

**APPLICATION FORM FOR THE BOOKING OF COMMERCIAL UNIT
IN THE COMMERCIAL COMPLEX PROJECT KNOWN AS
“SAWASDEE CENTRE”, SITUATED AT PLOT NO.2B/INS-5,
VASUNDHARA, GHAZIABAD, (U.P.).**

APPLICATION FORM

To

M/s Asteroid Shelters Homes Pvt. Ltd.,
H-175, Sector 63, Noida-201301.
District: Gautam Budh Nagar, (U.P.).

Application No_____

Dear Sir / Madam,

I/We(hereinafter referred to as “**applicant(s)**” hereby apply under
..... payment plan for the booking of a Commercial
Shop/Unit in the Commercial Project namely “**Sawasdee Centre**” (**Registration No. with UP RERA is** _____) & situated at Plot No.
2B/INS-5, Vasundhara, Ghaziabad, (U.P.).

I/We remit here with a sum of Rs.....(Rupees.....
.....only) by Bank Draft/Cheque
No.....,dated___/___/___, drawn on..... in favour of **M/s
Asteroid Shelters Homes Pvt. Ltd.** towards booking/ part booking amount as
per the price and payment plan detailed hereunder.

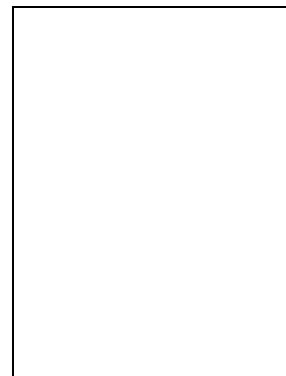
I/We have read and understood complete terms and conditions as contained in
the Application Form and clearly understood that this Application Form does
not constitute an “Agreement to Sell/Builder Buyer Agreement/Allotment
Letter” and I /We do not become entitled to the provisional or final allotment of
a Commercial Shop/ Unit, notwithstanding the fact that the Promoter may have
issued a receipt in acknowledgement of the Cheque/ Draft/ Banker Cheque
tendered with this application form and have encashed the same.

I /We also acknowledge the receipt of the format of “Agreement to Sell /Allotment Letter” from the Promoter and hereby declare that I /We have read & understood complete Terms and Conditions contained in the said “Agreement to Sell/Builder Buyer Agreement/Allotment Letter” and it is only after that I/We hereby sign and execute the “Application Form” on the mutually agreed format thereby agreeing to abide by the terms and conditions laid down therein & subsequently get the “Agreement to Sell/Builder Buyer Agreement/Allotment Letter” (once required by the Promoter) registered with the Sub Registrar, GHAZIABAD. (U.P.) so that the allotment shall become final and binding upon me / us as well as on the Promoter.

I/We hereby acknowledge that I/We have understood and satisfied myself/ourselves in all aspects about the right, title, interest, location, size, price, specifications of the Commercial Shop/Unit, amenities available in the project ,infrastructure, status, applicable laws/rules/Bye laws etc, my/our ability to make timely payments, etc. before booking for the Said Commercial Shop/ Unit and have not relied upon and am/are not influenced by any written or verbal representations and assurances, warranties, statements or estimates of any nature whatsoever made by Promoter / Promoter's employees/ Representatives / Selling Agents/ Brokers or otherwise including but not limited to any visual or oral representations relating to the description, location or physical condition of the said Commercial Shop/Unit & Project.

Further, in the event of **M/s Asteroid Shelters Homes Private Limited** (hereinafter referred to as the **Promoter / ASHPL**) agreeing to book Commercial Shop/ Unit, I/We agree to pay further installments and all other dues as stipulated in this application form and the payment plan, as explained to me/us by the Promoter and fully understood and accepted by me/us.

My/Our Particulars are given below for your reference and records:



1. SOLE OR FIRST APPLICANT:

Mr./Mrs./Ms.....;

S/W/D of

Nationality.....;

Date of Birth.....Profession/Service.....;

Residential Status:resident ornon-resident orIndian Origin
(*Plases tick*);

Permanent Address.....

.....;

Mailing/Communication Address:.....

.....

.....;

Aadhaar Card No.....;

Permanent Account No..... (under Income Tax);

Other Identity Proof Details.....;

Residential Proof Details

E mail ID:

Telephone No..... Mobile no.....;

Designation, Office Name & Address.....

