

**APPLICATION FORM**  
**OMAXE SQUARE, SECTOR-1, ALLAHABAD**

<b>DEALER</b>	<input type="checkbox"/>
<b>DIRECT</b>	<input type="checkbox"/>

To,  
**M/s. Pancham Realcon Pvt. Ltd.**  
7, L.S.C., Kalkaji  
New Delhi – 110019

DATE: \_\_\_\_\_

Dear Sir,

I/We, having examined the tentative plan of Commercial Shop/Office Space, hereby apply for allotment of a Commercial Shop/Office Space in the Convenient Commercial Complex "**OMAXE SQUARE**" (hereinafter referred to as "said Project"), within the Township Project "Omaxe Sangam City", to be developed in the Hi-Tech Residential Township Project named as "WATER FRONT HI TECH CITY", Allahabad, under lawful arrangements by M/s Pancham Realcon Pvt. Ltd. (hereinafter referred to as the "Company"), on a plot of land falling in the revenue estate of villages Deorakh Uparhar and Mavaiya, Naini, District Allahabad (U.P), hereby apply for allotment of Commercial Shop/Office Space in the aforesaid Project.

I/We agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company, the Allotment Letter and the Buyer's Agreement on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/We shall accept the specifications of the Commercial Shop/Office Space and I/we shall pay basic sale price, preferential location charges, additional charges and the applicable Stamp Duty etc. as and when demanded by the Company.

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) vide Bank Draft/ Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ being booking money for allotment of said Commercial Shop/Office Space.

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 Commercial Shop/Office Space notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter/ Buyers' Agreement, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this application or I/We fail to sign/ execute and return the Allotment Letter/ Buyers' Agreement within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited.

I/We further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us), as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the allotment will be cancelled and the earnest money alongwith interest, if any due shall be forfeited by the Company. My/Our particulars are given below: -

1. **First Applicant Mr./ Mrs./ Ms** .....

Son / Wife / Daughter of Mr. ....

Date of Birth..... Profession ..... Designation .....

Nationality .....

Residential Status: Resident  Non-Resident  Foreign National of Indian Origin

Residential Address .....

Office .....

Tel. Res. .... Off ..... Mobile .....

Fax No. .... E-Mail ID .....

Income Tax Permanent Account No./ Ward No. ....

**Please paste  
Photograph and  
sign across the  
same**

2. **Second Applicant Mr./ Mrs./Ms** .....

Son / Wife / Daughter of Mr. ....

Date of Birth..... Profession ..... Designation .....

Nationality .....

Residential Status: Resident  Non-Resident  Foreign National of Indian Origin

Residential Address .....

Office .....

Tel. Res. .... Off ..... Mobile .....

Fax No. .... E-Mail ID .....

Income Tax Permanent Account No./ Ward No. ....

**Please paste  
Photograph and  
sign across the  
same**

3. **Details of Commercial Shop/Office Space:**

(i) Type ..... (ii) Block Name ..... (iii) Unit No..... (iv) Floor.....  
 (v) Super Area..... Sq. Mtr. (..... Sq. ft.) (iv) Permitted usage: .....

PARTICULARS	DETAILS	AMOUNT (In Rs.)	
<b>A. Basic Sale Price (BSP)</b>	@ Rs.....per Sq. Mtr. (Rs.....per Sq. Ft.)		
<b>B. Additional Charges (Incidental to Commercial Unit)</b>			
(i) Car Parking	Open Car Parking @ Rs.....		
(ii) Power Back-up installation Charges	Rs.....(Rs.....per KVA)		
(iii) Interest Free Maintenance Security (IFMS)	@ Rs.....per Sq. Mtr. (Rs.....per Sq. Ft.)		
(iv) EEC & FFEC	@ Rs.....per Sq. Mtr. (Rs.....per Sq. Ft.)		
(v) EDC & IDC	@ Rs.....per Sq. Mtr. (Rs.....per Sq. Ft.)		
(vi) Others (if any)	.....Rs.....		
<b>Total (A+B)</b>			

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

<b>Payment Plan Option</b>	Down Payment Plan <input type="checkbox"/>	Time Linked Payment Plan <input type="checkbox"/>	<input type="checkbox"/>
<b>Mode of Booking</b>	Direct <input type="checkbox"/>	Dealer <input type="checkbox"/>	<input type="checkbox"/>
<b>If through Dealer</b>			
	<b>Name</b>	<b>Signature with Stamp</b>	

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/ Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/We undertake to inform the Company of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us.

\_\_\_\_\_  
**Name of the Applicant(s)**

\_\_\_\_\_  
**Signature of the Applicant(s)**

**Note:** (i) All Cheques/Drafts to be made in favour of **"Omaxe Square Allahabad"** payable at Allahabad/ Delhi only.  
 (ii) Persons signing the Application Form on behalf of other person/firm/company shall file proper Authorisation/ Power of Attorney.

