



**OMAXE**  
**Chowk**  
CHANDNI CHOWK

**RERA Registration No. DLRERA2019P0005**

## APPLICATION FORM FOR NON-LOCKABLE UNIT

<b>To,</b>	<b>Date:</b>
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**M/s Omaxe Heritage Pvt. Ltd.**  
**(Formerly known as M/s Ansh Builders Pvt. Ltd.)**  
**10 LSC, Kalkaji, New Delhi-110019**

(Sole/First Applicant )

(Co-Applicant Details )

Dear Sir,  
 I/we, the undersigned, apply for allotment of Non Lockable unpartitioned Commercial Space being part of larger commercial space (herein referred to as said '**Unit**') in "Omaxe Chandni Chowk, Multi-level Car Parking along with Commercial Complex" (popularly known as "Omaxe Chowk, Chandni Chowk") being developed and constructed under lawful arrangements by M/s Omaxe Heritage Pvt. Ltd. (Formerly known as M/s Ansh Builders Pvt. Ltd (CIN: U45200DL2008PTC172543), a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110019, India (herein referred to as "**Promoter**") on land situated at H.C. Sen Marg, Gandhi Maidan, Chandni Chowk, Delhi- 110 006.

In the event of your agreeing to allot the said Unit, I/we agree and undertake pay the Total Price as per Annexure -A and to abide by the basic terms and conditions attached to this Application Form and being part thereof and also agree to sign and execute, as and when desired by the Promoter, the Agreement and I/we shall accept the specifications pertaining to the Unit and shall pay the Total Price of the said Unit as and when demanded by the Promoter.

Signature of Applicant(s)

X

X

I/we hereby remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards part booking/booking money for allotment of said Unit as per following details.

**CHEQUE/BANK DRAFTS DETAIL:-**

S. No.	CH./ BANK DRAFT NO.	DATED	AMOUNT (in Rs.)	DRAWN ON BANK	CHEQUE CLEARANCE DATE (For Office Use Only)
1					
2					
3					
4					
TOTAL					

I/we clearly understand that this application does not constitute an Agreement and I/we do not become entitled to the allotment of said Unit notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Agreement and/or such other documents as may be required by the Promoter (depending on the option availed) that the allotment shall become final and binding upon the Promoter. If, however, I/we cancel/withdraw this application or I/we fail to sign/execute and return signed Agreement within thirty (30) days from its dispatch by the Promoter or I/we fail to sign/execute and return signed Agreement and get the same registered as notified by the Promoter, then the Promoter may at its discretion treat my/our application as cancelled and the part booking/booking money paid by me/us shall stand forfeited.

I/we further agree to pay the installments and additional charges/cost as per the Payment Plan (opted by me/us), as shown in the Annexure-B and/or as stipulated/ demanded by the Promoter, failing which the application/ allotment shall stand cancelled and the part booking/booking amount paid along with interest, if any shall be forfeited by the promoter. My/our particulars are given hereinafter:

Signature of Applicant(s)

X

X

## Applicant's Particulars for Reference and Record

\*To be filled in BLOCK LETTERS by the applicant

	SOLE / FIRST APPLICANT DETAILS	CO- APPLICANT DETAILS
Full Name (in capital)		
Date of Birth		
S/o, W/o, D/o, C/o		
PAN		
Aadhar No.		
Nationality		
Residential Status		
Profession		
Passport No.		
Permanent Address		
Office Address		
Mobile No.		
Email Id		
Marital Status		
Address for Communication		

Signature of Applicant(s)

X

X



**DETAILS OF SAID UNIT / NON-LOCKABLE UNIT****NON LOCKABLE UNPARTITIONED COMMERCIAL SPACE:**Bearing No  Floor Carpet Area: Sq. Ft.  Sq. Mtr. Super Area: Sq. Ft.  Sq. Mtr. **BEING PART OF LARGER COMMERCIAL SPACE**Bearing No  Floor Carpet Area: Sq. Ft.  Sq. Mtr. Super Area: Sq. Ft.  Sq. Mtr. **DETAILS OF PRICING: As per Annexure - A****ITA INFORMATION****Remarks (if any):**

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**ITA Signature With Seal:**ITA RERA Reg. No.: Company ASO Code : **DECLARATION**

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked Unit by the Promoter, if the enclosed document/ information found to be forged or faked. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the 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 Promoter 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 Promoter shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid Unit through my/our aforesaid ITA (Investment and Transaction Advisor) and I/we shall be liable and responsible for any action/inaction of aforesaid ITA in respect of aforesaid Unit, and shall not hold the Promoter responsible for the same. My/our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Unit then I/we shall provide NOC from my/our aforesaid ITA.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

**Name of the Applicant(s)****Signature of the Applicant(s)**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Note: i). All Cheque/ Drafts to be made in favor of "Omaxe Heritage Private Limited Omaxe Chandni Chowk Collection A/C" payable at par only.  
ii). Persons Signing the Application Form on Behalf of other person/firm/company shall file proper Authorization/Power of attorney.

