



YOUR GATEWAY TO FINE LIVING



NIMBUS THE PALM VILLAGE

YAMUNA EXPRESSWAY



Mary Kom

APPLICATION FORM

APPLICATION FORM

To,
IITL-NIMBUS THE PALM VILLAGE
1012, 10th Floor,
Narain Manzil,
23, Barakhamba Road,
New Delhi-110001

Sub: Application for allotment of apartment in project "NIMBUS THE PALM VILLAGE" situated at plot no. GH-03, Sector 22-A, Yamuna Expressway Industrial Development Area, Distt. Gautam Budh Nagar, (U.P.)

Dear Sir,

I/we are interested in purchasing an apartment, details of which are provided herein below, in your Project NIMBUS THE PALM VILLAGE bearing RERA Registration no **UPRERAPRJ 5583356/04/2024** situated at plot no. GH-03, Sector 22-A, Yamuna Expressway Industrial Development Area, Distt. Gautam Budh Nagar, (U.P.).

I/We hereby pay/remit a sum of Rs. _____ Rupees _____
only) vide bank draft/pay order/cheque number _____ dated _____
draws on _____ in favour of " _____ " payable at

OR

I/We hereby pay/remit a sum of Rs. _____ (Rupees _____
_____ only) vide RTGS/NEFT/IMPS in the following bank account of the Firm:
AccountNo. _____ Bank _____ Branch _____
RTGS/NEFT IFS Code _____ as Application Amount towards my request for
Allotment of apartment in the said Project.

I/We have clearly understood and I/ we agree that this application form will be processed by the Firm only after encashment of the cheque(s) submitted by me/ us together with the application form complete in all respects, otherwise the application shall be liable for rejection and the amount(s) paid by me/us shall be returned without any Interest.

I/We have clearly understood that in the event the Firm decided to Provisionally Allot the apartment to me/us, then the Application Amount shall be adjusted in the Booking Amount which will constitute 10% of price of the Apartment (excluding possession charges).

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

My/Our particulars as mentioned below may be recorded for reference and communications:

1. Applicant (Sole/First) Mr./Ms./M/s.

First Name

Middle Name

Last Name

Son/Wife/Daughter of Mr./Mrs.

First Name

Middle Name

Last Name

Profession

Designation

Nationality

Company Name/Firm Name

Residential Status: Resident Indian

Non-Resident Indian

Foreign National of Indian Origin

Permanent Address

Pin Code

Office Address

Pin Code

Address for Communication residential/Office/Others, Please Specify

Telephone No. Res

Off

Mobile

Fax

Date of Birth

Marital Status:

Single

Married

Email:(Mandatory)

@

No. of Children

PAN No.

Passport/Aadhar/NPL/EID

(Attach Form 60 or 61, as the case may be if PAN is not available)

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

My/Our particulars as mentioned below may be recorded for reference and communications:

First Co-Applicant

2. Applicant (Second) Mr./Ms./M/s.

First Name		
Middle Name	Last Name	
Son/Wife/Daughter of Mr./Mrs.		
First Name		
Middle Name	Last Name	

Profession **Designation** **Nationality**

Company Name/Firm Name

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

Permanent Address

Pin Code

Office Address

Pin Code

Address for Communication residential/Office/Others, Please Specify

Telephone No. Res **Off** **Mobile** **Fax**

Date of Birth **Marital Status:** **Single** ☐ **Married** ☐

Email:(Mandatory) **@** **No. of Children**

PAN No. **Passport/Aadhar/NPL/EID**

(Attach Form 60 or 61, as the case may be if PAN is not available)

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

My/Our particulars as mentioned below may be recorded for reference and communications:

Second Co-Applicant

3. Applicant (Second) Mr./Ms./M/s.

First Name		
Middle Name	Last Name	
Son/Wife/Daughter of Mr./Mrs.		
First Name		
Middle Name	Last Name	

Profession **Designation** **Nationality**

Company Name/Firm Name

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

Permanent Address

Pin Code

Office Address

Pin Code

Address for Communication residential/Office/Others, Please Specify

Telephone No. Res **Off** **Mobile** **Fax**

Date of Birth **Marital Status:** **Single** ☐ **Married** ☐

Email:(Mandatory) **@** **No. of Children**

PAN No. **Passport/Aadhar/NPL/EID**

(Attach Form 60 or 61, as the case may be if PAN is not available)

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

4. FIRM / SOCIETIES / TRUST / COMPANY/OTHERS

Name of the Firm / Society

Trust / Company / Others

Registration No.

