

**PERFORMANCE APPLICATION FORM Phase - I**

Subject to final ATS to be notified by UP RERA

To

Annika Promoters Pvt. Ltd.  
 901, Akashdeep Building, 26-A  
 Barakhamba Road, New Delhi- 110001

Date of Booking \_\_\_\_\_

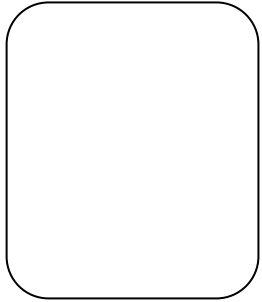
Dear Sir/ Madam,

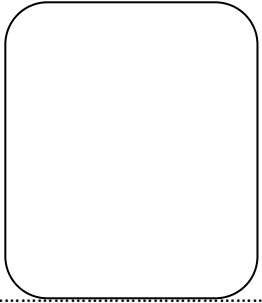
I/We remit herewith a sum of Rs ..... (Rupees .....  
 ..... Only) by account payee Demand Draft/ Cheque No .....  
 dated..... drawn on ..... Bank, as application money.

I/We agree and undertake to pay the total price of the apartment in a lump-sum as down payment/ by way of installments as per agreed plan and all other dues and charges as stipulated in this application and the allotment letter/ Buyer's Agreement and as per the payment plan explained to me/us by the company & clearly understood by me/us.

I hereby confirm that I have been made aware seen and understood the sanctioned plans and any modifications thereof, specifications of the project, schedule of completion of the project and other details including RERA Registration of the project and details therein. I also confirm having understood all the details, terms and condition of the project, booking and sale hereof and hereby pay the application money as a part of the booking amount.

**My / Our particular are given below for your reference and record**

MAIN APPLICANT	
Name : .....	
Father/ Husband or S/o, D/o, W/o : .....	
Date of Birth : ..... Nationality: .....	
PAN No. : .....	
Res. Address : .....	
Office Address : .....	
Telephone Res. : ..... Off. : ..... Mobile : .....	
E-mail : .....	
Occupation : ..... Company : .....	
Gross Salary : .....	

CO-APPLICANT	
Name : .....	
Father/ Husband or S/o, D/o, W/o : .....	
Date of Birth : ..... Nationality: .....	
PAN No. : .....	
Res. Address : .....	
Office Address : .....	
Telephone Res. : ..... Off. : ..... Mobile : .....	
E-mail : .....	
Occupation : ..... Company : .....	
Gross Salary : .....	

**DETAILS OF APARTMENT:**

Type of Apartment: \_\_\_\_\_ Tower No.: \_\_\_\_\_ Apartment No.: \_\_\_\_\_

Floor: \_\_\_\_\_ Carpet Area \_\_\_\_\_ (Sq.Ft) Balcony Area: \_\_\_\_\_ (Sq.Ft)

Total Area: \_\_\_\_\_ (Sq.Ft)\*

**COSTING**

S. No	Particular	Amount	Cost	Total Amount
1	Basic Sale Price			
2	Park/Pool Facing/PLC			
3	Road Facing PLC			
4	ADC			
5	FFC			
6	Club Member Sip			
7	Power Backup			
8	Interest Free Maintaince Security (FMS) @ _____			
9	Additional off			
<b>Total Cost of Flat</b>				
<b>Rupees</b>				

BOOKED BY/AUTHORIZED BY @ .....

Name \_\_\_\_\_ Signature \_\_\_\_\_

Authorized by \_\_\_\_\_ Signature \_\_\_\_\_

**REAMRKS**

**DECLARATION:**

I/We the applicants (s) do hereby declare that my/our application of registration for allotment of the apartment by the company is irrevocable and that the above particulars/ information given by me/ us are true and correct and nothing has been concealed there from.

It is also further cleared to me that this is not an application for allotment letter

**SIGNATURES:** Main Applicant \_\_\_\_\_ Signature \_\_\_\_\_

Co-Applicant \_\_\_\_\_ Signature \_\_\_\_\_

**BASIC TERMS & CONDITIONS**

1. The applicant has applied for allotment of Residential Flat to be developed and constructed in the Group Housing Project named as Signature Heights Phase 1, Ghaziabad (said Project) by M/s ANNIKA PROMOTERS PVT LTD., (hereinafter referred to as the "Company") on land situated in Village Noor Nagar in Ghaziabad (U P)
2. The allotment of the Residential Flats is entirely at the discretion of the Company. The allotment of the said Residential Flat shall be provisional and shall be confirmed on signing of Buyer's Agreement on the Company's standard format, which has been read and understood by the applicant. It is clearly understood that the Buyer's Agreement may suitably undergo such change as may be required in terms of Agreement to Sale as may be notified by Uttar Pradesh Real Estate Regulatory Authority/ State Government of Uttar Pradesh.
3. The applicant has fully satisfied himself about the nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per the prevailing by laws/ guidelines of the Chief Architect and Town planner, GDA, Ghaziabad and / or any 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 CATP, GDA, Ghaziabad and / or other authorities in this regard to the Company.
4. The applicant has examined the sanctioned plans and any modifications thereof, designs, specifications , schedule of completion of the Residential flat and has agreed that the company may effect 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, including change in dimensions or area, number etc. of the Residential Flat, sanctioned Plan, sizes, specifications are subject to change/modifications as may decided by the company/architect or any other competent authority in terms of and in accordance with Real Estate (Regulation & Development) Act, 2016 and Rules made thereunder and any other applicable law.
5. The Total Area of the Apartment includes the covered area plus the area under common area such as corridors, passages, staircases, munties, projections, water tanks, lift machine rooms, guard rooms etc.
6. Carpet area mean the net usable floor area of an apartment, excluding the area covered by the external walls, Areas under services shafts, exclusive balcony or varanda area and exclusive open terrace area, but exclusive the area covered by the internal partition walls of the apartments.
7. The applicant agrees that the amount paid with the application and in installments as the case may be, to the extent of 15% of the sale consideration and any other interest, dues, charges, commissions paid thereon the date of refund/cancellation, if any, of the Residential Flat shall collectively constitute the booking/ earnest money.
8. Timely payment of installments of total price and allied charges pertaining to the Residential Flat is the essence of the terms of 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.
9. The applicant has specifically agreed that if due to any change in the layout, the said residential flat ceases to be preferentially located, the company shall refund / adjust the amount of preferential location charges paid by the applicant in the last installment as shown in the payment plan.
10. The amount paid by the intending allottee will be treated as application money and if for any reason, whatsoever, be it for a circumstance, within or beyond the control of the company / builder, the whole or part of the project is abandoned, the - intending allottee shall have no claim of any kind against the builder, and the builder will be discharged of its obligations on the payment of the principal amount in full as received from the applicant, without any interest thereon.
11. All payments by the applicant shall be made to the Company through demand drafts / cheques drawn upon scheduled banks in favour of "ANNIKA PROMOTERS PVT LTD
12. Assignment of allotment of Residential Flat 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 assignee agrees to abide by all the terms of allotment/ Buyer's Agreement.
13. All statutory charges, taxes, cess and other levies demanded or imposed by the concerned authorities shall be payable proportionality by the applicant (s) from the date of booking as per demand raised by the company.
14. The maintenance, upkeep, repaired, 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 Flat shall pay, as and when demanded, the maintenance charges including interest free security deposit of 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 time specified shall also disentitle the applicant from the enjoyment of the common areas and services.

**SIGNATURES:** Main Applicant \_\_\_\_\_ Signature \_\_\_\_\_  
 Co-Applicant \_\_\_\_\_ Signature \_\_\_\_\_

15. Monthly Maintenance Charges (MMC) include charges towards Complex Maintenance & Facility Management services i.e., Security, Common area housekeeping, Garbage disposal, Horticulture, Maintenance of Lifts, Generators, Pumps, Filtration plant, Intercom system & other common area electro-mechanical equipments & the services of Electrician, Plumber & Estate Manager for the maintenance of the complex. Advance MMC will have to be deposited with the Company prior to possession at the rates decided by the Maintenance Agency/ Company based on the prevailing prices from the date of deemed possession or as decided by the Company.
16. Individual electric meter connection charges along with proportionate cost towards load sanction, equipment & installation charges for Transformer, Panel, VCBs, Cables, security deposit, pre-paid billing & monitoring etc. shall be charged extra prior to possession as decided by the company.
17. Applicant, having NRI/PIO 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 will not be liable in any manner on such account.
18. The Company shall have the first lien and charge on the said Residential Flat for all its dues and other sums payable by the applicant to the company.
19. Loans from the financial institutions to finance the said Residential Flat may be availed by the applicant. However, if a particular institutions/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.
20. The applicant undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/ made applicable to the said Residential Flat/Project.
21. The Company shall endeavor to give possession of the Residential Flat 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 for possession, as may be permitted under the applicable laws.
22. The applicant shall before taking possession of the Residential Flat, must clear all the dues towards the Residential Flat, executed in his favour by the company after paying stamp duty, registration fee and other charges/expenses.
23. The Applicant shall use/cause to be used the said Residential Flat for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Residential Flat and forfeiture of the booking/ earnest money and other dues as stated in Clause 7 herein above and the applicant will have to compensate the Company for all other losses resulting there from.
24. The Applicant shall be solely liable and responsible to pay property tax and all other taxes including GST, Service tax, charges, assessments, and levies etc. by whatever name called, assessed or imposed by Municipal or other authorities, whether levied now or in future, in proportion to the saleable/super area of the Flat irrespective of the fact that the Buyer has not been enjoying the benefit of the flat. If such charges are increased (including with retrospective effect) after the sale deed/ sub lease deed has been executed, then the proportionate increased charges shall be treated as unpaid sale price of the Flat and the Developer.
25. Detailed terms and conditions shall form part of the Buyer's Agreement, which the applicant shall execute, appear for registration and pay for such stamp duty and other charges thereof, as and when required by the company.
26. 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/Agreement to Sale, the terms whereof have been seen, read and understood/accepted by the applicant.
27. 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 as 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.
28. In case, there are joint applicants all communication shall be sent by the Company 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 communications shall be necessary to the other named applicants.
29. 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 7 herein above shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
30. The courts of Delhi alone shall have jurisdiction in case of any dispute.
31. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

**SIGNATURES:** Main Applicant \_\_\_\_\_ Signature \_\_\_\_\_  
 Co-Applicant \_\_\_\_\_ Signature \_\_\_\_\_