

APPLICATION FOR BOOKING OF RESIDENTIAL APARTMENT

In

AMBER BY ARIHANT

At: Plot No. GH-16 C, Sector-1, Greater Noida, (West) Uttar Pradesh

Application No.

Date

To,

M/s. CityCon BuildWel Pvt. Ltd.

(An Associates Company of Arihant Build Con Pvt. Ltd.)

Regd. Office: 602 6th Floor, Sachdeva Tower

Community Center, Karkardooma, Delhi-110092

Please affix
Passport Size
Photograph
(Applicant)

Please affix
Passport Size
Photograph
(Co-Applicant)

I/We requested that, I/we may be allotted a Residential Apartment in your project at (Name of the Project) located on Plot No. GH-16 C, Sector-1, Greater Noida, (West) Uttar Pradesh

I/We remit herewith a sum of Rs. [●]/- (Rupees [●] Only) by cash/DD/Cheque No. [●] dated [●] Drawn on [●] favoring “**M/s CityCon Buildwel Pvt. Ltd.**” payable at Delhi/ Noida. The Application for Booking would be considered for allotment of a Residential Apartment only on payment of 10% of the sale consideration of the Residential Apartment and the same shall be treated as Earnest Money.

I/We hereby agree to abide by the terms and conditions of this booking of the Residential Apartment. In the event the Company agree to allot me/us the said Residential Apartment, I/We agree to execute the Allotment Letter/ Sale Deed and such other documents, as required by the Company, for consummation of the transaction and further agree(s) to pay further instalments of price and other charges as stipulated in the Allotment Letter and the payment plan as opted by me/us.

I/We agree that the acceptance of my/our application does not entitle me/us to any right in the apartment until all payments in full have been made by me/us on or before the due dates.

I/We further agree that I/we shall abide by the terms and conditions of the Company that are in force or that may be brought in to force from time to time.

I/We have clearly understood that this application doesn't constitute any offer of allotment or any agreement to sell and I/we do not become entitled to the provisional and/or final allotment of an apartment notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application.

SIGNATURE OF APPLICANT

CO-APPLICANT

My/Our particulars are given below for your reference and record:

Particulars of First/Sole Applicant

Applicant's Name _____

Father's/Husband's Name _____

Date of birth _____ Occupation _____ Qualification _____

Correspondence Address _____

Permanent Address _____

Office Name & Address _____

Telephone No(s): Residence: _____ Mobile _____

Office: _____

Marital Status (Tick One) Married ☐ Single ☐

Res. Status (Tick One) ☐ Resident ☐ Non Resident

Citizen of India: YES/NO

Income Tax PAN No. _____

E-mail ID: _____

Particulars of Co-applicant

Applicant's Name _____

Father's/Husband's Name _____

Date of birth _____ Occupation _____ Qualification _____

Correspondence Address _____

Permanent Address _____

Office Name & Address _____

Telephone No(s): Residence: _____ Mobile _____

Office: _____

Marital Status (Tick One) Married ☐ Single ☐

Res. Status (Tick One) ☐ Resident ☐ Non Resident

Citizen of India: YES/NO

SIGNATURE OF APPLICANT

CO-APPLICANT

Income Tax PAN No. _____

E-mail ID: _____

Residential Apartment – UNIT DETAILS IN AMBER BY ARIHANT

Total Area of Apartment (in Sq. Ft) _____ (In equivalent _____ Sq. Mtrs.)

Built-up Area of Apartment (in Sq. Ft) _____ (In equivalent _____ Sq. Mtrs.)

Carpet Area of Apartment (in Sq.Ft) _____ (In equivalent _____ Sq. Mtrs.)