(If registered)

Registered Office /

Office Address

Correspondence

Address

Telephone No. Res.

Off

Mobile

Fax

Email

Name

Father's / Husband's Name

Of the Authorized Signatory

Mobile No of the

Authorized Signatory

Address of Authorized

Signatory

PAN NO.

(Attach Form 60 or 61, as the case may be if PAN is not available)

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

5. Payment Plan: A. B. C.

6. Preference of Apartment to be purchased:

Apartment Type	Carpet Area (Sq. Ft.)	Balcony Area (Sq. Ft.)	Veranda Area (Sq. Ft.)

A. Block/Tower Name B. Floor C. Apartment/Shop No.

7.(a) Car Parking 7.(b) Store/Store No.

8. PRICE OF APARTMENT

(A) Basic Sales Price as per payment plan Total Rs.

(B) Discount (if any) Total Rs.

(C) Net Rate BSP Applicable/Chargeable (A-B) Total Rs.

GST Net BSP Total Rs.

(D) Preferred Location Charges (PLC) (if any)

Floor PLC @Rs.

GST @Rs.

Total Rs.

Location PLC @Rs.

GST @Rs.

Total Rs.

(E) Car Parking Charges @Rs.

GST @Rs.

Total Rs.

(F) EEC & FFC @Rs.

GST @Rs.

Total Rs.

(G) Club Membership @Rs.

GST @Rs.

Total Rs.

(H) Lease Rent @Rs.

GST @Rs.

Total Rs.

(I) power Backup @Rs.

GST @Rs.

Total Rs.

(J) Store Charges @Rs.

GST @Rs.

Total Rs.

(K) Right To Use Terrace Charges @Rs.

GST @Rs.

Total Rs.

Price of the Apartment 8 =(8A to 8K) Total Rs.

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Signature of Co- Applicant

9. Possession Charges

a) Advance CAM For 12 Months

b) Interest Free Maintenance Security

c) One Time Sinking Fund

d) Water, Electricity, Sewage
Charges for 12 Months

e) Electric Meter Charges

f) Water & Sewage Connection Charges

g) PNG Charges

h) PNG Connection Charges

i) Other Charges Please Specify

Possession Charges 9 =(9a to 9i)

Total Price Of Apartment=(8+9)

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Signature of Co- Applicant

Note:

- i. That Application Amount/Booking Amount/Registration Amount shall be 10% of the Price of the Apartment as mentioned in the Price list (excluding possession charges). Possession Charges shall be determined at the time of offer for possession.
- ii. Total Price does not include stamp duty, registration and incidental charges as well as expenses for execution of sub-lease Deed etc. which shall be borne and paid by the Applicant/(s) to the Firm.
- iii. All cheques/DD to be made in favour of "IITL NIMBUS THE PALM VILLAGE COLLECTION A/C" Payable at NOIDA. In case, the cheque comprising Registration Amount/Booking Amount is dishonored due to any reason whatsoever the present application shall be deemed to be null and void and the allotment, if any, shall stand automatically cancelled/revoked/withdrawn without any notice to the Applicant/(s).

Declaration:

I/We the undersigned Applicant/(s) (Sole/First and Co-Applicants), do hereby declare that the above-mentioned particulars/information given by me / us are irrevocable and true and correct to my / our knowledge and no material fact has been concealed there from. I/We have gone through the terms & conditions written or explained further in the form as schedule I and undertaking of this form and payment plan attached with this application form and accept the same and which shall ipso-facto be applicable to my / our legal heirs and successors. I/We shall also abide by the Agreement for Sale in the standard format of the Firm.

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

SCHEDULE – I

BRIEF TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A PARTMENT IN PROJECT “NIMBUS THE PALM VILLAGE” DEVELOPED BY IITL-NIMBUS THE PALM VILLAGE AT PLOT NO. GH-03, SECTOR – 22A, YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AREA, DISTT. GAUTAM BUDH NAGAR, (U.P.).