.....;

Telephone No..... Mobile no.....;

2. JOINT OR SECOND APPLICANT:

Mr./Mrs./Ms.....;
S/W/D of;
Nationality.....;
Date of Birth.....Profession/Service.....;
Residential Status:resident ornon-resident or
.....Indian Origin (*Pleases tick*);

Permanent Address:.....
.....;

Mailing/Communication Address:.....
.....;

Aadhhar Card No.....;

Permanent Account No..... (under Income Tax);

Other Identity Proof Details.....;

Residential Proof Details;

E mail ID:;

Telephone No..... Mobile no.....;

Designation, Office Name & Address.....
.....;

Telephone No..... Mobile no.....;

3. In case Allottee is a Partnership Firm:

M/s_____, a partnership firm duly registered under the Indian Partnership Act 1932 amended upto date, having its principal place of business at _____, represented through its partner namely Mr / Mrs / Ms_____ (Aadhar No._____) duly authorized by the firm vide Authorization Letter dated __/__/____ in his/her favor. *(Copy of the Authorization Letter along with the copy of the Partnership Deed; both attested by all Partners are attached herewith).*

PAN/TIN.....;

Registration No.....

4. In case Allottee is a Company:

M/s_____, a Company duly incorporated and registered under the provisions of Companies Act, 1956 or 2013, as the case may be, having its Corporate Identification No. (CIN) _____ and having its Registered Office at _____ through its authorized signatory Mr / Mrs / Ms_____ (Aadhar No._____) duly authorized vide Board Resolution dated __/__/____ (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association of the Company are attached herewith).
PAN: _____.

Note:-

- a. Details in column 1 to 4 above are required to be filled, as per the status of the applicant(s);
- b. In case of joint applicants all the correspondences and mails will be sent to the First Applicant only;
- c. Copies of all documents should be self attested by the applicant(s).

**DETAILS OF COMMERCIAL UNIT IN COMMERICAL PROJECT
“SAWASDEE CENTRE”**

Type of Commercial Unit:.....;

Commercial Unit No..... Floor.....;

Saleable Area/Super built up Area:..... Sq. Mt. (_____Sq. Ft.);

Polyline i.e the R.C.C. Slab Area:..... Sq. Mt.
(_____Sq. Ft.);

Carpet Area Sq. Mt. (_____Sq. Ft.);

Other Chargeable Area, if any.....;

Parking Yes ☐ No ☐

Parking Type Open ☐ Covered ☐

Remarks: (if any).....;

5. Cost of the Commercial Unit in Commercial Complex Project:

Particulars	Per sq.ft.	Rs.
Basic Sale Price(BSP)		
Preferential Location Charges(PLC)		
Reserved Vehicle Parking Space		
TOTAL (A)		
Interest Free Maintenance Security (IFMS) payable at the time of sending “Offer of Possession” letter.		
TOTAL (B)		
TOTAL COST (A+B)		
In words.....		

Note: Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) / Banker Cheque in favor of "M/s Asteroid Shelters Homes Private Limited" (Demand draft payable at Delhi, A/c payee cheque should be of Delhi/ Noida or payable at par). GST payable extra as per rules.

6. I/We require electrical connection (if it is single point connection) forKVA. However, charges for the electrical load per KVA will be as per price list to be decided by the Promoter at the time of issuance of Letter of 'offer of possession' & thereafter from time to time by the Promoter/ Association of Allottees, based on the prevailing rates as decided by the NPCL or UPPCL or any other Electrical Power Supplier.

7. I/We require power back-up of..... KVA, however, the per KVA charges for the power back-up (i.e. running of DG Set) will be decided at the time of issuance of Letter of "offer of possession" as per price list to be made and decided by Promoter Company time to time & thereafter by the Promoter/ Association of Allottees based on the prevailing fuel rates and other expenses.

Note: Any additional electricity or power back-up load if required in future, the enhancement of load will be subject to the availability and charges as applicable at that time.

8. Monthly Maintenance Charges shall be applicable for the Super area. The rates of monthly maintenance charges will be decided by the promoter company and that shall be final and binding on applicant(s)/allottee(s).