Signature of Applicant(s)

X

X

**ITA DECLARATION**

(\*To be filled by the ITA in case of ITA Booking)

I \_\_\_\_\_ authorized signatory of M/s \_\_\_\_\_ having RERA Reg. No. \_\_\_\_\_, do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/ information found to be forged or faked and resultant cancellation of booked Unit by the Promoter. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

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Signature of the ITA with stamp

**SPECIMEN SIGNATURES (APPLICANTS)**

First Applicant Signature	
Specimen One	Specimen Two
Co/Second Applicant Signature	
Specimen One	Specimen Two

**CHECKLIST**

- Application Form is completely filled with photographs and duly signed by the Applicant(s)
- Four Specimen Signatures have been made by the Applicant(s)
- Cheque for Booking Amount is in proper name and duly signed and dated
- Self-attested copies of PAN card and AADHAAR Card of all applicants are attached with the form
- Self-attested copy of Passport for all foreign Nationals of Indian Origin is attached with the form
- Address Proof and other relevant documents are attached with the form

Remarks (if any):

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**Booked By**  
**EMPLOYEE NAME & ID**

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**Checked By**  
**EMPLOYEE NAME & ID**

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**Approved By**  
**EMPLOYEE NAME & ID**

Signature of Applicant(s)

X

X

## Terms & Conditions for Non Lockable Unit

1. I/we have applied for allotment of Divided unpartitioned commercial space being part of Larger Commercial Space (Non-Lockable Unit) (hereinafter referred to as **“said Unit”**, more particularly described in **Schedule-A** in “Omaxe Chandni Chowk, Multi-level Car Parking along with Commercial Complex” (**“said Project”**) (popularly known as “Omaxe Chowk, Chandni Chowk”) being developed and constructed under lawful arrangements by M/s Omaxe Heritage Pvt. Ltd. (Formerly known as M/s Ansh Builders Pvt. Ltd.), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 10 Local Shopping Centre, Kalkaji, New Delhi-110 019, India (herein referred to as **“Promoter”**) on plot of land admeasuring 18,524 sq. mts. (herein after referred to as **“said Plot of Land”**) situated at H.C. Sen Marg, Gandhi Maidan, Chandni Chowk, Delhi-110 006 allotted by North Delhi Municipal Corporation (**“North DMC”**) on leasehold basis for a period of 99 years from the date of hand over of possession of the said Plot of Land, i.e., 10.07.2018 (**“Effective Date”**) in favour of the Promoter vide Concessionaire Agreement dated 10.07.2018
2. I/we hereby agree and understand that as per the terms of the Concessionaire Agreement, the Promoter has agreed to construct parking spaces and retail commercial spaces in the said Project as per sanctioned plans and has agreed to manage and operate the parking spaces for a period of five years since functioning of the car parking or January' 2026, whichever is earlier and there after the Promoter has agreed to transfer and hand back peaceful possession of minimum 1754 ECS parking spaces on Basement Levels constructed as additional ECS to North DMC free of cost in good operable condition and in functional state without any liability and shall be entitled to retain balance parking spaces for the balance lease period after handing over peaceful possession of minimum 1754 ECS parking spaces to North DMC. Further, the Promoter, following the construction and completion of the commercial facilities in full or in part and until the end of lease period is entitled to undertake the maintenance of the commercial facilities including the common areas and common facilities & amenities either through itself or through its appointed agency and shall be entitled to levy, collect, retain and appropriate common area maintenance charges from me/us and parking fee from me/us or from any other visitor using the parking facility to recover its investment.
3. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
4. Before applying for allotment of said Unit, I/we have verified the terms/conditions of allotment and price of the said Unit with other Developers in the vicinity and have fully satisfied myself/ourselves about the terms, conditions, price of the said Unit and nature of rights, title, interest of the Promoter in the said Project, which is being developed/constructed by the Promoter as per prevailing byelaws/guidelines of the concerned competent authority (hereinafter referred to as **“said Authority”**) and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof. I/we further agree and undertake to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority in this regard to the Promoter.
5. I/we acknowledge that the Promoter, as and when demanded by me/us, has provided all information & clarifications as required by me/us about the said Project and that I/we have relied on data/matters/things as specifically represented in this Application and on my/our own judgment and investigation(s) for applying for allotment of the said Unit. Further, I/we have gone through all the information/documents with respect to the Project as provided in NCT, Delhi RERA Website [www.rera.delhi.gov.in](http://www.rera.delhi.gov.in).
6. I/we hereby understand that the Promoter shall confirm to the final carpet area of said Unit that has been allotted to me/us after the occupancy certificate is granted by the Authority, 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 the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by me/us within forty five days with annual interest at the rate prescribed in the Real Estate (Regulation and Development) Act, 2016 (**“Act”**), National Capital Territory of Delhi Real Estate (Regulation and Development) (General) Rules, 2016 (**“Rules”**) and Regulations framed thereunder by the concerned State Government, from the date when such an excess amount was paid by me/us. If there is any increase in the carpet area allotted to me/us which is not more than 3 % of the carpet area of the Unit, then the Promoter may demand that from me/us as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the booking rate. However, if the Promoter has given any discount/concession to me/us at the time of booking, I/we agree that I/we shall not be entitled to claim such discount/concession from the Promoter if I/we am/are required to pay towards increase in the area of the said Unit to the Promoter
7. I/we have examined the title, building plans, designs and specifications of the said Project and being fully satisfied with the terms of the relevant documents and the conditions and limitations therein in every respect, have approached the Promoter for allotment of said Unit earmarked for usage as per the zoning finalized by the Promoter to maintain the envisaged ambiance/aesthetics of the development of the said Project. The said Unit shall always be used for the earmarked purpose as per zoning finalized by the Promoter as it shall be an essential condition for allotment of the said Unit. Any change in the specified use, which is not in consonance with the theme of the said Project and/or is detrimental to the success or ambiance of the said Project or detrimental to the public interest will be treated as a breach of the terms of allotment entitling the Promoter to cancel the allotment/sale.