- A. The “NIMBUS THE PALM VILLAGE” is a Group Housing Project being developed by IITL-NIMBUS THE PALM VILLAGE (hereinafter referred to as “*the firm*”) on a Plot numbered as GH-03, situated at Sector 22-A, Yamuna Expressway Industrial Development Area, Distt. Gautam Budh Nagar, (U.P.) admeasuring 47776.52 sq. mtrs (hereinafter referred to as the “*allotted plot*”).
- B. That the Yamuna Expressway Industrial Development Authority (hereinafter referred to as the “*YEIDA*”) office at First Floor, Commercial Complex, Sector-Omega-1(P-2), Greater Noida, District Gautam Budh Nagar, U.P vide allotment Letter no. YEA/GH/100/2011 dated June 9th, 2011 allotted the plot numbered as GH-03, situated at Sector 22-A, Yamuna Expressway Industrial Development Area Distt. Gautambudh Nagar, Uttar Pradesh, total admeasuring 97585 sq. mtrs. in favour of the Nimbus Projects Ltd., a lead partner of the Firm.
- C. That the YEIDA vide Letter ref. no. Y.E.A/SAMPATI/156/2012 dated 22/06/2012 enhance the allotted area from 97585 sq. mtrs. to 102995 sq. mtr. and the YEIDA further letter ref. no. Y.E.A./SAMPATI/187/2012 dated 05/07/2012 again enhance the allotted area from 102995 sq. mtrs. to 102995.70 sq. mtrs.
- D. That the YEIDA executed a Lease deed dated 05/07/2012 in favor of the Firm for a period of 90 years of area admeasuring 102995.70 sq. mtrs. and the same was registered in the office of Sub Registrar Sadar, Guatam Budh Nagar U.P. vide registration no. 13283 dated 05/07/2012 at Bahi no. 1 Jild no. 11195 pages 193 to 410.
- E. That out of the total allotted area admeasuring 102995.70 sq. mtrs. Firm under Project Settlement Policy (PSP), 2016 partially surrendered the area admeasuring 47843.70 sq. mtrs. to the YEIDA and thereafter 55152 sq. mtrs. of area remains with the firm. That for the said act Firm executed a Surrender Deed dated 30/11/2021 in favor of the YEIDA and the same was registered in the office of Sub Registrar Sadar, Guatam Budh Nagar, U.P. vide registration no. 22554 dated 01/12/2021 at Bahi no. 1 Jild no. 39890 pages 359 to 378.

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- F. Thereafter a surrender Cum Correction Deed dated 17/11/2022 was executed between the Firm and YEIDA and same was registered in the office of Sub Registrar Sadar, Greater Noida, U.P. vide registration no. 25484 dated 17/11/2022 at Bahi no. 1 Jild no. 41933 pages 1 to 16 vide which Firm out of 55152 sq. mtrs. area again surrendered the 7375.48 mtrs. area to the YEIDA. Now the Firm is developing the residential project on the remaining area admeasuring 47776.52 sq. mtrs. under the name & style of "NIMBUS THE PALM VILLAGE" (hereinafter referred to as the "project").
- G. The Allotment, if and when made by the Firm, pursuant to the accompanying Application shall be purely provisional and further shall be subject to the terms and conditions, restrictions and limitations contained in the Lease Deed & further Surrender deed & Surrender Cum Correction Deed executed between YEIDA and the Firm and all laws, notifications and rules as may be applicable or set in inter alia to the Apartment including any amendment or variation thereof.
- H. The Applicant/(s) have inspected / seen all the documents including the Approvals, sanction plans, permissions etc. and consulted the experts on the relevant documents/papers pertaining to the said Project and is/are fully satisfied that the development and selling rights of the Firm are clear and valid for the above said Project and the Firm has the requisite right and authority of marketing the said Project and to book/register/allot/sell the apartment to the Applicant/(s).
- I. The Applicant/(s) has fully satisfied himself/herself/themselves in all respect regarding, all the details of the apartment and all common area/facilities/utilities. Applicant/(s) have seen and understood the Project details at UP-RERA web portal <https://up-rera.in/projects>. Also, the Applicant/(s) has/have satisfied himself/herself/themselves about the right, title, and capacity of the Firm to deal with the apartment and have understood all the limitations and obligation thereof.

