-- Draft for RERA registration purposes only --

Logo of
the Company

APPLICATION FORM

S. No.....

Shivalik Akshay

Name of the company:- Galaxy Real Estate Developers and Builders Pvt. Ltd.
CIN:-
Full Registered Address:
Corporate Office Address:-
RERA Reg. No.:-
Contact Details:
Mail Id:- _____
Website company:
Website RERA:-www.up-rera.in

Date:

To,
Promoter name
Promoter Address
Office Landline:
E mail:
Website:

Dear sir/Madam,

I/we, the undersigned, apply for provisional allotment of Apartment (Herein referred to as **'Unit'**) in your Project named as **"**_____ ("**said Project**") being developed and constructed under lawful arrangement by M/s _____ (herein referred to as "**Promoter**") on land situated at _____

In the event of your agreeing to allot the said Unit, I/we agree and undertake to abide by the basic terms and conditions attached to this application form and being part thereof and also agree to sign and execute, as and when desired by the Promoter, the Allotment Letter and/or the Agreement For Sale on the Promoter's standard format which is in line with the format as specified by UP RERA Authority and I/we shall accept the specifications pertaining to the Unit and shall pay the Total Price of the said Unit inclusive of Basic Sale Price, Preferential Location Charges and Additional Cost, Government Levies/Taxes, Maintenance Deposit, applicable Stamp Duty etc. as and when demanded by the promoter.

I/we clearly understand that this application does not constitute an agreement for sale and I/we do not become entitled to the allotment of Said Unit notwithstanding the fact that the promoter may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Agreement For Sale, Addendum to the Agreement For Sale, if any and/or such other documents as may be required by the promoter (depending on the option availed) that the allotment shall become final and binding upon the promoter.

My/our particulars are given hereinafter:

Affix a Recent Colored Passport Size Photograph of the Applicant and Sign Across it.

1. **Name of First/Sole Applicant**
   Mr./Mrs./Ms......

   Son/Wife/Daughter of Mr. .....

   Date of Birth: ..... PAN No.: .....

   AADHAR No.: .....

   Marital Status : .....

   Nationality:

   Residential Status: Resident/Non- Resident

   Permanent Address:.....

   Correspondence Address:.....

   Contact No.:Res. ..... Office: ..... Mobile:.....

   E-Mail ID:.....

   Personal Details :-

   Occupation/Business .....

   Name of the Employer/Business.....

   Address of the Employer/Business .....

   Contact No. .....

   Annual Income .....

   Funding Detail:-

   The purchase consideration shall be paid out of

   Own Sources/Savings/Investments ☐ Financing from bank/Financial Institutions ☐

   Quantum of Loan to be raised Rs. .....

2. Name of Co-Applicant

Affix a Recent Colored Passport Size Photograph of the Applicant and Sign Across it.

Mr/Mrs/Ms. .....

Son/Wife/Daughter of Mr.....

Relationship with first applicant .....

Date of Birth:..... PAN No.: .....

AADHAR No.: .....

Marital Status: ..... Nationality: .....

Residential Status: Resident/Non- Resident

Permanent Address:.....

Correspondence Address:.....

Contact No.: Res.: ..... Office: ..... Mobile: .....

E-Mail ID:.....

Personal Details :-

Occupation/Business .....

Name of the Employer/Business.....

Address of the Employer/Business .....

Contact No. .....

Annual Income .....

In case the Applicant is a Company/Firm

Affix a Recent Colored Passport Size Photograph of the Authorized signatory and Sign Across it.

Name of Company/Firm.....

Registered Address.....

Date of Incorporation.....

Incorporation No.....

PAN No.: .....

Contact No.:Tel.No. ..... Mobile:.....

E-Mail ID:.....

Nature of business of the Company/Firm .....

Correspondence Address (in case different from registered address).....
.....

Name of Authorized Signatory: .....

Son/Wife/Daughter of.....

Designation of Authorized Signatory.....

Address of Authorized Signatory.....

Contact No.: Res.: ..... Office: ..... Mobile: .....

E-Mail ID:.....

Details of Flat/Unit/Apartment Applied For :-

Unit Type: ……

Block/Tower:…… Floor:……

Super Built Up (Sq. ft./Sq.Mtr.):……. Built Up (Sq. Ft./ Sq.Mtr.)……..

Carpet Area……

Basic Sale Price:……(Rupees……)

Preferential location Charges: …… (Rupees……)

Additional Cost……(Rupees……)

Taxes: ……(Rupees……)

Total Sales Price: …… (Rupees……)

Reserved Right of Parking: YES ☐ NO ☐

Open Parking ☐ Covered Parking ☐

Payment Plan opted: Down Payment ☐ Interest Free Construction Linked Installment Plan ☐ Flexi Payment Plan

If opted for down payment option: …….% of discount on payment of …….% of…….within…….days

Amount Paid with Application :-

Paid Rs……(Rs……including Taxes) vide Cheque/DD No…… dated …… Drawn on (Bank)…… Branch …… City …… Favoring "_____."

Mode of Booking: a. Direct ☐ b. Agent ☐

c. Employee Referral { Employee Name:
Employee Code:

Agent Information:

Agent Name:.....

Agent Address..... Agent Signature

Agent RERA Reg. No..... with Seal:

Agent Contact No.....

Declaration:

I/We hereby solemnly declare that the above particulars given by me/us are true to the best of my/our knowledge and belief.

I/We shall furnish any additional information(s) if required. In the event of any delay on my/our part to furnish any particulars desired by the Promoter, it shall be within the discretion of the Promoter to reject my/our application.

The Promoter/Promoter has no obligation or liability to allot me/us a unit.

In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the Promoter and it shall be final and binding on me/us.

Name of Applicant(s)	Signature of Applicant(s)
1	1.....
2	2.....

Date.....

Place.....

CHECKLIST

- Application Form is completely filled with photographs and duly signed by the Applicant(s) ☐
- Cheque for Application money/booking amount is in proper name and duly signed and dated ☐
- Self attested copies of PAN card and ADHAAR Card of all applicants are attached with the form ☐
- Address Proof and other relevant documents are attached with the form ☐

NOMINATION FORM

Nominees's Photo

Name of Nominee:.....

Date of Birth:..... Sex .....

Relationship with the first applicant/co-applicant:
.....

Address:.....

Specimen Signature (Nominee):.....

I certify that Mr./Mrs./Ms..... Son/wife/Daughter of ..... has signed in my presence and I verify his/her signature.

.....

(Applicant(s) Signature)

Witness Signature with Name & Address

1) .....

2).....

FOR OFFICE USE ONLY

1. Application Accepted/Rejected
2. Detail of Unit allotted

   Tower.....Floor.....Unit No. .....

   Super Built Up Area..... Sq.mt./Sq.ft

   Built Up Area..... Sq.mt./Sq.ft

   Carpet Area ..... Sq.yd./Sq.mt./Sq.ft.

   Basic Sale Price Rs. .....

   Preferential location Charges: (Rupees.....)

   Additional Cost.....

   Taxes Rs.....

   Total Unit Price Rs. .....

   (Subject to addition /modification/ Alteration in taxes, Cess, duties)
3. No. of Joint Applicants .....

Dated .....

Place ..... Authorized Signatory

TERMS AND CONDITIONS

ALLOTMENT

1. The applicant(s) has applied for the provisional allotment of a unit, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to the project, which have been well explained by the promoter/ Co-Promoter & understood by him/her/them.
2. The applicant(s) agrees that the allotment of the unit is entirely at the discretion of the promoter and the promoter has the right to reject any application without assigning any reason thereof. It is agreed that the possession of the unit may not be given by the promoter to the applicant before all payments/dues/taxes/duties etc. are cleared by the applicant at the time of execution and registration of the sale deed.
3. Notwithstanding anything contained in this application, the applicant(s) understands that the application will be considered as valid, enforceable and proper only on realization of the amount tendered with this application.

TITLE

4. The applicant(s) has satisfied himself/herself/themselves about the interest and title of the promoter in the land on which the said project/unit is being constructed and has understood all limitations and obligations in respect thereof.

LAYOUTS AND PLANS

5. The applicant(s) has seen, understood and accepted the approved plans, specifications, amenities and facilities to be provided in the project/unit.
6. The applicant(s) agrees and undertakes to abide by the terms and conditions of all the permissions, sanctions or directions issued by the concerned authority and shall not interfere in layout, plans and drawings implementation.
7. The applicant(s) understands and agrees that the Promoter may make any changes in the approved layout plan, sanctioned plan and specifications and the nature of fixtures, fittings, amenities of the Project as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under by the concerned State Government. The Promoter is entitled to make such minor additions or alterations as may be required by him/her/them or such minor changes or alterations as may be necessary due to architectural and structural

reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to him/her/them.

8. The area of unit may increase or decrease on actual constructions and this shall be considered as per provisions of applicable laws or terms and conditions of Agreement for sale. Accordingly price of the unit may be increased or decreased and the applicant(s) agrees to pay the recalculated balance (if any) as per the terms and conditions of the agreement.
9. In case where the Promoter proposes for a revision in layout plan of the project with the consent of applicant(s) and thereupon his/her/their said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund or demand preferential location charges, without any interest, which he/she/they hereby agrees to pay/be refunded/be adjusted in last installment as stated in the payment plan opted by him/her/them.

AGREEMENT FOR SALE/ ALLOTMENT LETTER

10. The applicant(s) agrees to sign & execute as and when desired by the promoter, the allotment letter and /or the agreement for sale, in adherence to the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under by the concerned State Government on the prescribed format provided by the promoter.

PAYMENTS

11. The applicant(s) agrees to pay sale price of the unit, other additional charges, taxes, duties and cesses as fixed and informed by the promoter.
12. The expenses for stamp duty etc. for execution of any legal document such as Agreement for sale, Sale deed etc., legal fee and other miscellaneous charges and registration charges etc. shall be borne by the applicant(s). Any penalty/fine for the delay in execution/ registration of legal document will be solely borne by the applicant(s).
13. All the payments shall be made through cheque/demand draft to be issued in favor of……, payable at……(Bank and Branch name). In case if RTGS/NEFT is being done by the applicant(s) and the same is not being informed to the promoter then under such circumstances receipt of such deposit may not be issued and applicant(s) will not complain for the same.
14. Applicant(s) agrees that the amount paid with the application and in installments as the case may be, to the extent of ……..% of total price of the said unit shall collectively constitute the booking amount.

15. The applicant(s) agrees to pay the balance amount in accordance to the payment schedule as provided by the promoter. The applicant(s) understands that the timely payment is the essence of the terms of booking. If the Applicant(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.
16. Since the construction of unit depends on timely payment of installments, delay in payment of any of the installment by the applicant(s) will result in delay in possession for which the promoter will not be responsible. The applicant(s) shall not be entitled for any penalty/compensation from the promoter for delayed possession on account of delay in payment of any of the installments by him/her/them.
17. The applicant(s) agrees to pay to the promoter extra charges on any additional facility provided by the promoter in future during construction.
18. The applicant(s) agrees that in case any payment is made towards the said unit from any third party account then there would be no claim by such third party in the said unit against the payment made from third party account and the Promoter shall not be liable or responsible for any inter-se transaction between such third party and the applicant in any manner whatsoever. In the event, the applicant make any payment through any third party account then he/she/they hereby agree(s) to submit a declaration signed by such third party to the Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue receipt of such payment made by applicant(s) from third party account.

CANCELLATION

19. If applicant(s) cancels the application within ……(Days/months) from the date of application in that case he/she/they shall be entitled to get the refund of whole amount paid by him/her/them after deducting taxes thereon and if applicant(s) cancels the application after ……month from the date of application (one month advisable), the promoter shall forfeit ___% of booking amount as administration charges and all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit, from the amount received by promoter from applicant till date.
20. In case the applicant(s) fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan, despite having been issued notice in that regard, the applicant(s) shall be liable to pay

interest on the unpaid amount at the rate as prescribed time to time by the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under.

21. In case of default by applicant(s) under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Apartment in favor of the applicant(s) and refund the money paid to him by the applicant(s) after deducting the booking amount, Taxes and the interest liabilities and this agreement shall thereupon stand terminated. Provided that the promoter shall intimate the applicant(s) about such termination at least 30 days prior to such termination.
22. In the event of cancellation of unit the applicant shall have no right, lien or interest on the said unit and the promoter shall have the sole right to sell the said unit to any other person in its sole and absolute discretion.
23. The applicant(s) hereby agree that in case of cancellation of booking of the said unit, he/she/they shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.