Note: The Company will execute a sale deed of Super Area and for the undivided share in land underneath for the said Commercial Unit in Commercial Complex Project at the time of offer of possession subject to terms and conditions contained herein.

1 SQ.MTR = 10.764 SQ.FT.

DECLARATION:

I/We the applicant(s) do hereby declare that my/our above particulars/information's given by me/us are true and correct and nothing material has been concealed there from. I/We have gone through the terms & conditions written herein and the payment plan attached here with the application form and I/We accept the same, which shall ipso-facto be also applicable to my/our nominees, legal heirs and successors. I/We agree to abide by the terms and conditions of this Application form. It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said Commercial Unit in Commercial Complex. I/We shall be considered as applicant(s) only. I/We declare that in case of non allotment, my/our claim shall be limited only to the extent of amount deposited by me/us in terms of this Application Form.

Date: _____

Yours faithfully,

Place: _____

Signature of applicant(s)

FOR OFFICE USE ONLY**RECEIVING****OFFICER:**

Name.....Designation.....Signature.....

Date.....;

1. Accepted..... or Rejected.....;

Type of commercial unit.....;

Commercial Unit No.....Floor.....

Parking:..... Yes orNo;

Parking Type:..... Open orCovered;

Total amount payable for the commercial Shop/ Unit together with the parking price (if any) Rs.....(in words.....);

2. **PAYMENT PLAN:**

3. Payment received vide Cheque/DD/Pay Order No....., Dated__/__/____,
Drawn on, in favour of for
Rs.....(Rupees.....).

4. Provisional Booking Form received on __/__/____.

5. **BOOKING:**Direct or throughSales Organizer.

6. Sales Organizer's Name & Address, Stamp with
Signature.....(in case of sale organizer).

7. Check List for Receiving Officer:

- a) Booking Amount Cheque/Drafts / Banker Cheque;
- b) Customer's Signature on all pages of the Application Form;
- c) PAN No. & Copy of PAN Card/Undertaking Form No.60;
- d) Copy of Aadhar Card of all the Allottees/Authorized Partner/ Authorized Signatory;
- e) **For individuals:** Self attested copies of Identity Proof and Residential Proof;
- f) **For Companies:** (A)Memorandum & Article of Association, (B)Certified copy of Board Resolution, (C)List of Directors alongwith their Addresses/Aadhar Card No./PAN/Mobile No/Email Address and (D) Email Addresses /Phone No. of the Company;
- g) **For Partnership:** (A) Copy of Partnership Deed, (B) Copy of Authorization Letter, (C) List of Partners with their Addresses/Aadhar Card No./PAN/Mobile No./Email Address and (D)Email Address/Phone No. of the Firm.
- h) For NRI / Persons of Indian origin: Passport photocopy and Payment through NRE/NRO A/c.

WHEREAS Uttar Pradesh Avas Evam Vikas Parishad allotted an Institutional Plot bearing No.2B/INS-5, area measuring 3848.88 sq. mtrs., situated at Sector-2B, Vasundhara, Ghaziabad, Tehsil & District-Ghaziabad, U.P. to M/s Chandra Laxmi Hospital Limited, vide its Letter No.302/San. Pra. Ghaziabad, Dated 04.02.2010.

AND WHEREAS THEREAFTER, a “Rent Installment Purchase Agreement” dated 30.03.2011 has been executed by Uttar Pradesh Avas Evam Vikas Parishad in respect of the above said Plot in favour of M/s CHANDRA LAXMI HOSPITAL LIMITED, as Regd. Document No.7061, in Book No.I, Volume No.17311, at pages from 387 to 425, Dated 31.03.2011 which is duly registered with the office of Sub-Registrar-IV, Ghaziabad.

AND WHEREAS THEREAFTER, Uttar Pradesh Avas Evam Vikas Parishad, executed a Sale Deed in respect of the aforesaid plot of land in favour of M/s Chandra Laxmi Hospital Limited which is duly registered with the office of Sub-Registrar-IV, Ghaziabad, as Regd. Document No.11694, in Book No.1, Volume No.20447, at pages from 255 to 282 on 02.04.2012.