The Applicant/(s) after having read and understood the same has applied for the allotment and has undertaken to abide by these terms and conditions, restrictions and limitations etc.

1. That the Applicant(s) is/are applying for the provisional allotment of an Apartment in the Group Housing Scheme of the Firm known as "NIMBUS THE PALM VILLAGE" being developed on the said allotted plot. The Applicant/(s) has full knowledge of laws, notifications and rules as applicable to the project area and the terms and conditions mentioned in the YEIDA's Laws & Bye – Laws & Brochure.

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2. That the Applicant/(s) has fully satisfied him/her/themselves about the interest and title of the Firm in the said allotted plot /project area.
3. That all payments in respect of the booked apartment shall be made through Demand Draft/Cheques/NEFT/RTGS in favour of IITL NIMBUS THE PALM VILLAGE COLLECTION A/C, A/c no. 925020004743745, IFSC Code : UTIB000000022, Axis Bank Ltd, Branch at Sector-16, Noida-201301 and the Firm shall not be responsible/accountable for any payment made to agent/broker/any third person. No payment shall be made by the Applicant/(s) in cash or vide a credit card and if any claim of cash payment is made by the Applicant/(s), then such claim shall be summarily rejected by the Firm.
4. That the Applicant/(s) shall to sign the Allotment Letter within seven days of this application being accepted by the Firm and make timely payment of the total price as per the PAYMENT PLAN opted, time being essence. Any revision in any kind of tax levied by the Government of India or Government of Uttar Pradesh shall be payable by the Applicant/(s) in addition to the above cost.
5. That the Applicant/(s) shall deduct the TDS if the total consideration of booked apartment is above Rs.50 lakhs in accordance with the applicable rates as per the Income Tax Act, 1961. Applicant/(s) shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt, and other relevant documents to the Firm as per the Act and rules made there under, as applicable to this transaction. Any delay in making the payment to Firm and /or taxes as aforesaid shall make Applicant/(s) liable to pay the interest to Firm and/or any penalty levied by the concerned authority(ies) in respect thereof.
6. That all taxes and statutory levies presently applicable in relation to the Apartment/Land under project, have been shown separately in the Price of the Apartment which are to be paid additionally. However, in the event of any further increase in the price of the land and or any fresh tax, GST, cess, duty or other levy by the Government or any other statutory authority, the same shall be payable by the Applicants/(s).
7. The additional compensation/price (if any) payable to any govt., authority or antecedent owners of the Projects Land/or any part of it if required to be paid by Firm after the date of booking as a consequence of any order from any Court of Competent jurisdiction or as directed by the govt. authority shall be charged additionally from the Applicant/(s) and the Applicant/(s) shall make payment of the same without any demur and shall not raise any objection for the same.

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8. That the timely payment of installments as per the Payment Plan shall be the essence of the Allotment. It shall be incumbent on the Applicant/(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the YEIDA's lease. If Applicant/(s) opted for Down payment /self financed flexi plan and failed to comply the payment schedule then his/her payment plan shall be compulsorily converted to Construction & time linked plan, and the rebates offered under above mentioned plans shall be automatically withdrawn without any prior intimation.
9. That the Firm shall have the right to cancel the booking of said apartment in such conditions;
- a) If the Allottee/(s) fails to execute and deliver to the Firm the Agreement for Sale within 30 (thirty) days from the date of allotment letter; in such cases the Firm shall serve a notice to the Allottee/(s) by e-mail/by hand/by post/by courier on the address given by the Primary Applicant for rectifying the default which or if not rectified within 15 (fifteen) days from the date of its receipt by the Primary Allottee, this Allotment can be treated as cancelled at the discretion of Firm, the Firm herein is entitled to forfeit the booking amount paid for the allotment.
- b) (I) If the Allottee fails to make payments for 2 (two) -consecutive demands made by the Firm as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the firm on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Firm must not be in default to take this benefit;
- (II) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Firm in this regard, the Firm may cancel the allotment of the Apartment infavour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Firm must not be in default to take this benefit;

Provided that the Firm shall intimate the Allottee about such termination at least thirty days prior to such termination.

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- (c) If the Allottee proposes to cancel/withdraw from the Project without any fault of the Firm, the Firm herein is entitled to forfeit the booking amount paid for the allotment.

In above conditions after cancellation of apartment firm shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on reallocation of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier.

After cancellation 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 Registration/Booking Amount shall be refunded by the Firm without any interest. No interest or any type of compensation whatsoever shall be payable by the Firm in such cases.

10. The delay in payment of installments shall attract interest @ MCLR+1 % p.a. calculated and payable from the due date of outstanding amount.
11. The Applicant/(s) hereby confirm, agree, and acknowledge that, if the booking of the said apartment is done through any Real Estate Agent or Broker, then in that event Firm shall not be held liable or responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. Applicant/(s) further agree and confirm that Firm shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with Applicant/(s).
12. That the layout plan of the entire Project as drawn by the Firm is subject to change, if deemed necessary by the Firm or as may be required by the regulatory authorities of YEIDA, or any other statutory authorities specified in this behalf. Such alternations may include change in the area of Apartment, floors, towers, number of Apartment, location and increase / decrease in the number of car parking slots and any other changes allotted to the Applicant/(s). All such changes either at the instance of the regulatory authorities or otherwise, shall be final and binding on the Applicant/(s). Further, subsequent to such changes if there is any increase / decrease in the super area of the Apartment or an Apartment becomes preferentially located, then revised price and/or PLC shall be payable / adjustable at the original rate at which the Apartment has been booked for allotment.

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13. The carpet area as given above is as per approved drawings. However, the Firm shall reconfirm the final Carpet area that has been allotted to the Applicant(s) after the construction of the building is completed, by furnishing details of the changes, if any, in the carpet area the total price payable for the carpet area shall be recalculated upon confirmation by Firm. If there is any reduction in the carpet area then Firm shall refund the excess money paid by the Applicant/(s). If there is an increase in the carpet area allotted to the Applicant/(s), shall pay an additional amount to firm at the same rate per square meter and before taking possession of the apartment.
14. In case the Competent Authorities grant any additional FAR / construction rights over the Project Lands, the same shall be available to the Firm, to the exclusion of all others.
15. That it may be possible on account of any change in the layout or building plans or for any other reason, the project may not include the Apartment allotted to the Applicant/(s). In such an event, the Allottee shall be offered a similar Apartment at the alternate location within the Project. However, in the event there is no alternate Apartment available or if available, not accepted to the Applicant/(s), the total consideration received against the Apartment shall be refunded along with simple interest at a rate of MCLR+1% per annum from the date of receipt of each payment from the Applicant/(s) and such refund shall be made within a period of sixty (60) days.
16. That the images, audio-visuals, show apartment in the marketing documents/ presentations/prospectus/ website or anywhere else by the Firm may show additional features, external views, internal views, elevations, façade, colour schemes, additional fixtures, loose furniture, etc. to provide the Applicant/(s) or prospective Applicant/(s) the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Applicant/(s) and the committed layout and specifications are as detailed separately in this agreement and its annexures.
17. That the Applicant/(s) having opted for car parking and if allotted then such car parking space shall form an integral part of the Apartment and cannot be transferred independent of the Apartment. Any additional Car parking space may be allocated upon request on a first-come-first-served basis but at the sole

Signature of First Applicant

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discretion of the Firm, subject to availability and upon payment of such charges as may be decided by the firm. The firm's decision in this regard shall be final. The Applicant/(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. Allotment of Car Parking space in the project shall be allotted as and where available in the project.

18. The Applicant/(s) agrees and undertakes to pay all charges on actual basis towards electricity, water and sewerage connection, electricity meter and water meter, if any, maintenance charges for upkeep and maintenance of various common services and facilities [excluding internal maintenance within the apartment] etc, as may be levied by Firm or condominium/association of apartment holders at the Project/Project or by the maintenance agency/property manager appointed for the said purpose by Firm. The Applicant/(s) acknowledge that Firm is entitled to charge advance maintenance charges for a period of 1 (one) year which will be calculated from the period starting from expiry of three months from the date of sending Offer of Possession.
19. That subject to the restrictions and limitations in the YEIDA Lease Deed, the Applicant/(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 Firm's payment schedule will rest exclusively on the Applicant/(s). In the event, the Applicant/(s) loan not being disbursed, sanctioned or delayed, the payment to the Firm as per schedule shall not be delayed by the Applicant/(s) and in the event of default in payment as per the Payment Plan the Applicant/(s) shall be liable for consequences including cancellation of the allotment.
20. This application is non-transferable or assignable without the prior written consent of the Firm. The Applicant/(s) shall not sell, transfer, let out and/or deal with the apartment in any manner whatsoever without obtaining the prior written permission of the Firm till full amounts in relation to the apartment have been received by the Firm and Applicant/(s) has taken possession of it.
21. If any of the cheques of the Applicant/(s) gets dishonored for any reason whatsoever, Firm shall be fully entitled at its sole discretion, to cancel the Booking and to forfeit Booking cum Earnest Money along with Non-Refundable Amounts. However, Firm may, at its sole discretion, after its right to cancel the booking by charging cheque dishonor charges as applicable provide the

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Applicant/(s) promptly pay all the due amount along with interest. In case, the Firm persist with cancellation of Booking for the reasons of Dishonor of any cheque used by the Applicants/(s), the Firm has apart from other rights and claim against the Applicant/(s) i.e. forfeiture of Booking cum Earnest Money Amount along with Non-Refundable Amounts, the Firm has a legal right to initiate appropriate legal proceeding against the Applicants/(s) resulting from such dishonor of cheque.

22. The Completion Time Period shall stand reasonably extended on account of (i) any force majeure events like Pandemic, Lockdown, Natural Disaster, NGT restrictions, construction ban or any delay caused by the government authorities in granting approvals, affecting the regular development of the real estate project and/or (ii) reasons beyond the control of the Firm and/or its agents and/or (iii) due non-compliance on the part of the Applicant/(s) including on account of any default on the part of the Applicant/(s). The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly excluded from agreed possession date.
23. The Firm is absolutely free and competent to offer the possession of apartment on achieving the state under the Deemed Completion Category as envisaged by UPRERA. The expression 'Deemed Completion' shall mean and construed as per letter of Uttar Pradesh Real Estate Regulatory Authority bearing Ref. No. 8208/U.P. RERA/20th Meeting/Office Order/2019 -20 dated 16.9.2019, Deemed Completion means when Firm has all essential 4 (Four) NOC's namely, Electrical safety certificate, Fire safety certificate, Structural engineer's certificate and Lifts installation / safety certificate and accompanying the above NOC's once the Firm had submitted application to the Authority for grant of its OC/or Part OC as the case may be & there is no communication regarding rejection or discrepancies in submitted application, in that case from 8th working day counted from submission of application, it will be treated as Deemed Completion.
24. The Applicant/(s) is aware that for the purposes of maintenance and management of the Project, the Firm would be appointing a facility management company, at its sole discretion without any reference to the Applicant/(s) and other occupants of the Project on such terms and conditions as the Firm may deem fit and the Applicant/(s) agrees and consents of the same. The Applicant/(s) acknowledges that the Firm may also retain some portion / apartments in the project which may be subject to different terms of use as may be permissible under law, and the Applicant/(s) shall not raise any objections with respect to the same.

