

APPLICATION FOR BOOKING OF AN APARTMENT

Application No. _____

Date :

To

Gulshan Developers Pvt. Limited
Corporate Office : 7th Floor, Gulshan One29
Plot no. C3-E1, Sector- 129 , Noida (U.P.)

Sir/Madam

I/We, (hereinafter referred to as “**APPLICANT**”) hereby submit my/our Application form for the booking of a Residential Apartment in Group Housing project namely “ **Gulshan Avante** ” (U P RERA Registration No. _____) situated at Plot No. GH-03A, Sector-16B, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh (herein after referred to as “**THE PROJECT**”) being developed and promoted by M/s Gulshan Developers Private Limited (CIN : U45201DL2003PTC121104) having its registered office at Flat No.-7, 3rd Floor, Plot No.-4, Dayanand Vihar, Delhi – 110092 and its principal place of business situated at 7th Floor, Gulshan One29, Plot no. C3-E1, Sector 129, Noida, Uttar Pradesh (hereinafter referred to as “**THE PROMOTER**”)

I/We after fully satisfying myself /ourselves in respect to the final layout plan, sanctioned plan, specifications and approvals for the Project as approved by the competent Authorities and about the status/right/title/interest of the Promoter over the land on which the Apartment / Building is being developed / constructed is/are applying for the booking of the Apartment,

The Applicant remit herewith a sum of Rs. _____

(Rupees _____)

only) by RTGS/Bank Draft /Cheque No. _____ dated _____ drawn on _____ towards the entire/ part of the Booking amount* for the provisional allotment of the Apartment.

*Please note that 10% of total price of the Apartment shall be construed as the ‘**Booking amount**’ .

In this Application form:

- (i) unless the contrary intention appears Words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- (ii) unless the contrary intention appears the term “APARTMENT” shall means Residential Apartment in the Project as described in Clause-2 of this Application form.
- (iii) the term “ALLOTTEE” shall include “Applicant” in whose favour the ‘Apartment’ is allotted.
- (iv) the Promoter and the Applicant / Allottee shall individually be referred as “Party” and collectively referred as “Parties”

APPLICANT(S)

1. PARTICULARS OF APPLICANT(s)
(To be filled in case of individual(s))

(a) First Applicant

Mr./Mrs./Ms _____
 Son/Wife/Daughter of _____
 Date of Birth _____ Marital Status _____
 Residential Status: Indian [] Non – Resident Indian []
 Foreign National of Indian Origin [] Nationality _____
 Residential Address _____

 Profession _____ E-Mail _____
 Tel. Residence _____ Office _____
 Mobile _____ Whatsapp No. _____
 PAN No. _____ Aadhar/Passport No. _____

Second/Joint Applicant

Mr./Mrs./Ms _____
 Son/Wife/Daughter of _____
 Date of Birth _____ Marital Status _____
 Residential Status: Indian [] Non – Resident Indian []
 Foreign National of Indian Origin [] Nationality _____
 Residential Address _____

 Profession _____ E-Mail _____
 Tel. Residence _____ Office _____
 Mobile _____ Whatsapp No. _____
 PAN No. _____ Aadhar/Passport No. _____

Third/Joint Applicant

Mr./Mrs./Ms _____
 Son/Wife/Daughter of _____
 Date of Birth _____ Marital Status _____
 Residential Status: Indian [] Non – Resident Indian []

APPLICANT(S)

Foreign National of Indian Origin [] Nationality_____

Residential Address_____

Profession_____E-Mail _____

Tel. Residence _____Office _____

Mobile_____Whatsapp no_____

PAN No. _____Aadhar/Passport No._____

(b) (To be filled in case of a Proprietorship Firm/Partnership Firm/Company)

M/s_____

Registered office_____

Tel . _____Office E-mail _____

PAN no. of Firm/ Company_____

Residential Status : Indian/ Non- Resident _____

Resolution/Board Resolution/ Authorization Letter dated_____

(c) Details of Proprietor/Partner/Authorized Person

Mr./Mrs./Ms_____

Son/Wife/Daughter of_____

Date of Birth_____Marital Status _____

Residential Status: Indian [] Non – Resident Indian []

Foreign National of Indian Origin [] Nationality_____

Residential Address_____

Profession_____E-Mail _____

Tel. Residence _____Office _____

Mobile_____Whatsapp No._____

PAN No. _____Aadhar/Passport No._____

APPLICANT(S)

2. 2. DESCRIPTION OF THE APARTMENT (APPLIED FOR BOOKING) :

- (i) Tower _____ (ii) Apartment No. _____
- (iii) Floor _____
- (iii) Carpet Area _____ Sq.Ft. (_____ Sq.Mtrs.)
- (iv) Super Area _____ Sq.Ft. (_____ Sq.Mtrs.)
- (v) Other Details, if any of Apartment _____

3. 3. DETAILS OF TOTAL PRICE OF APARTMENT (APPLIED FOR) :

The Total Price for the Apartment based on the Carpet Area is Rs. _____

(Rupees _____)

only) ("**Total Price**"). The breakup of total price is stated herein below:

		A	B	C	D
S. No.	Particulars	Amount (in Rs.)	GST Rate (in%)	GST Amount (in Rs.)	Total Amount including GST (in Rs.)
1	Cost of Apartment				
2	Add : charges for providing maintenance services for one year (See explanation 5(i) herein below)				
	Total Price of Apartment In Rs.				

