

APPLICATION FORM



APRAMEYA RESIDENCY

Rajnagar Extension, Ghaziabad

Application for allotment in the residential project named
"APRAMEYA RESIDENCY" at Rajnagar Extension Ghaziabad (U.P.)

KRISHNA ESTATE DEVELOPERS PRIVATE LIMITED

D- 6, sector 61, Noida- 201301

Application for Allotment of Residential Apartment

To
M/s Krishna Estate Developers Pvt. Ltd.
D- 6, sector 61
Noida (U.P.)

Project Name:
Aparameya Residency
Rajnagar Extension,
NH-58, Ghaziabad (U.P.)

Madam/ Dear Sir

I/We, hereby apply for allotment of a residential apartment in your housing project named "APRAMEYA RESIDENCY", to be developed and constructed by Krishna Estate Developers Pvt. Ltd. (hereafter referred to as the **Company**) on land situated at village Noor Nagar, Ghaziabad, U.P. (Noor named as Raj Nagar Extension, Ghaziabad)

I/We remit herewith a sum of Rs only)
(Rupees
Vide Bank Draft/RTGS/Cheque No. Dated Drawn on being
booking money (10% of cost of the flat) for allotment of a residential apartment.

I/We agree to abide by the basic terms and conditions attached to this Application Form

My/Our Particulars are given below for your reference and record

I. FIRST APPLICANT

Mr./Mrs./Ms
Son/Wife/Daughter of Mr./Mrs
Residential Address
Nationality Age Profession/Service
Residential Status: ☐ Resident
☐ Non-Resident
☐ Foreign National of Indian Origin
PAN No. Telephone No. (s)
Mobile No. E-mail ID

Affix 1st Applicant's
Photograph here

CO-APPLICANT

Mr./Mrs./Ms
Son/Wife/Daughter of Mr./Mrs
Residential Address
Nationality Age Profession/Service
Residential Status: ☐ Resident
☐ Non-Resident
☐ Foreign National of Indian Origin
PAN No. Telephone No. (s)
Mobile No. E-mail ID

Affix Co-Applicant's
Photograph here

Blachan Verma

3. DETAILS OF APARTMENT

Tower Flat Size sq.ft. Floor

Note: All Cheques/Drafts to be made in favour of "**Krishna Estate Developers Pvt. Ltd.**". Payable at New Delhi only.

1. DECLARATION

I/We, the applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/We undertake to inform the Company of any change in me/our address or in my/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.

Yours faithfully,

Name of the Applicant

Date

Place

Signature of First Applicant

Signature of Co-Applicant

For Office Use Only

RECEIVING OFFICER

Name

Signature

Date

1. ACCEPTED/REJECTED

Tower Flat Size sq.ft. Floor

2. Payment received Vide Bank Draft/RTGS/Cheque No.

Dated Drawn on

For Rs.

(Rupees only)

3. Booking: ☐ Direct ☐ Through Sales Organizer Sales Organizer's Name & Stamp:

1. Check List for Receiving Officer:

(a) Booking amount Cheque(s)/ Draft(s)

(b) Customer's signature on all pages of the application form

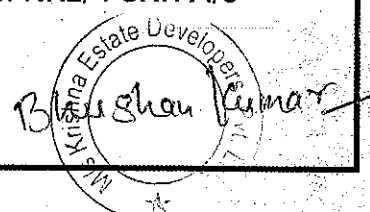
(c) PAN No. & copy of PAN Card/ Undertaking Form No. 60

(d) For Companies: Memorandum & Articles of Association including Incorporation, Certificate, copy of PAN No. and Certified copy of Form 32 in case the authorized signatory is a Director of the Company.

(e) For Foreign National of Indian Origin: Passport photocopy/ funds from NRE/ FCNR A/c

(f) For NRI: Copy of Passport & Payment through NRE/ NRO A/c

5. Remarks:



INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN APRAMEYA RESIDENCY IN RAJNAGAR EXTENSION, GHAZIABAD

Registration Expenses, Stamp Duty, Legal Charges, Court Fee and Documentation Charges etc. shall be payable extra at the time of possession.

Any extra works executed in the flat shall be charged separately.

Individual Electric Meter Connection charges along with proportionate cost towards load sanction, supply, security deposit, pre-paid billing & monitoring etc. shall be charged extra at the time of possession, as decided by the Company.

External Electrification Charges (ECC) comprise of equipment & installation charges for Transformer, Panels, VCB's Cables, Pumps, Steel Lighting & Common Area Lighting.

Fire Fighting Connection Charges (FCC) for Automatic Fire Engine and Pump, Wet sprinkler System in Basement and provision for Fire Fighting Equipment on each floor.

The Complex Maintenance & Facilities Management services shall be organized by a subsidiary of KED Pvt. Ltd. or any other agency, so nominated by the developer.

Maintenance Charges shall be used to provide Complex Maintenance & Facility Management services viz Campus Security, Common Area Housekeeping & Garbage Disposal, Horticulture, Maintenance of Lifts, Generators, Water Pumps & Fire Pump, EPABX system and other common area electro mechanical equipments including their Annual Maintenance Charges, services of an Electrician, Plumber & Estate Manager for the Maintenance of the Complex.