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Signature of Co- Applicant

25. That if the Applicant/(s) is having NRI/ PIO status or if is a foreign national(s) then he/she 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 such 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 amount paid towards booking and further other payments will be returned by the Firm as per applicable rules without any interest and the allotment shall stand cancelled forthwith and that the Firm shall not be liable in any manner on such account.
26. That it shall be the responsibility of the Applicant/(s) to inform the Firm in writing if there are any subsequent changes in their Address or other relevant contact details otherwise the address/contact details given by the Applicant/(s) shall be used for all correspondence and such correspondence shall be deemed to have been received by the Applicant/(s). Any communication made to the Primary Applicant/(s) shall be deemed to be made to both or all Applicant/(s).
27. That upon completion of Apartment and receipt of full consideration and other charges, if any payable by the Applicant/(s), a Tripartite sublease deed shall be executed in favour of the Applicant/(s) on the format approved by the YEIDA. All expenses towards execution of the said sub-lease deed shall be borne by the applicant/(s)/allottee/(s).
28. That the allotment of Apartment is at the discretion of the Firm and the Firm has a right to reject any offer/application without assigning any reason. In the event the Firm decides to reject any offer/application for allotment of Apartment, the Firm shall not be obliged to give any reason for such rejection and any such decision of the Firm rejecting any offer/application for allotment of Apartment shall be final and binding. Further, for avoidance of doubt, it is clarified that the allotment of an Apartment pursuant to the application made by the Applicant/(s), being purely provisional in nature, cancellation of Allotment for any reasons whatsoever shall not entitle the Applicant/(s) to or give rise to a cause of action for any injunctory relief or a relief of specific performance.
29. That after execution of Agreement For Sale between the Applicant/(s) & Firm all the terms & conditions contained in the Agreement For Sale shall prevail upon the conditions contained in this application form.

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

30. That Stamp duty, registration charges, and other expenses incidental thereto as applicable at the time of registration of Agreement to Sale and Conveyance Deed /Sub Lease Deed in respect to the apartment shall be borne solely by Allottee/(s).

31. This application does not give me any rights or any interests in the said property and the money paid by me against this application shall be like advance/token money and this application does not make me an Allottee/(s) till the Firm issues me an Allotment Letter or signs an Agreement for Sale.

32. That Courts at NCT of Delhi shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.

I/We, the Applicant/(s) herein 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/(s) herein unequivocally agree, affirm and undertake to abide by the terms and conditions as mentioned herein.

Further, the Firm reserves the right to suitably amend the terms and conditions as specified herein.

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

For Office Use Only

1. Name, Designation and Signature of the receiving officer.....
2. Amount Received Receipt No.....
3. Booking : Direct / Sales Organiser
4. Name of Sales Organiser.....
5. Registration No. of Sales Organiser.....
6. KYC done by
7. Application Accepted / Rejected (Along with reason of rejection)
.....
.....
.....
8. Date of Acceptance / Rejection.....
9. Apartment No. Allotted
10. Name, Designation and Signature of the officer approving the apartment no.....
11. Remarks, if any
.....

For IITL-NIMBUS THE PALM VILLAGE

Authorised Signatory

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

FOR OFFICE USE ONLY

Checklist for receiving officer

Tick
please

- | | |
|--|--------------------------|
| 1. Booking amount cheques/DD | ☐ |
| 2. Customer's Signature on all pages of the application form | ☐ |
| 3. Copy PAN Card/Form 60/Undertaking | ☐ |
| 4. Address Proof and photographs | ☐ |
| 5. Self attested photographs | ☐ |
| 6. Copy of Cancelled Cheque | ☐ |
| 7. Email ID and Mobile no. of the Applicant/(s) | ☐ |
| 8. For Companies: Certified copies of MOA & AOA and Certified true copy of the Board Resolution | ☐ |
| 9. For Foreign Nationals of Indian origin: Passport photocopy/Funds from NRE/FCNR A/c | ☐ |
| 10. For NRI: Passport photocopy & Payment through NRE/NRO A/c | ☐ |
| 11. Authorization/POA duly attested where a person is signing the application Form on someone's behalf | ☐ |
| 12. For Partnership Firm: Partnership deed and authorization to purchase | ☐ |

Sig. of Sole/First Applicant

Sig. of Co-Appllcant(s)

Signature of First Applicant

Signature of Co- Applicant

Signature of Co- Applicant

Declaration and Undertaking by the Applicant

I/We, the undersigned Applicant(s), hereby declare, confirm, and undertake as under in connection with the booking of Unit No. _____ in the project “**NIMBUS THE PALM VILLAGE**” (the “**Apartment**”), being developed by **M/s IITL-Nimbus The Palm Village** (the “**Promoter**”):

I/We acknowledge that the RERA Registration Number of the Project is **UPRERAPRJ558356/04/2024**. The marketing & sales office address of the Promoter is **1010-1012, 10th Floor, Narain Manzil, 23 Barakhamba Road, New Delhi – 110001**. The official websites of the Promoter are www.nimbusrealty.in and www.nimbusgroup.net and the official contact numbers of the Developer is **011-43020300**.

