

Application for Booking of an Apartment for Residential Use in the Project-
THE RESORT situated at Plot No. GH-01, Sector-6, Aditya World City,
Off NH-24, Shahpur Bamheta, Ghaziabad-201002

To,

M/s. Agarwal Associates (Promoters) Ltd.,
10, New Rajdhani Enclave,
Vikas Marg, Delhi-110092.

Dear Sir/Madam,

1. I/We (also referred to as the “Applicant”) whose particulars are mentioned in **Annexure-A** herein below, am/are pleased to apply for a residential apartment (“Apartment”) in the Project – **The Resort** being developed by M/s. Agarwal Associates (Promoters) Ltd., which is the lead member of the Consortium (“Developer”).
2. I/We have conducted due diligence of the project and has come to understand that the said Project is being developed over the land as mentioned in **Annexure-B** and as per the plans which have been approved by the Ghaziabad Development Authority, in accordance with the applicable rules and regulations, including but not limited to the Real Estate (Regulation and Development) Act, 2016 (“RERA”). As per my convenience, I/we have opted for the payment plan as per the details mentioned in **Annexure-C**.
3. I/We undertake to provide all the documents as detailed in **Annexure -D**, and any other document as may be required, at the time of execution of Agreement for Sale. All such documents shall be self-attested certifying to be true and correct copies of their respective originals.
4. I/We are legally competent to make and submit the present Application for the aforesaid Apartment, and there is no legal or contractual impediment or restriction on me/us from making this Application or the payment tendered hereunder. I/We indemnify the Developer from any liability that may arise in case the aforesaid representation is false.

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

5. I/We represent and acknowledge that I/We have inspected and understood the contents, meanings and implications of the Disclosure as applicable to the Apartment and the Project, and is submitting this Application after being fully satisfied with respect to the rights, title and interest of the Developer in relation thereto. I/We have full knowledge and understanding of the Applicable Laws/Notification and applicable laws in general including, but not limited to, RERA.
6. I/We acknowledge and understand that the submission of this Application and/or the receipt of the amounts paid by me/us shall not constitute a right to allotment of an Apartment in favour of me/us. I/We further understand that the receipt of the amounts paid with this application by Applicant shall neither amount to any acceptance of this Application nor bind the Company to allot the Apartment in my/our favour. I/We further understand that the expression “allotment” wherever used in this Application shall always mean provisional allotment and shall continue till the time the Agreement for Sale is executed between me/us and the Company.
7. I/We acknowledge that the Application form and payment of Advance towards Booking Amount does not create any right in my/our favour with respect to Apartment mentioned in **Annexure – B**, unless allotment is confirmed by execution of Agreement for Sale in my favour and payment of complete booking amount as mentioned in the payment plan (Annexure C) by me to the Developer.
8. In case of non-allotment of Apartment in the Project at the behest of Company (excepting those cases where complete booking amount is not paid by the Applicant or Agreement for Sale is not executed within the time bound manner), the Company shall have complete right to refund the money deposited by the Applicant as Advance to the Booking Amount, without any Interest. Such amount shall be refunded in the below-mentioned Account:

Name of Account Holder: _____

Bank Account Number: _____

Bank Name: _____

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

Branch Location: _____

City: _____

IFSC: _____

The Co-Allotees hereby undertake that no dispute in respect of their respective share shall be raised in case of such refund in the Bank Account mentioned above.

9. I/We acknowledge that only upon execution of the Agreement for Sale between the Applicant and the Company, the allotment of the Apartment becomes final and binding on the Developer, in accordance with the terms and conditions contained therein.
10. The Applicant agrees that the Agreement for Sale shall be executed after payment of 10% of the Cost of Apartment (here-in-after referred as “Booking Amount”/ “Earnest Money”) within 30 (thirty) days from the date of this Application. The Advance Money, if any, paid by the Applicant at the time of submitting this Application shall be adjusted towards the Booking Amount.
11. I/We understand that once submitted, this Application cannot be revoked/withdrawn by me/us. If I/We do not execute the Agreement for Sale within the time stipulated by the Company for this purpose, then the abovesaid advance money deposited along with this application and/or later on, any time before execution of Agreement for Sale, shall stand forfeited by the Company, without any further notice to me/us. I/We shall have no right, interest, claim or lien on the said Money and the Apartment. I/We understand that the Company shall not be liable in any manner whatsoever.
12. I/We shall timely pay the total price and other charges of the Apartment as elaborately defined and explained in **Annexure-C**. I/We understand that in addition to the Total Amount as set out in the payment plan at **Annexure-C**, I/We shall also be liable to pay new taxes, ancillary charges, fees, levies, cess and/or revision/enhancement in the statutory charges of GST or any other statutory taxes, fees, etc. at any time in the future, as may be

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

applicable. Such payments shall be made within the timelines stipulated for the payment by the Developer.