Signature of Applicant(s)

X

X

8. I/we hereby agree that since the Non Lockable Unit/said Unit forms part of Larger Commercial Space, the said Unit is agreed to be purchased by me/us under exclusive condition that the said Unit shall not be treated as separate unit and shall always form as part and parcel of the Larger Commercial Space and the attached services area thereto. The Applicant(s) of the other Non Lockable unpartitioned commercial spaces in the Larger Commercial Space have jointly and collectively applied to/purchased the Larger Commercial Space (including the attached services area) as a single, composite and Non Lockable unit, in which they individually have Non Lockable interest. I/we unequivocally agree, confirm and consent that upon execution and registration of Sub Lease Deed of the Non Lockable Unit in my/our favour, only deemed, virtual and legal possession of the said Unit shall be bestowed by the Promoter to me/us. I/we hereby further agree and undertake as follows:
- (a) I/we shall never demarcate/ draw boundary or partition by metes and bounds etc. my/our Non Lockable unpartitioned commercial space/Unit out of the Larger Commercial Space nor demand the same from the Promoter.
  - (b) I/we shall neither claim the sub-division, demarcation, alienation of my/our Non Lockable unpartitioned commercial space /Unit from the Larger Commercial Space nor shall claim the physical possession of the Unit nor shall do or omit to do any act which may result in any disturbance to other Allottees of other Non Lockable unpartitioned commercial spaces forming part of Larger Commercial Space.
  - (c) the said Non Lockable Unit shall always be used for the sole purpose of operating the "Larger Commercial Space" on long term lease basis with any brand and the operation in the said Unit as a part of the Larger Commercial Space shall neither be stopped/ discontinued nor be opted out, withdrawn or used for any other purposes by me/us.
  - (d) I/we shall not do or permit to be done any act or thing which may render void or defeat the purpose of operation of said Larger Commercial Space.
9. I/we understand and agree that the Promoter may make any changes in the approved layout plan, sanctioned plan of the Project and nature of amenities in terms of the Act, Rules and Regulations framed thereunder. The Promoter is entitled to make such minor additions or alterations as may be required by me/us or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by an authorized Architect or Engineer. The Promoter will intimate to me/us about such minor additions or alterations in due course of time.
10. The Promoter may develop the project in a phased manner and every Phase therefore will be considered a standalone Real Estate Project.
11. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10 % of Total Price of the said Unit shall collectively constitute the Booking Amount.
12. I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Unit is the essence of the terms of the booking. I/we agree to make all payments within time as per details of pricing as mentioned in **Annexure A** and Schedule of Payments mentioned in **Annexure-B** and/or as may be demanded by the Promoter from time to time and I/we agree that the Promoter is under no obligation to send demand/ reminders for payments. I/we understand and agree that in case I/we fail to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard I/we shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules
13. In case I/we fail to make payments for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, I/we hereby authorize the Promoter to cancel the allotment of the said Unit and forfeit out of the amounts paid by me/us the Booking Amount as aforementioned together with any interest on installments, interest on delayed payment due or payable, brokerage, ITA commission etc. The amount, if any, paid over and above the Booking Amount, interest on delayed payment due or payable, brokerage, ITA commission etc. shall, however be refunded to me/us or to financial institution, as the case may be by the Promoter without any interest after compliance of certain formalities by me/us and the Agreement executed between the Promoter and me/us shall thereupon stand terminated and I/we shall be left with no right, title, interest, lien etc. on the said Unit. The Promoter shall intimate me/us about such termination at least 30 days prior to such termination.
14. If any discount/ concession has been given by the Promoter in the Total Sale Price/payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied cost, then I/we hereby authorize the Promoter to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of Total Price of the said Unit, which I/we hereby agree to pay immediately.
15. The Promoter will offer deemed, virtual and legal possession of Non Lockable Unit to me/us until the Project completion date as stated in RERA registration certificate, subject to force majeure circumstances as stated in Concessionaire Agreement ("**Force Majeure**") and reasons beyond the control of the Promoter with a reasonable extension of time for possession subject to making of timely payment of installments to the Promoter by me/us.

Signature of Applicant(s)

X

X



16. Subject to the Force Majeure, the Promoter shall be considered under a condition of Default, if the Promoter fails to provide deemed, virtual and legal possession of Non Lockable Unit to me/us within the period specified hereinabove or fails to complete the Project within the stipulated time upon obtaining occupation/completion certificate, as the case may be, from the competent authority. In such case, I/we shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by me/us towards the purchase of the said Unit along with interest at the rate prescribed in the Rules within 45 days of receiving the termination notice. If I/we do not intend to withdraw from the project or terminate the Agreement, I/we shall be paid by the Promoter, interest at the rate prescribed in the Rules for every month of delay till the offer of possession of the said Unit after receipt of occupation/completion certificate which shall be paid by the Promoter to me/us within forty five days of it becoming due.
17. I/we hereby agree that in case of cancellation of booking of the said Unit by me/us, I/we shall submit 'No Objection Certificate' from the concerned ITA, if any, in this regard.
18. I/we agree to make all payments within time in terms of schedule of payments as mentioned in **Annexure-B** and/or as may be demanded by the Promoter from time to time without any reminders from the Promoter through demand drafts/cheques drawn upon scheduled banks in favor of "Omaxe Heritage Private Limited Omaxe Chandni Chowk RERA Collection A/C" payable at par.
19. I/we further agree that in case I/we make any payment towards the said Unit from any third party account, then I/we shall ensure that there would be no claim by such third party in the said Unit against the payment made from third party account and I/we further agree that the Promoter shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third party account then I/we hereby agree to submit a declaration signed by such third party to the Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue receipt of such payment made by me/us from third party account.
20. Assignment of allotment of the said Unit by me/us shall be permissible at the discretion of the Promoter on payment of such administrative cost as may be fixed by the Promoter from time to time, provided that I/we and my/our assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.
21. All statutory charges, taxes, cess and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Promoter. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that all applicable taxes shall be payable in accordance with the opted payment plan for payment of Total Price of the said Unit. If I/we fail to disburse the installment along with applicable tax on Total Price of the said Unit in timely manner, in such eventuality, any such unpaid tax shall be construed as unpaid payment of Total Price of the said Unit and I/we shall be liable to pay the due installments along with due taxes and interest, as applicable.
22. I/we hereby agree and understand that in terms of the Concessionaire Agreement, the Promoter, following the construction and completion of the commercial facilities in full or in part and until the end of lease period of the Project has to undertake the maintenance of the commercial facilities including the common areas and common facilities & amenities either through itself or through its appointed agency ("**Maintenance Agency**") and is entitled to levy, collect, retain and appropriate common area maintenance charges from me/us and parking fee from me/us or any other visitor using the parking facility to recover its investment. Thus the Promoter shall be responsible to provide and maintain essential services in the Project either through itself or through Maintenance Agency till the expiry of lease period as per the terms of the Concessionaire Agreement and thereafter till taking over of the maintenance of the common area excluding parking and its circulation area and terrace area of the Project by the Association of Allottees formed by the Promoter in this regard. For the period beyond the lease period, the Promoter shall take necessary measures to ensure continuous operations and maintenance of commercial facilities. The charges of such maintenance for 1 (one) year from the date of issuance of occupancy certificate for the Project has not been included in the Total Price of the Unit as given in **Annexure-A** and such cost of maintenance for 1 (one) year shall be charged by the Promoter at tentative estimated rate upon offer of possession of the Unit and the same shall be paid by me/us. The one year advance maintenance charges are calculated and demanded on the basis of tentative estimation, which may be changed as per actuals at the time of offer of possession of the said Unit and in case of any increase or decrease in the said amount, the same shall be additionally paid by me/us on demand or adjusted in the subsequent bills. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Promoter/Maintenance Agency from the date of commencement of maintenance services by the Promoter/Maintenance Agency in the said Project, whether the Unit is physically occupied by me/us or not. I/we further agree to make payment of monthly maintenance charges in respect of the said Unit regularly on monthly basis as per bills raised by the Promoter/Maintenance Agency. Till the taking over of the maintenance of the project by the Association of Allottee(s), the Promoter will continue providing maintenance services and to collect the amount of maintenance charges enhanced by 10% over and above the last paid maintenance charges. Further, in case of non-payment of maintenance charges by me/us within the time specified, I/we shall be liable to pay maintenance charges along with interest at the rate of 1% per month and non-payment of maintenance charges shall also disentitle me/us to the enjoyment of common services including electricity, water etc. In case I/we fail to pay one year advance maintenance charges within a period of 30 days from demand, then in such case I/we hereby

authorize the Promoter to adjust such advance maintenance charges along with applicable tax, cess etc. payable to the Promoter/ Maintenance Agency from the date of issuance of occupancy certificate for the Project. In such case, I/we agree to pay shortfall in the IFMS within next 30 days to the Promoter/Maintenance Agency.

23. The abovementioned one year advance maintenance charges are calculated and demanded on the basis of tentative estimation, which shall be subject to change as per actuals at the time of offer of possession of the said Unit and in case of any increase or decrease in the said amount, the same shall be additionally paid by me/us on demand or adjusted in the subsequent bills.
24. I/we hereby agree that upon completion of the said Project/Building, I/we shall enter into a Maintenance Agreement with the Promoter or any nominated maintenance agency or other body as appointed by the Promoter from time to time for the maintenance and upkeep of the common areas and common services of the said Project and I/we hereby undertake to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Promoter or its nominated maintenance agency
25. I/we hereby agree to pay to the Promoter, Interest Free Maintenance Security (IFMS) in order to secure adequate provision of the maintenance services and for my/our due performance in paying promptly the Maintenance Charges/ Bills as and when demanded by Promoter/Maintenance Agency and other charges as raised by the Promoter/Maintenance Agency from time to time.
26. I/we hereby agree that in the interest of majority of Allottees, to keep the Project lively, action packed and to attract more and more customers/visitors so as to increase the footfall in the Project and as per Concessionaire Agreement with North DMC, the Promoter either itself or through its nominated agency shall be responsible to provide and maintain essential services in the Project and shall endeavor to make optimum use of common areas including the atrium and terrace by organizing promotions/ displays/ events/ exhibitions, putting up stalls/ kiosks etc. therein and I/we shall have no objection to the same. The Promoter hereby agrees that it shall not burden the Allottees with any cost and expenses in this regard and shall manage such activities out of the revenue generated from such activities. I/we hereby agree that I/we shall not claim ownership over apparatus, equipment, furniture, fittings, fixtures installed/placed by the Promoter or Maintenance Agency or any other party in common areas, atrium, and terrace in the said Project nor shall claim any revenue generated from these common areas.
27. I/we hereby agree to become the member of Association of Allottees for availing the Maintenance Services of the Project upon the Promoter handing over the same to the Association of Allottees. Further the Promoter shall have the right to transfer the balance IFMS after adjusting there-from my/our outstanding maintenance bills, if any and/ or other outgoings to such Association of Allottees/Maintenance Agency, as the Promoter may deem fit, and thereupon the Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, my/our refund and/ or claims, if any, on account of the same.
28. If I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we 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/ Promoter, the amount paid towards booking and further consideration will be returned by the Promoter as per applicable Rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Promoter will not be liable in any manner on such account
29. The Promoter shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant to the Promoter. Loans from financial institutions to finance the said Unit may be availed by me/us. 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 Unit and I/we hereby agree to pay the sale consideration of the aforesaid Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, I/we shall not make such refusal an excuse for non-payment of further installments/dues.
30. In case the Promoter is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Promoter shall refund the amount paid by me/us as per prevailing law.
31. Upon execution and registration of the Sub Lease Deed of Non Lockable Unit in my/our favour, the deemed, virtual and legal possession of Non Lockable Unit will be given by the Promoter to me/us and actual physical possession of Non Lockable Unit shall be retained by the Promoter for operation of business on long term lease basis in favour of any brand as part of Larger Commercial Space.
32. I/we shall before taking deemed, virtual and legal possession of Non Lockable Unit, must clear all the dues towards the said Unit and have the Conveyance/Sub Lease Deed for the said Unit executed in my/our favor by the Promoter after paying applicable stamp duty, registration fee and other legal charges/expenses.

Signature of Applicant(s)

X

X

33. I/we shall use/cause to be used the said Unit for designated commercial purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the said Unit and forfeiture of the Booking Amount and other dues as stated hereinabove and I/we agree to compensate the Promoter for all losses caused to the Promoter resulting there from.
34. I/we shall have no objection in case the Promoter 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 deemed, virtual and legal possession of Non Lockable Unit to me/us.
35. I/we shall get my/our complete address and e-mail ID registered with the Promoter at the time of booking and it shall be his responsibility to inform the Promoter through letter by Registered A.D. 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 there from. I/we hereby agree that the Promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Promoter.
36. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Agreement, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Agreement in this regard.
37. In case there are joint applicants, all communications shall be sent by the Promoter 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
38. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the booking money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
39. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Said 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 at the joint option of the parties. 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. Subject to arbitration as referred above, the Courts at Delhi/RERA, NCT of Delhi shall have jurisdiction in case of any dispute.

Signature of Applicant(s)

X

X

## DECLARATION

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us. I/we have sought detailed explanations and clarifications from the Promoter and the Promoter 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 Promoter 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 qua the said Unit. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

Name of Applicant (s)

Signature of Applicant(s)

DATE

PLACE

Signature of Applicant(s)

X

X



**SCHEDULE-A**

**DETAILS OF NON LOCKABLE UNIT/SAID UNIT**

All that Non Lockable unpartitioned Commercial Space bearing No. \_\_\_\_\_/\_\_\_\_\_ having carpet area admeasuring \_\_\_\_\_ sq. fts./\_\_\_\_\_sq. mts. and super area admeasuring \_\_\_\_\_sq. fts./\_\_\_\_\_sq. mts. [the “said Unit”] being Non Lockable indivisible part of larger commercial space bearing No. \_\_\_\_\_ on \_\_\_\_\_ Floor, having carpet area of \_\_\_\_\_ sq. ft. / \_\_\_\_\_sq. mtr., covered area of \_\_\_\_\_ sq. ft/ \_\_\_\_\_sq. mt. and super area of \_\_\_\_\_ sq. ft. / \_\_\_\_\_ sq. mtr. (“Larger Commercial Space”) along with boundaries in all four directions as mentioned herein below to be constructed in Multi-level Car Parking cum Commercial Complex in the name of “Omaxe Chandni Chowk, Multi-level Car Parking along with Commercial Complex” (herein after referred to as the “Project”) now popularly known as “Omaxe Chowk, Chandni Chowk to be developed on a portion of land situated at H.C. Sen Marg, Gandhi Maidan, Chandni Chowk, Delhi- 110 006.

North:

West:

South:

East:

## **KYC Documents required with the application form**

### **In case of Individual:-**

- Photographs of all the applicants.
- Copy of ID Proof (Pan card, Passport, Voter Card, Driving License)
- Copy of Address Proof (Ration Card, Passport, Voter Card, Driving License, Telephone Bill, Electricity Bill)
- Copy of PAN Card

### **In case of Company**

- Copy of PAN card of the Company
- Certified copy of Board Resolution with date & time, signed by all the directors on letter head of Company
- Memorandum & Articles of Association
- List of present Directors, duly certified along with recent Form 32
- Photograph of the Authorized signatory
- KYC of Authorized Signatory as above

### **In case of Partnership Firm**

- Certified copy of partnership Deed
- List of present partners duly certified
- Registration certificate of the firm
- Copy of PAN Card
- KYC of the authorized partner as above

### **In case of HUF**

- Certified copy of list of Co-parceners/Beneficiaries
- Copy of PAN Card
- Signature verification from bank for all applicants
- Photograph of Karta
- Copy of ID Proof of Karta (PAN Card, Passport, Voter Card, Driving License )

### **In case of Proprietary Firm**

- Certified copy of trader identification no.(TIN)
- Certified copy of sales Tax/Vat Registration
- Signature verification from bank for all applicants
- KYC of the proprietor as above

### **In case of customer acting through POA (Power of Attorney)**

- POA should be executed and registered by the applicant
- POA executed outside India should be attested by the Indian Embassy/Consulate General of India or notary public. The same shall be duly stamped in India by the concerned collector of stamp within 90 days of receiving in India.
- KYC of Attorney holder and Applicant as above.

### **In case of MINOR ALLOTTEE**

- In case applicant is a Minor, his/her natural guardian should sign the application form on his/her behalf.
- Note that no property can be refunded or endorsed by the Minor or by his/her Natural/Legal guardian in Favor of any other person or nominee, unless & until permission is obtained from the competent court.
- KYC of the applicant/natural guardian as above.

**CONSENT**

Under Section 14 [2] [iii] of Real Estate [Regulation and Development] Act, 2016

I/we \_\_\_\_\_ S/o \_\_\_\_\_  
R/o \_\_\_\_\_  
and \_\_\_\_\_ S/o \_\_\_\_\_  
R/o \_\_\_\_\_ have been

allotted a Commercial Shop/Commercial Space No. \_\_\_\_\_ on \_\_\_\_\_ Floor in Multi-level Car Parking cum Commercial Complex in the name of "Omaxe Chandni Chowk, Multi-level Car Parking along with Commercial Complex" (herein after referred to as the "Project") now popularly known as "Omaxe Chowk, Chandni Chowk" [RERA Registration No. DLRERA2019P0005] being developed on land situated at H.C. Sen Marg, Gandhi Maidan, Chandni Chowk, Delhi- 110 006 by **M/s Omaxe Heritage Pvt. Ltd. (Formerly known as M/s Ansh Builders Pvt. Ltd** (CIN: U45200DL2008PTC172543), a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110019, India.

I/we have been properly approached and intimated by the Promoter for consent about proposed revision of the layout/sanctioned plan and the concerned common areas and circulation areas and the building in which my/our applied/allotted unit is located which are recommended by the concerned Architects and/or Engineers and post examination of the records made available by the Promoter and further enquiry by me/us, I/we am satisfied that the proposed revision is for the overall betterment of the Project as well as my/our applied/allotted unit and I/we have no objection in this regard. Further, I/we hereby confirm that I/we shall have no objection if the Promoter makes any additions, alterations in common areas of the Project and units of the said Complex.

I/we have examined and satisfied myself/ourselves about the proposed revision and I/we hereby consent to the proposed revisions including common areas and the building and thereby the units, if the same is acceptable to the Competent Authority for granting revision pursuant thereto.