The Proportionate share of Expenses on account of common area electricity consumption, generator power back (individual flat plus common area) shall be charged extra on Super Area basis of as per actuals/ units consumed.

Interest Free Maintenance Security (IFMS) for Facilities Management is a security deposit which shall be used in case of default arrears in the payments towards Maintenance Charges. This shall be refunded after deduction of any arrears, unpaid dues etc., if any, to the individual flat allottees in the event KED Pvt. Ltd. or its nominee maintenance agency/ company ceases to organize the services of facilities management & maintenance.

The Company may in its sole discretion, permit assignment of an allotment only after receipt of minimum 15% of Basic Sale Price (BSP) along with any other dues/ outstanding/ interest on delayed payment etc., and payment of Administrative Charges @ Rs. 50/- per sq.ft. or any other fee as decided by the Company from time to time.

The applicant has applied of residential Apartment to be developed and constructed in the housing project named as "APRAMEYA RESIDENCY" (said project) by KED Pvt. Ltd. (hereinafter referred to as the company) on land situated at Raj Nagar Extension, Ghaziabad.

The allotment of the Residential Apartment is entirely at the discretion of the company. The allotment of the said residential apartment shall be provisional and shall be confirmed on the issuance of letter of allotment or signing of buyer's agreement on the company's standard format which has been read and understood by the applicant.

The applicant has fully satisfied himself about the nature of rights title. Interest of company in the said project. This is to be developed/ constructed by the company as per the prevailing by laws/ guidelines of the Ghaziabad Development Authority, Ghaziabad Development Authority, Ghaziabad U. P and/ or 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 (GDA), Ghaziabad U. P and/or other authority in this regards to the company.

The applicant has examined the tentative plans, designs and specifications of the residential apartment and has agreed that the company may affect 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 of the residential apartment. Change in its dimensions or area etc.

Bhishan Kumar
M/s. Krishna Estate Development Pvt. Ltd.

The applicant agrees the amount paid with the application and in installments as the case may be, to the extent of 15% of the sale consideration of the residential apartment shall collectively constitute the earnest money.

Timely payment of the installments of the basic sale price and allied charges pertaining to the residential apartment is the essence of the terms of the booking/ allotment. However in the event of breach of any of the terms and conditions of the allotment by the applicant, the allotment will be cancelled at the discretion of the company and the earnest money together with any interest on installments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the applicant without any interest, after the said residential apartment is allotted to some other intending applicant and after compliance of certain formalities by the applicant. The company, however in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for up to one month delayed from the due date of payment and @ 24% p.a. thereafter on all outstanding dues from their respective due dates.

The applicant has specifically agreed that if due to any change in the layout, the said residential apartment ceases to be preferentially located, the company shall refund/ adjust the amount of preferential located, 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 residential apartment becomes preferentially located, then the applicant shall be liable and agree to pay the preferential location charges as and when demanded by the company as per prevailing rates.

All payments by the applicant shall be made to the company through demand RTGS/ drafts/ cheque drawn upon scheduled bank in favour of "KED Pvt. Ltd." payable at New Delhi/ Ghaziabad only.

Assignment of allotment of the residential apartment 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.

All statutory charges, taxes, cess 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.

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 of the Residential apartment 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.

Applicant, having NRI 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.

The company shall have the first lien and charge on the said residential apartment for all its dues and other sums payable by the applicant to the company.

Loan from financial institutions to finance the said residential apartment may be availed by the applicant. However, if a 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.

The application undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/ made applicable to the said Residential Apartment/ Project.

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 along with simple interest @ 6% p.a. from the happening of such eventuality.

Bushan Kumar
M/S. KED Pvt. Ltd.

27. The Company shall endeavor to give possession of the Residential Apartment to the applicant as early as possible, subject to force majeure circumstances and reasons beyond the control of the Company with a reasonable extension of time possession.
28. The applicant shall before taking possession of the Residential Apartment, must clear all the dues towards the Residential Apartment and have the Conveyance Deed for the said Residential Apartment executed in his favour by the Company after paying stamp duty, registration fee and other charges/ expenses.
29. The applicant shall use/ cause to be used the said Residential Apartment for residential purpose only. This is a condition precedent and noncompliance thereof may invite cancellation of allotment of the Residential Apartment 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 the other losses resulting there from.
30. The application shall have no objection in case the company creates a charges 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 Residential Apartment to the applicant.
31. Detailed terms and conditions shall form part of the Buyer's Agreement which the applicant shall execute as and when required by the Company.
32. 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 where of have been seen, read and understood/ accepted by the applicant.
33. The applicant shall get his complete address 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, 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 these 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.
34. In case there are joint applicants, all communications shall be sent by Company to the applicant whose name appears first in 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 other named applicants.
35. 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 in Clause 6 here in above shall be forfeited and the applicant shall be liable for such misrepresentation/ suppression of material facts in all respect.
36. The Courts at Ghaziabad alone shall have jurisdiction in case of any dispute.
37. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

I/We have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same.

Signature of First Applicant

Signature of Co-Applicant

Blushna Kumar
Blushna Estate
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