Type : _____

Unit No. : _____ (Tentative, subject to confirmation)

Floor : _____ Tower Name/No. _____

Car Parking: _____

Payment Plan (Tick One)

Down Payment Plan ☐ Construction Link Plan ☐ Flexi Payment Plan ☐

Sale Consideration:

Total Sale Consideration: _____ (all inclusive or excluding GST)

Basic Selling Price Rate (BSP Rate) _____

Price details:

A. Basic Selling Price: _____

C: Other Charges:

- | | | | |
|--------|---|---|-------|
| (i) | Floor PLC | : | _____ |
| (ii) | Preferential Location Charges (PLC) | : | _____ |
| (iii) | Power Back Up Charges | : | _____ |
| | (a) Upto 1 KVA: Rs. _____; | | |
| | (b) Over and above 1 KVA: Rs. _____ per KVA | | |
| (iv) | Club Membership Charges | : | _____ |
| (v) | EEC/FFC Charges | : | _____ |
| (vi) | Interest Free Maintenance Security Deposit | : | _____ |
| (vii) | Sinking Fund | : | _____ |
| (viii) | Lease Rent | : | _____ |

Declaration

I/We the above applicant hereby declare that the particulars given above are true and correct and nothing has been concealed thereof

First/Sole Applicant Name _____

Signature _____

Co-applicant Name _____

Signature _____

Date _____ Place _____

FOR OFFICE USE

Mode of Booking:

Direct/Agent _____

Booking Location _____ Date of Booking _____

Receiving Officer's name _____

Accepted: YES/NO

Booking Amount (Rs.) _____ Receipt No. _____ Date _____

Sig. of Receiving Officer _____ Date _____

Checked By: _____ Date _____

**INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION
FOR BOOKING / ALLOTMENT OF A RESIDENTIAL APARTMENT IN “AMBER BY
ARIHANT”**

The terms and conditions given below are tentative and are of indicative nature with a view to acquaint the applicant with the terms and conditions to be comprehensively set out in the Allotment Letter which upon execution shall supersede the terms and conditions set out in this application:

1. The intending Allottee(s) has made this application for booking/allotment of a residential apartment with full knowledge of all the laws/notifications and rules applicable to this area in general and this group housing project in particular which the promoter /developer's executive have further elucidated and the intending Allottee(s) hereby declares to have understood and agrees to the same.

2. The intending Allottee(s) shall give his complete address to the Company at the time of application for all communications and it shall be his own responsibility to inform the Company in writing by registered AD letter/Courier about all subsequent changes, if any, in his address (within seven working days), failing which, all demand letters/ notices and letters posted at the first registered address shall be deemed to have been received by him at the time when those should primarily reach such address and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
3. That in case there are joint intending Allottee(s), all communications shall be sent by the Company to the intending Allottee whose name appears first and at the address given by him which shall for all purposes be considered as served on all the intending Allottee(s) and no separate communication shall be necessary to the other named intending Allottee(s) and the intending Allottee(s) has/have agreed to the same.
4. The intending Allottee(s) has satisfied himself/herself about the interest and title of the Company in the land on which the said apartments are being constructed and has understood all limitations and obligations in respect thereof. The intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her in this respect in any manner whatsoever.
5. The intending Allottee(s) agree(s) that he/she shall pay the total sale consideration amount for the apartment and other charges calculated on the basis of total area which is understood to include pro rata share of the common areas, if any (as determined by the Company in its sole discretion) in **M/s. CityCon BuildWel Pvt. Ltd.** It is further understood by the intending allottee(s) that the calculation of total area of the apartment shall be more clearly defined in the Allotment Letter and upon execution of the Allotment Letter the method of definition of total area stated therein shall become binding on both the parties.
6. The intending allottee has seen and accepted the layout plans, designs, specifications which are tentative and the intending allottee authorizes the company to effect suitable and necessary alterations/ modifications in the layout plan/ building plans, designs and specifications as the company may deem fit or as directed by any competent authority(ies). There may be deviation/change in the sanctioned layout plans, designs, specifications etc. as may be permitted by the competent authorities and the intending Allottee(s) shall not object to any such deviations/changes. In case of substantial change or deviation in the sanctioned plan, the intending allottees(s) may seek cancellation of booking or opt for any other apartment under the sanctioned lay out plan subject to availability.

7. The Company hereby clarifies that the company does not provide warranty/ guarantee in respect of fixtures, equipments and fittings attached to the apartment, other than what the manufacturer provides, the warranty/ guarantee cards shall be handed over to the Allottee(s) at the time of handing over of the possession and the Allottees shall ensure the receipt of the same, and upon handing over of the Apartment to the Allottees, Allottees alone shall be responsible for it thereafter.
8. As per the layout plan it is envisaged that the apartment on all floors shall be sold as an independent apartment with impartible and undivided share in the land area underneath the plot. The intending Allottee(s) shall not be permitted to construct anything on the terrace. That, if any construction or changes are brought in by any of the Allottee(s) at any point of time without the permission of the company and of all required authorities for such construction by any Allottee(s), such construction shall be deemed to be illegal construction and any negative consequences ensuing thereof (whether tangible or intangible) shall be indemnified by the violator of this clause and the abettor thereof, whether arising directly or indirectly there from.
9. That the intending Allottee(s) shall not at any time demolish the said Unit or any part thereof nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Unit or any part thereof which may affect the other Units or common areas.
10. The construction of the apartment is likely to be completed within the time period mentioned in the allotment letter subject to the force majeure circumstances, regular and timely payments of installments by the intending Allottee(s), availability of building material, and change of law(s) by Governmental/ local authorities etc. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company.
11. The facility management and maintenance shall be done by the company or its nominee and the intending allottee(s) shall sign a "Maintenance Agreement" with the Company or its Nominee at the time of possession of the apartment. The Allottee(s) has/have also agreed to pay the maintenance charges of the said apartment to the Company or its nominee, as may be appointed by the Company. The intending Allottee(s) will deposit Interest Free Maintenance Security Deposit with the Company or its nominee, as may be appointed by the Company. The Company shall maintain, operate, upkeep and look after the common areas, facilities, amenities and services

during the period of 24 months from the date of occupation or delivery of possession whichever is earlier or as may be permitted by law from time to time.

12. The intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Company, who may in its sole discretion permit the same on such terms as it may deemed fit.
13. That it shall be the condition of allotment that the use of the Apartment shall be residential only and shall not be altered for any reason whatsoever at any point of time.
14. The intending Allottee(s) has/have agreed that for the purpose of calculating the sale price in respect of the said apartment the total area shall be the covered area, inclusive of the area under the periphery walls, areas under columns, full area of galleries and balconies, and other projections whatsoever, together with proportionate share in the common areas and facilities such as area under corridors, passages, staircases, lifts and lift rooms, electric sub-stations, clubs, water tanks, architectural features, entrances and exits of the building plus proportionate share of service areas to be utilized for common use and facilities and including all easement rights attached to the said Unit.
15. It is hereby agreed between the parties that if there is either reduction or increase in the total area of the said apartment or its location, no claim, monetary or otherwise will be raised or accepted, except that the agreed rate per sq. ft. and other charges shall be applicable for the changed area i.e. at the same rate at which the apartment was booked and as a consequence of such reduction or increase in the total area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.
16. It is abundantly made clear that in respect of all remittances, acquisition/ transfer of the said apartment, it shall be the sole responsibility of non-resident/ foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or any other relevant Statutory Enactments and amendments thereof along with the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application or Allotment Letter. Any refund, transfer of security if provided in terms of the Allotment Letter shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the

Reserve Bank of India or any other applicable law. The intending Allottee understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. He/the intending Allottee(s) shall keep the company fully indemnified and harmless in this regard. The company accepts no responsibility in this regard. Whenever there is any change in the residential status of the intending Allottee subsequent to the signing of this application it shall be the sole responsibility of the intending Allottee to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, further the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any intending Allottee and such third party shall not have any right in the application/ allotment of the said Apartment applied for herein in any way and the Company shall be issuing the payment receipts in favor of the Intending Allottee only.

17. The intending Allottee(s) agree to pay on demand taxes of all and any kind whatsoever including GST, whether levied or leviable now or in future on land and/or apartment(s) as the case may be, from the date of allotment of the apartment (s) and so long as each apartment is not separately assessed or such taxes for the land and/or building(s)/ tower(s), same shall be payable and shall be paid by the Allottee(s) in proportion to the area of his/her/their apartment(s). Such appropriation shall be made by the company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the intending Allottee(s).
18. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of any Block/Tower/Building or part thereof from the Banks/Financial Institutions after mortgaging the land/apartments. However, the sale deed in respect of the said Apartment in favor of intending Allottee(s) will be executed & shall be registered free from all encumbrances at the time of registration of the same.
19. The intending Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands etc. of the Group Housing Colony and also agree to comply with and carry out all the requirements, requisition, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the Greater Noida Development Authority/ Municipal Authority/ Government or any other competent authority in respect of the Apartment and building and the land on which the building is standing, at his/her/their own cost and expenses. The intending

Allottee(s) shall pay the same to the concerned Authorities directly or shall pay to the Company in their proportionate share on demand by the Company for the above said reasons before and after handing over the possession. The intending Allottee(s) shall keep the Company indemnified, secured and harmless against all cost and consequences and all damages, arising on account of non compliance with the said requirements requisitions demand etc. after possession.

20. Until a Lease Deed or such other document is executed & registered, the Company shall continue to be the owner of the said Apartment and also the construction thereon and this allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payment have been received by the Company.
21. The Company/Financial Institution/Bank shall have the first lien and charge on the said apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the intending Allottee(s) to the Company/Financial Institution/Bank.
22. (a) Installments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein. The intending Allottee(s) has/have agreed that the Company is under no obligations to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period given as per the installment plan, or in the event of breach of any of the terms and conditions of this allotment by the intending Allottee(s) or for any other reason, the company reserves the right to cancel the allotment after giving 30 days notice to the intending Allottee and 10% of the Basic Selling Price of the apartment shall be forfeited and balance amount will be refunded without any interest within 90 days from the date of cancellation.

(b) The intending Allottee agrees and hereby authorizes the company to forfeit 2% of the basic selling price in case the intending allottee on his own cancels the booking prior to the execution of the Allotment Letter or in case of non-execution of the Allotment Letter within thirty (30) days from the date of its receipt by the intending Allottee(s), the balance amount shall be refunded without any interest within 90 days from the date of cancellation.
23. That the Applicant(s) understands confirms and agrees that in case of delayed payment of any installment, the payment so made by the Applicant(s) shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.

24. Notwithstanding the above, the Company may, at its sole discretion, choose to waive its right to cancel the allotment / terminate the agreement. In such an event, the possession of the Apartment will be offered to the Applicant(s) only upon payment, of all outstanding dues, penalties, holding charges, etc., along with interest at the rate of SBI MCLR +2% p.a. till the date of realization of payment.
25. The Company reserves the right to transfer ownership of the Project in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant(s) undertakes not to raise any objection in this regard. However, the rights of the Applicant(s) vis-a-vis the Apartment will not be affected in any manner whatsoever.
26. That all costs and expenses towards registration, stamp duty, documentation etc. shall be paid by the intending Allottee(s).
27. It is specifically understood by the intending Allottee(s) that upon execution of the Allotment Letter, the terms and conditions as set out in the Allotment Letter shall supersede the terms and conditions as set out in this application.
28. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.
29. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

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

Signature of Applicant _____

Signature of Co-Applicant _____

Signature for **M/s CityCon BuildWel Pvt. Ltd.** _____

- Note:
1. TO BE FILLED IN BOLD LETTERS;
 2. Please tick wherever applicable;
 3. Person signing the application on behalf of other person/firm/body corporate shall file his/her authorization/Power of Attorney in accordance with law.