13. I/We understand that Timely Payment is the essence of this Application as well as Agreement for Sale. The Applicant acknowledges and confirms that any delay in making payment of amount, as and when it becomes due and payable as per **Annexure – C**, shall attract interest @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% or as per prevailing market rate/applicable laws, which shall be calculated by the Developer at the time of payment of Final Instalment by the Applicant. The Applicant shall be liable to pay such interest to the Developer for the default period on the defaulted amount before execution of the Sale Deed.
14. I/We further understand that if there is any change in policy of the Government by way of circular, notification, legislation, etc. resulting in enhancement of 'Floor Area Ratio' of the Project, the Company shall have the right to suitably amend the building plans and related approvals of the Project accordingly and in compliance with Applicable Laws. The Applicant agrees that I/we shall have No Objection for such enhancement/revision in the Floor Area Ratio and consequential amendment in the Building Plans and related approvals. This undertaking shall be deemed to be a No Objection by the Applicant as required under the various Applicable Laws.
15. I/We confirm that all correspondence to me/us shall be made in the name of the First Applicant and any notices/letters/email sent by the Company to the First Applicant shall be deemed to be valid service/intimation of such correspondence to all Applicants.
16. I/We hereby declare that and confirm that in case I am/We are a Non-Resident Indian/ Person of Indian Origin / Overseas Citizen of India, I/We shall comply with all the statutory compliances as required from time to time under applicable laws/rules, and the Company shall not be liable for the same in any manner whatsoever. We shall keep the Company informed about any change in the above status and indemnified against any liability that may arise due to non-compliance of law/rules.

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

17. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Agreement for Sale. However, in case of any contradiction or inconsistency between the terms and conditions herein, and the terms and conditions as may be specified in the Agreement for Sale, the terms and conditions specified in the Agreement for Sale shall take precedence over the terms and conditions set out herein.

I/We hereby enclose a Cheque/Demand Draft No. _____
dated _____ drawn on _____ Bank, Branch at _____
for an amount of
Rs. _____ (Rupees _____) in favour of
Agarwal Associates (Promoters) Ltd., payable at New Delhi, being part
payment of Booking Amount / Earnest Money.

I/We have clearly understood and agreed that this Application Form will be processed by the Company only after receipt of complete Booking Amount along with applicable taxes, as specified in the payment schedule more particularly mentioned in **Annexure-C**.

In case there is any change in the information provided by me/us, it will be my/our responsibility to inform the company about the updated information in the due course of time. .

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing material has been concealed or withheld by me/us therefrom. I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same.

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

ANNEXURE-A

**Photograph
(Sole/
First Applicant)**

DETAILS OF THE APPLICANT

1. SOLE/ FIRST CO-APPLICANT

	First Name	Middle Name	Surname
Name			
Father's/ Husband's/ Karta's/ Director's/ Partner's/ Trustee'			

Marital Status _____ If married, name of the Spouse_____

Anniversary Date_____

Date of Birth _____

Profession_____, Designation _____

Company's/Firm's Name & Address _____

Residential Status:

Resident [] or Non-Resident[] or Person of Indian Origin[]

Nationality_____ Passport No. _____ Date of Issue_____

Aadhar No. _____

Applicant Type: Individual [] HUF [] Firm [] Company [] Trust []

Other [] (specify) _____

Income Tax Permanent Account No. _____

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

Present Office Address:

Telephone: _____

Email: _____

Present Residential Address:

Telephone: _____

Email: _____

Address for Correspondence:

Telephone: _____

Email: _____

Mobile No. _____

Fax No. _____

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

Photograph
(Second
Co-Applicant)

2. SECOND CO-APPLICANT

	First Name	Middle Name	Surname
Name			
Father's/ Husband's/ Karta's/ Director's/ Partner's/ Trustee'			

Marital Status _____ If married, name of the Spouse _____

Anniversary Date _____

Date of Birth _____

Profession _____ Designation _____

Company's/Firm's Name & Address _____

Residential Status:

Resident [] or Non-Resident [] or Person of Indian Origin []

Nationality _____ Passport No. _____ Date of Issue _____

Aadhar No. _____

Applicant Type: Individual [] HUF [] Firm [] Company [] Trust []