This consent is being given by me/us willfully, voluntarily without any duress or influence after having applied my/our mind judiciously to the proposed revision.

Date:

Place:

**(Signature)**

NAME: \_\_\_\_\_

S/W/D/o \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mobile No.: \_\_\_\_\_

**(Signature)**

NAME: \_\_\_\_\_

S/W/D/o \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mobile No.: \_\_\_\_\_



**CONSENT**

Under Section 14 [2] [iii] of Real Estate [Regulation and Development] Act, 2016

I/we \_\_\_\_\_ S/o \_\_\_\_\_

R/o \_\_\_\_\_

and \_\_\_\_\_ S/o \_\_\_\_\_

R/o \_\_\_\_\_

have applied for/been allotted a Commercial Shop/Commercial Space No. \_\_\_\_\_ on \_\_\_\_\_ Floor in Multi-level Car Parking cum Commercial Complex in the name of "Omaxe Chandni Chowk, Multi-level Car Parking along with Commercial Complex" (herein after referred to as the "Project") now popularly known as "Omaxe Chowk, Chandni Chowk" [RERA Registration No. DLRERA2019P0005] being developed on land situated at H.C. Sen Marg, Gandhi Maidan, Chandni Chowk, Delhi- 110 006 by **M/s Omaxe Heritage Pvt. Ltd. (Formerly known as M/s Ansh Builders Pvt. Ltd.)** (CIN: U45200DL2008PTC172543), a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 10, Local Shopping Centre, Kalkaji, New Delhi-110019, India.

I/we are desirous of taking Unit of size admeasuring super area \_\_\_\_\_ sq. fts. in the said Complex in order to cater to my/our needs. I/we have seen the present sanction plan and proposed revisions in the layout and building plan are according to my/our requirement which may affect the area of my/our Unit in the building/Commercial Spaces along with change in common & circulation areas. The desired Unit in the said Complex is as per my/our requirement. I/we hereby request the Promoter to get the plans revised as per my/our requirement and hereby give my/our consent to the proposed revisions affecting my/our Unit in the building/Commercial Spaces therein along with common & circulation areas from the competent authority and I/we am/are satisfied that the proposed revision is for the overall betterment of the Project as well as my/our allotted unit and I/we have no objection in this regard.

I/we have examined and satisfied myself/ourselves about the proposed revision and therefore hereby give my/our consent to the proposed revisions affecting the building in which my/our applied/allotted Unit is located and if the proposed revisions are acceptable to the Competent Authority, the desired Unit may be allotted to me/us.

I/we hereby further agree that if the revised plans are not sanctioned by the concerned authority, I/we confirm that I/we will accept the allotment of the Unit as per present sanction plan and its area as per the present sanction plan and further agree to make payment of Total Sale Price for the area of the Unit as per present approved sanction plan to the Promoter as demanded by the Promoter as per the opted payment plan.

This consent is being given by me/us willfully, voluntarily without any duress or influence after having applied my/our mind judiciously to the proposed revision.

Date:

Place:

**(Signature)**

**(Signature)**

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

S/W/D/o \_\_\_\_\_

S/W/D/ \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mobile No.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_









## DETAILS OF SAID UNIT:

<b><u>NON LOCKABLE UNPARTITIONED COMMERCIAL SPACE:</u></b>			
Bearing No	<input type="text"/>	Floor	<input type="text"/>
Carpet Area: Sq. Ft.	<input type="text"/>	Sq. Mtr.	<input type="text"/>
Super Area: Sq. Ft.	<input type="text"/>	Sq. Mtr.	<input type="text"/>
<b><u>BEING PART OF LARGER COMMERCIAL SPACE</u></b>			
Bearing No	<input type="text"/>	Floor	<input type="text"/>
Carpet Area: Sq. Ft.	<input type="text"/>	Sq. Mtr.	<input type="text"/>
Super Area: Sq. Ft.	<input type="text"/>	Sq. Mtr.	<input type="text"/>

## DETAILS OF PRICING:

(Amount in Rs.)

TOTAL COST OF SAID UNIT	PRICE
(I) Cost of Said Unit*	Rs.
(ii) Interest Free Maintenance Security (IFMS)	Rs.
(iii) Power Back up Equipment Cost	Rs.
(iv) Applicable Taxes/GST @ _____%	Rs.
<b>Total Amount</b>	Rs.
Amount in Figure	
Amount in Words	
Amount in Words Advance Maintenance Charges for one year (on super area of the Unit)	Payable at the time of offer of possession of the Unit
<b>Total Price of the said Unit comprises of Total Cost and Advance Maintenance Charges for one year</b>	

Note:

- \*Cost of the said Unit is inclusive of amenities/provisions such as External Electrification Cost, Fire Fighting Equipment Cost, Individual Electricity Meter (Dual).
- All applicable stamp duty, registration charges, conversion charges (from Leasehold to Freehold) other taxes and charges payable to the Government from time to time and any enhancement thereof shall be additionally payable by the applicant.
- Lease Rent for the allotted unit is payable by the applicant to the concerned authority either annually or on one time basis, as the case may be after execution of Agreement for Sub-lease.
- Power Back up Equipment Cost @ Rs. 25000/- per KVA (1 KVA per 100 Sq. ft. on super area).
- Advance Maintenance Charges for one year (on super area of the Unit) is payable by the applicant to the Promoter/appointed maintenance agency at the time of offer of possession of the Unit
- Interest Free Maintenance Security (IFMS) @ Rs. 250/- per sq. ft. on super area

Signature of Applicant(s)

X

X

## DETAILS OF SAID UNIT:

<b><u>NON LOCKABLE UNPARTITIONED COMMERCIAL SPACE:</u></b>			
Bearing No	<input type="text"/>	Floor	<input type="text"/>
Carpet Area: Sq. Ft.	<input type="text"/>	Sq. Mtr.	<input type="text"/>
Super Area: Sq. Ft.	<input type="text"/>	Sq. Mtr.	<input type="text"/>
<b><u>BEING PART OF LARGER COMMERCIAL SPACE</u></b>			
Bearing No	<input type="text"/>	Floor	<input type="text"/>
Carpet Area: Sq. Ft.	<input type="text"/>	Sq. Mtr.	<input type="text"/>
Super Area: Sq. Ft.	<input type="text"/>	Sq. Mtr.	<input type="text"/>

## DETAILS OF PRICING:

(Amount in Rs.)

TOTAL COST OF SAID UNIT	PRICE
(I) Cost of Said Unit*	Rs.
(ii) Interest Free Maintenance Security (IFMS)	Rs.
(iii) Power Back up Equipment Cost	Rs.
(iv) Applicable Taxes/GST @ _____%	Rs.
<b>Total Amount</b>	Rs.
Amount in Figure	
Amount in Words	
Amount in Words Advance Maintenance Charges for one year (on super area of the Unit)	Payable at the time of offer of possession of the Unit
<b>Total Price of the said Unit comprises of Total Cost and Advance Maintenance Charges for one year</b>	

Note:

- \*Cost of the said Unit is inclusive of amenities/provisions such as External Electrification Cost, Fire Fighting Equipment Cost, Individual Electricity Meter (Dual).
- All applicable stamp duty, registration charges, conversion charges (from Leasehold to Freehold) other taxes and charges payable to the Government from time to time and any enhancement thereof shall be additionally payable by the applicant.
- Lease Rent for the allotted unit is payable by the applicant to the concerned authority either annually or on one time basis, as the case may be after execution of Agreement for Sub-lease.
- Power Back up Equipment Cost @ Rs. 25000/- per KVA (1 KVA per 100 Sq. ft. on super area).
- Advance Maintenance Charges for one year (on super area of the Unit) is payable by the applicant to the Promoter/appointed maintenance agency at the time of offer of possession of the Unit
- Interest Free Maintenance Security (IFMS) @ Rs. 250/- per sq. ft. on super area

Signature of Applicant(s)

X

X

## PAYMENT PLAN

### All Floors (Undivided Units)

#### DOWN PAYMENT PLAN

Registration Amount	Rs. 2.5 Lakh
Within 60 Days of Booking	90% of BSP (Less Booking Amount) + GST
On Offer of Possession	10% of BSP + 100% Additional Charges + GST

#### FLEXI PAYMENT PLAN

Registration Amount	Rs. 2.5 Lakh
Within 60 days of Booking	30% of BSP (Less Booking Amount) + GST
Within 120 Days of Booking	30% of BSP + GST
Within 180 Days of Booking	30% of BSP + GST
On Offer of Possession	10% of BSP + 100% Additional Charges + GST

#### COMFORT PLAN

Registration Amount	Rs. 2.5 Lakh
Within 60 Days of Booking	50% of BSP (Less Booking Amount) + GST
On Application of OC	40% of BSP + GST
On Offer of Possession	10% of BSP + 100% Additional Charges + GST

#### ADDITIONAL CHARGES

IFMS	Rs. 250/- Per Sq Ft
Power Backup Equipment Cost	Rs. 25000 per KVA (Minimum 1 KVA mandatory for 50 Sq ft for (Divided Units))

**NOTE:**

- All Payment to be made in favor of "Omaxe Heritage Pvt. Ltd. Omaxe Chandni Chowk Collection A/C" Payable at New Delhi.  
Or RTGS in favour of :- Omaxe Heritage Pvt. Ltd. Omaxe Chandni Chowk Collection A/C  
**Account No.- 0632102000013013 | Bank Name- IDBI Bank | Branch Address- C.R.Park, New Delhi | IFSC Code- IBKL0000632**
- Applicable GST is payable along with each installment.
- If the total sale consideration of the said unit is Rs 50 Lacs or more, then applicant shall deduct and deposit TDS applicable against each and every payment to the Promoter in compliance of provision of Section 194 (1A) of the Income Tax Act, 1961
- Government Charges like registration charges, stamp duty charges and any other government taxes/charges will be borne and paid additionally by applicant.