(Rupees in words _____)

_____)

Explanation:

- (1) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment;
- (2) The Total Price above includes GST (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the project to the association of Allottees or the competent authority, as the case may be after obtaining the completion certificate / part completion certificate for the Building.

Provided that in case there is any change/modification in taxes/ GST rate, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification.

APPLICANT(S)

- (3) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes, levies etc. have been imposed or become effective. Further the Applicant is required to pay the said charges for the maintenance services only at the time of giving offer for possession by the Promoter.
- (4) Presently the Goods and Services Tax (GST) in respect of sale of under construction units in a residential project for all new project w.e.f. 01.04.2019 is 5% (without any GST input tax benefit) and GST in respect of providing maintenance services is 18%.
- (5) The total price of the Apartment includes:
- (i) The cost to provide and maintain essential services in the project for one year from the date of completion certificate/ part completion certificate of the Project, as the case may be. It is clarified that the said Maintenance charges shall be exclusive of charges for water, electricity/ power back-up and other consumable on actual basis for which the separate bills will be raised by the Maintenance Agency/ Promoter. That the Allottee is required to pay the aforesaid charges at the time of giving offer for possession of Apartment by the Promoter to the Allottee.
 - (ii) **Car Parking Spaces :** _____ nos ; Type : _____
 - (iii) **Power Backup (** _____ KVA); (KVA in Words _____)
 - (iv) One time Lease Rental to Authority :The Promoter has paid / shall pay one time lease rental amount to Noida Authority in respect of the Apartment. , on or before handing over the possession of the Apartment to the Allottee and it has been included in the Total price of Apartment.

4. HEADS OF EXPENSES NOT INCLUDED IN TOTAL COST OF APARTMENT :-

It is hereby clarified and understood by the Allottee that Total Price of the Apartment as stated in clause no. 3 above does not includes the following:-

- (i) Charges payable by the Allottee at the time of giving offer for possession of Apartment by the Promoter.
 - (a) Interest Free Maintenance Security deposit (IFMS) @ Rs. _____/- per Sq. Ft. of super area (i.e. Rs. _____ per Sq. Ft. of carpet area) to the Promoter. This IFMS shall be non-refundable but transferrable.
 - (b) 12 (Twelve) months advance club and recreational facility usages charges.
 - (c) Water & Sewerage connection charges and/or deposit or other levy which has been paid/payable by the Promoter to the concerned authorities or agencies on proportionate/ pro rata basis.
 - (d) Electricity connection/ meter charges and/ or deposit or other levy which has been paid/payable by the Promoter to the concerned authorities or agencies in relation to common area of the project on proportionate/ pro rata basis.
 - (e) IGL (Indraprastha Gas Ltd.) or other competent agency charges as required to be paid/payable by Promoter to enable supply of Piped natural Gas ("PNG") in the project on proportionate/ pro rata basis.
- (ii) That in terms of the amendment/modification made in Electricity/ other applicable laws, it becomes necessary to install separate electricity connection (Multi point connection) for Apartment and the Allottee hereby agrees to pay the entire cost of the said electricity connection charges and/or deposit or other charges as levied/ demanded by the concerned Electricity Department/ authority from time to time. The Allottee further agrees

to abide by any changes in law/regulation etc. if any becomes applicable in future in relation to the Apartment/ project for the aforesaid matters.

- (iii) All charges, i.e., stamp duty, legal expenses etc., for execution and registration of Agreement for sale to be executed and /or the sub-lease/ conveyance deed shall be borne and payable by the Allottee. The Allottee shall get registered these documents within stipulated time as conveyed by the Promoter.
- (iv) If the Government or any other authority under law demands/levies any additional fees, taxes, charges, by whatever name called with regard to Project Land / Apartment including development charges for roads, power, infrastructure facilities in the area and/or compensation to farmers / other stakeholders etc. from retrospective or prospective effect and the Promoter is required to pay such charges/levies/demands to the concerned Authorities, then Promoter has right to demand such charges/levies/demand from the Allottee on proportionate basis and the Allottee agrees to make payment of the same.
- (v) Applicable cost of availing any Optional Facilities such as Internet facilities etc. by Allottee (as stated in clause No. 5)