**FOR OFFICE USE**

**CHECK LIST**

- |   |                          |
|---|--------------------------|
| 1. Whether the Application Form is completely filled-up with Photographs?                   | <input type="checkbox"/> |
| 2. Whether the Application Form is duly executed and signed in all pages by all Applicants? | <input type="checkbox"/> |
| 3. Whether the Cheque for booking amount is in proper name and duly signed & dated?         | <input type="checkbox"/> |
| 4. Whether the PAN Card of the Applicant(s) is/ are received?                               | <input type="checkbox"/> |

Remarks: \_\_\_\_\_

Booked by \_\_\_\_\_ Checked by \_\_\_\_\_ Approved by \_\_\_\_\_

## BASIC TERMS AND CONDITIONS

1. The applicant has applied for allotment of a Commercial Shop/Office Space in the Convenient Commercial Complex "**OMAXE SQUARE**" (hereinafter referred to as "said Project"), within the Township Project "Omaxe Sangam City", to be developed in the Hi-Tech Residential Township Project named as "WATER FRONT HI TECH CITY", Allahabad, under lawful arrangements by M/s Pancham Realcon Pvt. Ltd. (hereinafter referred to as the "Company"), on a plot of land falling in the revenue estate of villages Deorakh Uparhar and Mavaiya, Naini, District Allahabad (U.P), under following terms and conditions:
2. The allotment of the Commercial Shop/Office Space is entirely at the discretion of the Company. The allotment of the said Commercial Shop/Office Space shall be provisional and shall be confirmed on signing of Buyer's Agreement on the Company's standard format which has been read and understood by the applicant.
3. The applicant has fully satisfied himself about the nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per the prevailing byelaws/guidelines of the Allahabad Development Authority (ADA) and/or any other Authority and has further understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by ADA and/or other authorities in this regard to the Company.
4. The Applicant(s)/Allottee(s) agrees and understands that the Commercial Shop/Office Space area provided herein & subsequently in Allotment Letter/ Buyer(s) Agreement are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and the Applicant(s)/ Allottee(s) hereby gives his consent for change (decrease/ increase) in the area of the said Commercial Shop/Office Space, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Commercial Shop/Office Space, the Applicant(s)/Allottee(s) shall pay for the initial 10% of increase in area at the rate of booking of the said Commercial Shop/Office Space and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Commercial Shop/Office Space, the amount received in excess over and above the total cost of the said Commercial Shop/Office Space based on the changed area, shall be refunded / adjusted (as the may be) by the Company to the Applicant(s) without any protest and demur of the Applicant(s) and without any interest therein.
5. The Applicant has examined the tentative plans, designs and specifications of the Commercial Shop/Office Space and has agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Commercial Shop/Office Space.
6. The Applicant(s)/Allottee(s) specifically agrees that application for the said Commercial Shop/Office Space in the said Project is purely tentative and the Company may at its sole discretion decide not allot any or to allot all Commercial Shop/Office Spaces in the said Project to anybody or altogether decide to put at abeyance the project itself without any dispute and protest from the applicant in pursuant to this Application and receipt of part consideration in form of Token Money in this regard
7. The Applicant agrees that the amount paid with the application and in installments as the case may be, to the extent of 15% of sale consideration of the Commercial Shop/Office Space shall collectively constitute the earnest money.
8. (i) The Applicant(s)/ Allottee(s) understands and agrees that timely payment of installments of basic cost and allied/ additional cost, govt., levy etc., pertaining to the said Commercial Shop/Office Space is the essence of the terms of the booking/ allotment. If The Applicant(s)/ Allottee(s) fails/ defaults in making payment of due amount within stipulated period then the Company shall have rights mentioned herein below:
  - (a) to cancel the allotment of the said Commercial Shop/Office Space,
    - (b) to forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments,
    - (c) to re-allocate the provisional allotment of the said Commercial Shop/Office Space which includes change in area and location of the said Commercial Shop/Office Space,
  - (ii) If Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to the Applicant(s)/Allottee(s) without any interest, after the said Commercial Shop/Office Space is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
  - (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there is any changes in dimension, size etc. of the said Commercial Shop/Office Space, then the price towards increase/decrease of re-allotted Commercial Shop/Office Space shall be dealt (paid/adjusted) in a manner detailed in Clause 4 of this Application Form.
  - (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basis Sale Price/ in the payment term to the Applicant(s)/Allottee(s) in lieu of consensus of the Buyer(s) for timely payment of installments and other allied/ additional cost, then the Applicant(s)/Allottee(s) hereby authorizes the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Applicant(s)/Allottee(s) hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for upto one month delay from the due date of payment and @ 24% p.a. thereafter on all outstanding dues from their respective due dates.