POSSESSION

24. The Promoter shall endeavor to give the possession of the unit to the Applicant(s) within committed period unless there is a delay due to force majeure circumstances or there is a delay due to any reasonable circumstances and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the total sale price and other charges due and payable up to the date of possession according to the payment plan applicable to his/her/there. The Promoter on completion of the construction shall issue final call notice to the Applicant , who shall within 30 days thereof remit all dues and take possession of the unit in the event of his/her failure to take possession any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
25. The Applicant(s) agrees that the sale of the unit is subject to force majeure clause which interalia include a case of war, flood, drought, cyclone, earthquake or any other natural calamity caused by nature affecting regular development of real estate project, the Promoter shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the said premises on account of force majeure circumstances.

26. It is understood and agreed that as per the provisions of RERA the proportionate undivided share in the common area would be transferred to the Association of Allottees or the competent authority, as the case may be and not to the customer/buyer.

27. The applicant(s) shall after taking possession or deemed possession of the said unit as the case may be or at any time thereafter have no objection to the promoter constructing or continuing with the construction of Project Building or other Building(s) adjoining the unit sold to the unit allottee.

MAINTENANCE

28. The Applicant(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping of the unit and providing the various services as determined by the Promoter or its nominated agency as and when demanded by the Promoter or its nominee. This arrangement will be carried out until the services are handed over to the Association of Allottees or the competent authorities, as the case may be. The Applicant(s) agree(s) and consents to this arrangement and will not question the same singly or jointly with other Applicants.
29. The applicant(s) hereby agrees to become the member of Association of Allottee (AOA) for availing the Maintenance Services of the Project upon the Promoter handing over the same to the AOA, applicant(s) hereby agrees to join the said AOA. Further the applicant(s) shall enter into a separate maintenance agreement.

INDEMNIFICATION

30. The applicant(s) shall indemnify and keep the promoter its agents, employees, representatives, estate and effect indemnified and harmless against all actions proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the promoter by reason of any breach or non observance, non performance of the terms and conditions contained herein by the applicant(s) and or due to non compliance with any rule, regulation, loss as may be laid down by any Authority/Department/Government and/or nonpayment of municipal taxes, charges and other out goings in respect to the said unit. The applicant(s) agrees to pay such losses on demand that the promoter may or likely to suffer. This is in addition to any other right or remedy available to the Promoter.

CORRESPONDENCE

31. The applicant(s) shall get his/her/their complete address and e-mail ID registered with the Promoter at the time of booking and it shall be his responsibility to inform the Promoter through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him/her/them at the time when those should ordinarily reach at such address and he/she/they shall be responsible for any default in making payment and other consequences that might occur there from. The applicant(s) hereby agrees that the Promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Promoter.
32. In case there are joint applicants, all communications shall be sent by the Promoter to the applicant whose name appears first, at the address given by him/her/them for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.

GENERAL TERMS & CONDITIONS

33. In case the applicant(s) has NRI/ PIO status or if the applicant(s) is foreign national(s) then he/she/they 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/ Promoter, the amount paid towards booking and further consideration will be returned by the Promoter as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant(s) agrees that the Promoter will not be liable in any manner on such account.
34. In case the applicant(s) want to avail loan facility to facilitate the purchase of the said unit, the promoter shall facilitate the process subject to the following :
    a. The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only.
    b. The responsibility of getting the loan sanctioned and disbursed as per the Payment Schedule opted will rest exclusively on the applicant(s). In

the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the promoter as per the schedule, shall be ensured by the applicant(s).

c. In case of default in repayment of dues of the financial institution/agency by the applicant(s), the applicant(s) authorize the promoter to cancel the allotment of the said unit and eligible refundable amount shall be directly paid to the financing institution/agency on receipt of such request from financing agency without any reference to the applicant(s)

35. The applicant(s) has no objection in case the Promoter creates a charge on the entire project during the course of development of the project for raising loan from any banking and/or financial institution. However, such charges if created shall be vacated before handing over possession of the residential flat/apartment to the applicant(s). The creation of such charge shall not affect the rights of the applicant to the said unit/apartment.
36. If any misrepresentation/concealment/suppression of material facts are found to be made by the applicant(s), the allotment will be cancelled and ___% of booking amount (administration charges) and all/any taxes as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
37. The applicant(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible. Further the applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination.
38. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Courts where property under subject to sale is situated.

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Promoter that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions

provided in this application, I/we shall be left with no right, title, interest or lien under this Application qua the said Unit. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

1 .....

2 .....

Name of Applicant(s) Signature of Applicant(s)

Dated .....

Place .....