5. OPTIONAL FACILITIES IN THE PROJECT:

- (i) The Promoter may propose to provide facilities of Internet connection or Wi Fi or any other facility or amenity in this Project from time to time by the concerned independent supplier /vendor for benefit or convenience of the residents of the Project.
- (ii) The Allottee agree that these optional facilities are not to be construed as part of the standard specifications / legal offering at all. The Allottee, who wishes to avail any of the facilities is required to complete the documentation/ procedures as prescribed by Independent supplier of these facilities and pay additional applicable charges for installation, usage etc.
- (iii) The Promoter shall not be liable for any losses, damages on account of not providing any of such facilities or maintaining the quality, standard etc. thereof and it shall be the sole responsibility or obligation of the independent supplier of these facilities.

6. OTHER DETAILS

6.1 The Promoter shall periodically intimate in writing (through Registered Post/E.mail/Courier/SMS/Whatsapp) to the Applicant/ Allottee, the amount payable as stated in this Application form or Agreement for Sale/ Sub-lease and the Applicant/ Allottee shall make payment demanded by the Promoter within time and in the manner specified in the Payment Plan.

6.2 Payment Plan opted : CLP/ _____

7. DOCUMENTS TO BE SUBMITTED BY THE APPLICANT (ALONG WITH THE APPLICATION FORM) :-

- i. I/we enclose herewith, copies of following documents for your records and reference.
- ii. Address Proof: i.e. Aadhar Card /Voter's Identity Cards/Passport/Driving License etc.
- iii. PAN Card(s).
- iv. Three Photographs of each Applicant.
- v. Booking amount cheque/ draft/RTGS receipt.

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(Additional Mandatory documents in case of juristic person / other entities like Company/Society etc.)

- i. Memorandum and Articles of Association/By-laws.
- ii. Resolution/ Power of Attorney in favour of signatory passed by Board/Governing Body or the Power of Attorney (in original).
- iii. List of Directors/office bearers.
- iv. PAN Card and Address Proof of authorized signatory.
- v. PAN Card of Company /entity.

(Mandatory documents in cases of partnership firms)

- i. Partnership Deed.
- ii. Letter of Authority signed by all partners in favor of signatory.
- iii. PAN Card and Address Proof of Authorized Partner / Signatory.
- iv. PAN card of the Partnership firm.

(Mandatory documents in case of Foreign Nationals, PIO, NRIs and OCI)

- i. Passport (required) & Visa (if any).
- ii. Documents regarding payment through NRE/NRO account.

Note : All above documents must be notarized or self-attested.

OTHER TERMS AND CONDITIONS:

8. BOOKING

- (a) The Applicant(s) shall specifically indicate the preference of the Apartment booked and said preference shall not be allowed to be changed. However, Promoter may at its sole discretion entertain a request for change of category/preference, if available in the desired category.
- (b) If the change of category is allowed by the Promoter, the same shall not be final unless difference amount along with the other charges as payable, has been duly paid by the Applicant(s).
- (c) The Promoter may seek additional documents and/or information necessary for the compliance under Applicable Laws or to substantiate any information provided in the Application form.
- (d) In case of non-allotment of the Apartment at booking stage, the right of Applicant shall be limited only to the refund of the amount deposited without any interest.

9. PAYMENT

- (a) Payment Plan once opted by the Applicant(s), shall not be allowed to be changed.
- (b) Timely payment of installments as per Payment Plan and other dues as demanded by the Promoter is the essence of the Booking/ Agreement.
- (c) All payments shall be made by way of cheque/D.D./Pay order in the name of "Gulshan Developers Pvt. Ltd.- _____" payable at New Delhi OR such other name, details of which will be provided by the Promoter. The Allottee can also make payment through NEFT/ RTGS or other electronic payment mode into the Company's specified bank account, details of which will be provided to the Allottee at his/her request.

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- (d) For all payments through A/c Payee cheque / demand draft / bankers cheque the date of clearance of such A/c Payee cheque / demand draft / bankers cheque shall be taken as the date of payment. For online payment the date of intimation by the Allottee to the Promoter with proof of payment shall be taken as the date of payment. Promoter will credit Allottee account with the amount credited in the Promoter's bank account on the date of such intimation.
- (e) Cheques/ D.D. etc should be deposited only at the office of the Promoter or handed over to the authorised representative of the Company.
- (f) Allottee hereby understands that no cash payment shall be accepted by Promoter. Further, Allottee or any person on his/her behalf shall not deposit cash directly into Promoter's Bank account and promoter shall not acknowledge any such payment.
- (g) However, in case of return/dishonor of first booking cheque, the application shall stand rejected out rightly without any written intimation/notice to the Applicant(s) and no such right shall accrue such Applicant(s) by virtue of this Application.
- (h) Foreign National or NRI/PIO applicant(s) shall be solely responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing investment by such applicant in immoveable property in India including remittance of any payment for Apartment.
- (i) It is the sole responsibility of the Applicant / Allottee to deduct applicable Tax deduction at source ("TDS") on each payment made by Allottee as per Agreement /Application form, in accordance with the provisions of the Income Tax Act, 1961, for the time being in force. The amount deducted as TDS shall be credited to the account of the Allottee only on (i) submission of proof of deposit of TDS to the govt. account and (ii) submission of relevant TDS certificate to the Promoter with in due date prescribed under the Income Tax Act, 1961 or in any case latest by 31st May, following the end of financial year. After the afore date, no claim for depositing of TDS by Allottee would be entertained and Applicant/ Allottee shall be required to pay TDS amount to the Promoter.

10. COMMUNICATION DETAILS :

- (a) That all communication to be served on the Applicant / Allottee and shall be deemed to have been duly served if sent to the Applicant/ Allottee or the Promoter by Registered Post / courier / e-mail at their respective addresses specified below:
- (b) In case of joint application, all communication on behalf of Promoter be served on the First Applicant / Allottee only, as per communication details given in this application form itself.
- (c) Communication to Promoter shall be made at :
The CRM Team,
Gulshan Developers Pvt. Ltd.
Corp. Office : 7th Floor, Gulshan One29
Plot no. C3-E1, Sector -129, Noida, Uttar Pradesh- 201304.
Email :
- (d) It shall be the duty of the Applicant / Allottee and the Promoter to inform each other of any change in address/ communication details, subsequent to the execution of this application form.

11. MISC. TERMS :

- (a) The Applicant agrees that this Application is a mere request by the Applicant(s) for booking of the Apartment and merely submission of the application form; encashment of the booking amount and/or issuance of a receipt in acknowledgment of the amount tendered shall not automatically create any right or interest in the Apartment in favor of the Applicant. It is also clear to me/us that this application form is not an allotment and does not constitute

APPLICANT(S)

any right in the said apartment. The Promoter reserves the right to reject this application for booking without assigning any reason.

- (b) In case the Promoter rejects the application for booking of the Apartment due to any reason whatsoever, the Applicant(s) thereafter shall have no other right, claim or interest of whatsoever nature in the Apartment or against the Promoter except the refund of the actual amount deposited by him/her without any interest. After payment of this amount the Promoter shall be completely discharge of all obligations towards the Applicant.
- (c) The Applicant agrees and acknowledges that upon payment of complete booking amount of 10% of the Total Cost of Apartment and also execution of standard Agreement for sale or Sub- Lease on specified form, the allotment of the Apartment become final and binding on the Applicant and the Promoter, in accordance with the terms and Conditions contained therein.
- (d) In case, applicant(s) cancels the booking, default in payment of minimum 10% of Total price of Apartment within 30 days from the date of Application, being Booking amount and/or fails to sign or execute the Allotment Letter / Agreement for sale or sub-lease and other documents within the prescribed time limit, the Promoter shall have the right to cancel the booking after notice of such cancellation and forfeit the Booking amount (i.e. 10% of the total cost of Apartment) along with applicable taxes, paid to the Promoter.
- (e) The Applicant(s) acknowledges that the Promoter has provided all the information and clarifications as sought by the Applicant(s), and satisfied with the same. The applicant(s) have relied on own judgment and conducted inquiry before deciding to apply for the purchase of the said apartment. The applicant(s) has neither relied upon nor is influenced by an advertisements, representations, warranties or statements of any nature whatsoever, whether written or oral made by Promoter or any selling agents/brokers. . This application is complete and self-contained in all respects. No oral or any written representations or statements shall be considered constituting part of this application.

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. I/We agree to sign and execute all necessary agreements, deeds and other required documents as and when desired by the Promoter within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/ expenses incidental thereto. I / We further agree to be bound by the terms of the said agreements/ documents. I/We ,the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us unconditionally.

APPLICANT(S)

APPLICANT(S)

1 _____

Name :

2 _____

Name :

3 _____

Name :

FOR INTERNAL/ SELF USE ONLY

Name of Project : Gulshan Avante

Application No/ Date of application : _____

Name of Applicant : _____

Booking for Apartment no. : _____

Mode of Booking : Direct/ Broker/ Referral / _____

A: DETAILS OF ASSOCIATE / BROKER , if Any :

1. Name of Company /firm : _____

2. RERA Registration no. : _____

3. Address of Company : _____

4. Name of the Contact Person : _____

5. Contact Number(s) : _____

6. E-mail Id : _____

B : FOR OFFICE USE ONLY

Above Application received on _____ by _____

Application verified/ approved by : CRM/ Sales Dept. : _____

Date: _____

Special remarks (if any): _____

Authorised Signatory
For Gulshan Developers Pvt. Ltd.

APPLICANT(S)