AND WHEREAS UP Govt. launched a “Tourism Policy-2018”, vide its Notification No.465/Eight-1-18-59 vividh/2018, Lucknow, dated 25.05.2018 to encourage the Tourism and Masses Entrepreneurship and permitted to construct the Hotel on allotted Institutional Plots. Thereafter M/s Chandra Laxmi Hospital Limited has got approved/sanctioned MAP/PLAN from Uttar Pradesh Avas Evam Vikas Prishad, Lucknow, vide letter No.1218/Va.Ni-5/online/2020, dated 09.06.2020 for the construction of the Hotel on the said Institutional Plot in terms of the “UP Govt. Policy-2018”.

AND WHEREAS M/s Chandra Laxmi Hospital Limited had obtained sanction letter dated 09/06/2020 of the building plans for development and construction of the commercial project situated at Plot No.2B/INS-5, Vasundhara, Ghaziabad, (U.P.) (hereinafter called as the “**Said Commercial Project**”)

AND WHEREAS THEREAFTER, M/s Chandra Laxmi Hospital Limited, executed a Sale Deed in respect of the aforesaid Institutional cum Hotel plot in favour of **M/s Asteroid Shelters Homes Private Limited** which is duly registered with the office of Sub-Registrar-IV, Ghaziabad, as Regd. Document No.7749, in Book No.1, Volume No.39426, at pages from 265 to 312 on 28/10/2020.

AND WHEREAS the applicant(s) has/have full knowledge about the present status of the building plans / requisite sanctions of the proposed Commercial Complex project **"SAWASDEE CENTRE"**. The Project/complex will have /commercial units comprising of shopping malls, showrooms, retail outlets, hotels, restaurants, offices, service studio apartments, and such other commercial units of different sizes and dimension on various floors therein along with common area. The applicant(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the rights of the company in respect of the aforesaid project. The drawing and plans of the project have been displayed at the Site Office/Corporate Office of the company, and as per the Layout Plan it is envisaged that the commercial unit in commercial complex on all the floors shall be sold as an independent unit with importable and undivided shares in the land area underneath Plot.

TERMS AND CONDITIONS:-

1. NATURE OF BOOKING:-

- 1.1. This is an application for provisional booking of a Shop/Commercial Unit bearing No._____,on _____, Floor in the Project **"Sawasdee Centre"** being developed by M/s. **Asteroid Shelters Homes Private Limited** at Plot No. 2B/INS-5, Vasundhara, Ghaziabad, (U.P.).
- 1.2. This provisional booking does not convey in favour of Applicant(s) any right, title or interest of whatsoever nature unless and until booking is confirmed by the Promoter.
- 1.3. The Applicant(s), after confirmation of booking shall sign and execute an "Agreement to Sell/Allotment Letter", which contains detailed terms and conditions including the conditions as mentioned herein and the same shall be valid and binding on the Applicant(s).
- 1.4. The "Agreement to Sell/Allotment Letter" shall be executed after receiving 10% of the Total cost of the Shop/Commercial Unit along with applicable taxes within the stipulated time.

2. ACKNOWLEDGES /ASSURANCES BY THE PARTIES:-

- 2.1 The Promoter assures that it has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 2.2 The Promoter has requisite approvals from the competent Authorities to carry out development of the Project;
- 2.3 The Applicant acknowledges that he has full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and has seen and aware of the requisite approvals from the competent Authorities to carry out development of the Project.

3. REGISTRATION & OTHER CHARGES:-

- 3.1 Registration charges for “**Agreement to Sell /Sale Deed**” and Stamp Duty, Registration Fees, Advocate’s Fees & other incidental expenses as applicable at the time of registration shall be extra and are to be borne by the Applicant(s).
- 3.2 Statutory taxes/charges/cess etc as made applicable from time to time shall be paid by the Applicant(s).

4. MODE OF PAYMENTS:-

- 4.1 All payments shall be made through DEMAND DRAFTS/CHEQUES /NEFT/RTGS etc. in favour of M/s Asteroid Shelters Homes Private Limited & payable at Delhi/ NOIDA . Details of Promoter’s Bank account can be collected by the Applicant (s) separately.
- 4.2 Cash payments shall not be accepted.
- 4.3 All payment should be deposited only at the Corporate office of the Promoter **at** _____ . Promoter shall not be responsible/accountable for any payment made to agent/ broker/ any third person. The Applicant(s) must insist for duly signed receipt from the authorized personnel of the Company. No cash payment is acceptable as per provisions of applicable acts.
- 4.4 GST shall be payable by the applicant(s) as applicable from time to time.

5. DELAYED PAYMENTS:-

- 5.1 In case of delayed payment of complete booking amount (10% of total cost) and related other dues by the Applicant(s), the provisional booking shall be summarily rejected by the Promoter. The Applicant shall have no right to claim allotment of Shop/Commercial Unit after cancellation of his/ her/ their booking.

6. LOANS FROM BANKS/ FINANCIAL INSTITUTIONS:-

- 6.1 The Applicant(s) at his /her/ their discretion and cost may avail loan from bank /financial institution. The Promoter shall under no circumstances be held responsible for non-sanctioning of loan to the Applicant(s) for any reason. The payments of installments/ any other dues to Promoter shall not be linked to the loan availed /to be availed by the Applicant(s).

7. CANCELLATION CHARGES:-

- 7.1 Where the Applicant/ Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall return (A) 50% (fifty percent) of the balance amount of money paid by the Applicant/ allottee within 45 (forty five) days of such cancellation / withdrawal and (B) the remaining 50% (fifty percent) of the balance amount on re-allotment of the Shop/Unit or at the end of one year from the date of cancellation / withdrawal by the Applicant/ Allottee, whichever is earlier.
- 7.2 The Applicant shall submit and comply with all formalities with respect to such refund i.e. submission of Affidavit undertaking etc.

8. POSSESSION:-

- 8.1 The Promoter is likely deliver the possession of the completed Shop/Commercial Space to the Applicant(s) within 49 months from the date of sanction of project, subject to force majeure conditions and government/court/authority's regulations.
- 8.2 The Applicant shall be entitled to take possession only after payment of all dues to the Promoter and execution of "Sale Deed".

8.3 In case of delay in possession beyond the agreed date, the Promoter shall pay delay penalty to the Applicant(s), details of which shall be provided in the Agreement to Sell/ Allotment Letter.

9. OTHER TERMS & CONDITIONS:-

9.1 Detailed and other terms & conditions as mentioned in Agreement to Sell/ Allotment Letter shall be applicable and binding.

9.2 In case Shop/Commercial Space Unit is completed before the scheduled date of completion, then the entire balance outstanding as on such date of completion shall become due and payable notwithstanding the installment and due dates mentioned herein.

9.3 Substitution of the names of Applicant/ Allottee shall not be permitted.

9.4 The Promoter shall be responsible to provide and maintain essential services, subject to payment, in the Project till the taking over of the Project by the Association of Allottees , post issuance of the completion/occupancy certificate of the project. However if the “Association of Allottees” is not formed within 1 year of completion /occupancy certificate, the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance charges (as decided by the Promoter) +10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on.

9.5 The Promoter shall not be responsible for any assurance, promise etc made by any dealer, channel partner, estate agent or any unauthorized person etc on behalf of the company. The Applicant(s) is/are requested to verify and check the offers/discounts and property details represented by the dealer, channel partner, estate agent, with the Promoter on his/her/their own.

9.6 The Applicant(s) shall always inform in writing, if there is any change in the mailing address/email ID mentioned in this Application Form, failing which all communication(s) made by the company shall be mailed to the address given therein and deemed to have been received by him/her/them.

Log on to RERA website at: www.up-rera.in to know promoter's details.

DECLARATION:

I/We the applicant(s) do hereby declare that I/We have gone through the terms & conditions written herein and the payment plan given in the application form and I/We accept the same, which shall ipso-facto be also applicable to my/our nominees, legal heirs and successors. I/We agree to abide by the terms and conditions of this Application form including those relating to the payment, other charges, forfeiture of earnest money, as laid down herein and in the Agreement to Sell/Builder Buyer Agreement/Allotment Letter. It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said Shop/Commercial Unit in the Project "**Sawasdee Centre**". I/We declare that in case of non allotment, my/our claim shall be limited only to the extent of amount deposited by me/us (without interest) in terms of this Application Form. I/We agree and undertake to sign and execute Agreement to Sell/Allotment Letter and other required documents as and when called upon by the Promoter to do so.

Signature Main Applicant (ON EACH PAGE)

Signature Co-Applicant (ON EACH PAGE)

Place:-

Date:-