Name of the Applicant(s)

Signature of the Applicant(s)

9. The Applicant(s)/Allottee(s) further agrees that in case of down payment plan, if the Applicant(s)/ Allottee(s) fails to pay the installments in the promised time frame, then the opted Down Payment Plan shall be automatically considered as time linked/ construction linked plan whichever available. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 8 and shall have right to withdraw rebates or any other discounts provided in the down payment of the said Commercial Shop/Office Space.
10. The Applicant(s)/Allottee(s) hereby agrees that in case of cancellation of booking of the said unit, he shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
11. The Applicant(s)/Allottee(s) has specifically agreed that if due to any change in the layout, the said Commercial Shop/Office Space ceases to be preferentially located, the Company shall refund/ adjust the amount of preferential location charges paid by the applicant in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Commercial Shop/Office Space becomes preferentially located, then the Applicant(s)/Allottee(s) shall be liable and agrees to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
12. All payments by the applicant shall be made to the Company through demand drafts/ cheques drawn upon scheduled banks in favour of "**Omaxe Square**" payable at Allahabad/ New Delhi only.
13. Assignment of allotment of the Commercial Shop/Office Space by the applicant shall be permissible at the discretion of the Company on payment of such administrative charges as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.
14. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by the applicant(s) from the date of booking as per demand raised by the Company.
15. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the Project shall be managed by the Company or its nominated Maintenance Agency. The Applicant(s)/Allottee(s) of the Commercial Shop/Office Space shall pay, as and when demanded, the maintenance charges including interest free security deposit for maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the maintenance agency appointed for this purpose. Any delay in making payment will render the applicant liable to pay interest @18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common areas and services.
16. The Applicant hereby agrees not to make any construction in the open area, common area, roof/ terrace area in the said Project.
17. Applicant, having NRI/ PIO status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the Company will not be liable in any manner on such account.
18. The Company shall have the first lien and charge on the said Commercial Shop/Office Space for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Commercial Shop/Office Space may be availed by the Applicant(s)/Allottee(s). However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Commercial Shop/Office Space and Applicant hereby agrees to pay the sale consideration of the aforesaid Commercial Shop/Office Space according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/ dues.
19. The Applicant(s)/Allottee(s) undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/ made applicable to the said Commercial Shop/Office Space/ Project.
20. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by the Applicant(s)/Allottee(s).
21. The Company shall endeavor to give possession of the Commercial Shop/Office Space to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession.
22. The Applicant(s)/Allottee(s) shall before taking possession of the Commercial Shop/Office Space, must clear all the dues towards the Commercial Shop/Office Space and have the Conveyance Deed for the said Commercial Shop/Office Space executed in his favour by the Company after paying stamp duty, registration fee and other legal charges/ expenses.
23. The Applicant(s)/Allottee(s) shall use/ cause to be used the said Commercial Shop/Office Space for designated commercial purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Commercial Shop/Office Space and forfeiture of the earnest money and other dues as stated in Clause 6 hereinabove and the applicant will have to compensate the Company for all other losses resulting therefrom.
24. The Applicant(s)/Allottee(s) shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Commercial Shop/Office Space to the applicant.

\_\_\_\_\_  
Name of the Applicant(s)

\_\_\_\_\_  
Signature of the Applicant(s)

25. Detailed terms and conditions shall form part of the Allotment Letter/Buyer's Agreement which the applicant shall execute as and when required by the Company.
26. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter/ Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by the applicant.
27. The Applicant(s)/Allottee(s) shall get his complete address and e-mail ID registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. Further, the Applicant(s)/Allottee(s) hereby agrees that the Company shall not liable/responsible to reply any query received from any address/ e-mail ID not being previously registered with the Company.
28. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
29. It is specifically agreed by the applicant(s)/allottee(s) that upon execution, if any ambiguity apparent on face, on such contingency the terms and condition of the Allotment Letter/Buyers agreement shall supersede over the terms and conditions as set forth in this Application Form. However, the Applicant(s)/Allottee(s) shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Buyer(s) agreement in this regard.
30. All blank spaces provided in this application form shall be appropriately filled. Incomplete application is liable to be rejected.
31. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
32. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of unit) including the interpretation and validity of the terms 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 process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/ New Delhi.
33. The Courts at Allahabad/ Delhi alone shall have jurisdiction in case of any dispute.
34. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

**Declaration:**

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/We gave sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Unit in relation to the said Commercial Shop/Office Space.

\_\_\_\_\_

**Name of the Applicant(s)**

Place : .....

Dated.....

\_\_\_\_\_

**Signature of the Applicant(s)**

**Disclaimer:** While every reasonable care and precaution has been taken in preparing this application form, the Company reserves the right to add/deleted/change/modify any of the Terms & Conditions, specifications facilities/amenities as may be required by the Company, statutory bodies, govt. regulations.