I/We further confirm that I/We have conducted my/our own due diligence, have verified all details of the Project on the RERA website, and am/are fully satisfied with all aspects of the Project.

1. Acceptance of Documents

I/We confirm that I/We have carefully read, understood, and unconditionally accepted all the terms, conditions, specifications, payment plans, and provisions mentioned in this Booking Form, the Application Booklet/Brochure, and all annexures attached hereto.

2. No Cash Payments

I/We acknowledge and confirm that the Promoter follows a strict policy of not accepting any cash payments towards the booking amount, instalments, or any other consideration in respect of the Apartment or any ancillary services/transfer charges.

3. Unauthorised Payments

I/We further confirm that no payment has been made by me/us in cash. Any cash payment, if made by me/us to any officer, employee, agent, broker, or representative of the Promoter, shall be deemed unauthorised, invalid, and not binding upon the Promoter. I/We hereby expressly and irrevocably waive all claims, demands, or liabilities against the Promoter arising out of such unauthorised payments and undertake to bear sole responsibility for the consequen

4. No QR Code Payments

I/We am/are aware that the Promoter does not have any QR Code and does not accept QR Code payments or cash payments from customers for booking or for any other transaction related to the Apartment.

5. Payments from Applicant's Own Account Only

I/We undertake that all payments towards booking amount, instalments, dues, charges, or any other consideration shall strictly be made only from my/our own bank account(s). No payment shall be made from any third party or any entity not recorded as an Applicant (Allottee) or Co-Applicant (Co-Allottee).

6. Third-Party Payments

I/We acknowledge that any payment received or attempted to be made from a third party shall be liable to be rejected, and the Promoter shall not be responsible for any consequences arising therefrom.

7. Permitted Modes of Payment

I/We confirm that all payments shall be made only in favour of the Promoter through permissible banking channels such as Demand Draft, Cheque, NEFT, RTGS, or IMPS.

8. Reporting of Illegal Demands

If any person demands cash payment or offers any services or benefits in lieu of cash in connection with the booked Apartment, I/We undertake not to comply with such demand and shall immediately report the same to the Promoter at info@nimbusgroup.net.

9. No Liability for Payments to Agents/Brokers

The Promoter shall not be responsible or accountable for any payment made to any agent, broker, or third person. Any claim of cash payment made by the Allottee(s) shall be summarily rejected, and the Promoter shall bear no liability whatsoever for such payments.

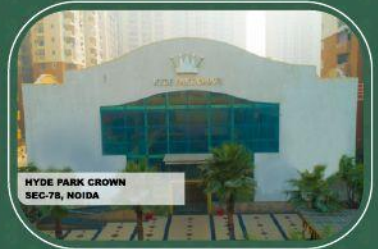
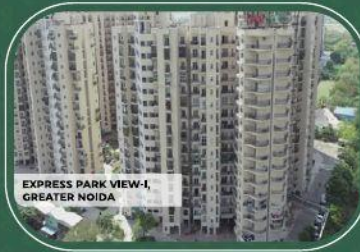
Applicant(s) Signature(s): _____

Name(s): _____

Date: _____

Place: _____

SUCCESSFUL PROJECTS



CHEQUE / DD SHOULD BE DRAWN IN FAVOUR OF IITL NIMBUS THE PALM VILLAGE COLLECTION A/C

Follow us



Registered Office:

M/S "IITL NIMBUS THE PALM VILLAGE"

1012, 10th Floor, Narain Manzil, 23, Barakhamba Road, New Delhi- 110001

Phone: +91 11 43020300

Site Address:

Plot No - GH03, Sector 22A, Yamuna Expressway Industrial Development Area
Distt. Gautam Budh Nagar - U.P

For Sale Queries Call: +91 8010 200 555 | Email: info@nimbusgroup.net

www.nimbusrealty.in / www.nimbusgroup.net