Other [] (specify) _____

Income Tax Permanent Account No. _____

Present Address:

Telephone: _____

Email: _____

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

**Photograph
(Third
Co-Applicant)**

3. THIRD CO-APPLICANT

	First Name	Middle Name	Surname
Name			
Father's/ Husband's/ Karta's/ Director's/ Partner's/ Trustee'			

Marital Status _____ If married, name of the Spouse _____

Anniversary Date _____

Date of Birth _____

Profession _____ Designation _____

Company's/Firm's Name & Address _____

Residential Status:

Resident [] or Non-Resident [] or Person of Indian Origin []

Nationality _____ Passport No. _____ Date of Issue _____

Aadhar No. _____

Applicant Type: Individual [] HUF [] Firm [] Company [] Trust []

Other [] (specify) _____

Income Tax Permanent Account No. _____

Present Address:

Telephone: _____

Email: _____

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

ANNEXURE-B
DISCLOSURE

I. DETAILS OF THE PROJECT LAND

Description of the Project Land: Land situated at Khasra no. 1910, 1911, 1912, 1915, 2289 & 2295, Village Shahpur Bamheta, Ghaziabad, UP.

II. DETAILS OF THE PROJECT REGISTRATION UNDER RERA

1. Registration No.:
2. U.P. RERA Website Address: www.up-rera.in

III. DETAILS OF APARTMENT

<u>Particulars</u>	<u>Details</u>
Block/Building/Tower No.	
Apartment No.	
Floor No.	
Type	
Carpet Area (in Sq. Ft./Sq. Mt.)	<u>Sq. Ft.(Sq. Mt.)</u>
Balcony Area (in Sq. Ft./Sq. Mt.)	<u>Sq. Ft.(Sq. Mt.)</u>
Open Verandah Area (in Sq. Ft./Sq. Mt.)	<u>Sq. Ft.(Sq. Mt.)</u>

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

ANNEXURE-C

TOTAL AMOUNT AND PAYMENT DETAILS

Particulars	Amount (In Rs.)
Cost of Apartment	Rs._____/-
GST on Cost of Apartment	Rs._____/-
Power Back Up Charges (____ KVA) @ Rs. _____ Per KVA	Rs._____/-
GST on Power Back Up Charges	
Advance Maintenance Charges (for 1 year)	Rs._____/-
GST on Advance Maintenance Charges	Rs._____/-
Government Levies (Labour Cess)	Rs._____/-
Other Applicable Taxes	Rs._____/-
Total Price (A)	Rs._____/-
Interest Free Maintenance Security Deposit(B)	Rs._____/-
Sinking Fund (C)	Rs._____/-
Total Amount (A+B+C)	Rs._____/-

Notes:

1. In case of revision in GST or any other statutory tax, fee, charges, from time to time, the same shall be payable over and above the total amount stated above.
2. Applicable Stamp duty & Registration Charges and Legal/Advocate Charges/Deed Writing Charges, and other Incidental Charges shall be extra.
3. The interest due, on delayed payments (if any) by the Applicant shall be calculated by the Company after receipt of final payment from the Applicant; and
4. If any other/additional demand is made by any Authority in respect of the Project/Apartment/Application for which the Developer may be held responsible, and/or liable, the share of all such demands shall be payable by the Applicant, in the proportion that the Allotted Apartment Carpet Area bears to the Total Carpet Area of all the apartments within the Project.

PAYMENT PLAN

Sl. No.	Particulars	Amount (In Rs.)

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

ANNEXURE-D

DOCUMENTS SUBMITTED BY THE APPLICANT

1. Booking amount cheque/draft
2. Copy of PAN Card(s) of each applicant
3. For Company/Society/Trust: Certificate of Incorporation/Registration, Memorandum and Articles of Association and Certified copy of Board Resolution authorising the person executing the Application/Agreement For Sale/Sale Deed.
4. For Partnership Firm/ LLP: Copy of Partnership Deed, Firm Registration Certificate, Consent/Authorisation from all partners and written authorization in favour of the person/partner executing the Application.
5. For Foreign Nationals of Indian Origin: Passport photocopy of each applicant and funds from their own NRE/FCNR Account.
6. FOR NRI: Copy of Passport of each applicant and payment through their own NRE/NRO Account/FCNR Account
7. One Photograph of each applicant
8. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Driving License/Aadhaar Card, etc., of each applicant
9. Specimen Signatures and Photograph duly verified by bankers (in original) of each applicant
10. One Copy of Cancelled Cheque of each applicant

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant