions of the Definitive Documents. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Definitive Documents, the terms and conditions specified in the latter, shall supersede the terms and conditions as set out herein.

I/We the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

Signature of Fourth Applicant

Date.....

Place.....

APPLICATION

APPLICATION

APPLICATION

APPLICATION

APPLICATION

APPLICATION



Nimai Developers Pvt. Ltd.

SCO- 304, S.F., Sector- 29, Gurgaon - 122 002, Haryana

Mobile : +91 9810999909 / +91 9810999997 Tel. : +91 124 4309097 / 98

E-mail : info@nimaidevelopers.com | Website : www.nimaidevelopers.com