

# Booking Application Form

RERA Registration No. UPRERAPRJ2795

To,  
M/s KW Homes Pvt. Ltd.  
B-97, Sector - 63, Noida  
Gautam Budh Nagar, U.P. – 201301  
CIN: U45400DL2012PTC244339

Dear Sir,

I/We request you to book a Retail Shop/ Unit (as prescribed in section "B") in your project "**KW Delhi 6**" situated at Meerut Bypass Road, Raj Nagar Extension, Ghaziabad, U.P., India which is being promoted and developed by M/S KW Homes Pvt. Ltd. (Hereinafter referred to as the 'Company'). The company has shown me/us the project site, sanctioned plans, title of the land as well as other legal & technical documents related to the project, stage-wise completion schedule and specifications etc. Thereafter only, I/we has/have determined to book the retail shop No..... without any influence of the marketing material, brochure, advertisement, presentation of the marketing staff or real estate agent etc. I/we have checked and verified all the land details, Agreement for Sale (ATS) & all other documents of the above said project on RERA website [www.up-rera.in](http://www.up-rera.in) and concerned authorities personally, and I/we has/have found them satisfactory. I/We agree to sign and execute the Agreement for Sale (ATS) strictly as and when required and shall bear the ATS registration stamp duty and allied charges related to registration of ATS and also shall abide the ATS terms and conditions.

I/We have understood and opted for the payment plan which is most appropriate to me/us and I/We agree to pay booking amount & installments as per opted payment plan along with other charges as stipulated /demanded by the company. I/we clearly understand that this application does not constitute an agreement for sale/agreement and I/We do not become entitled to final allotment of the retail shop/ Unit until the execution and registration of ATS.

## Section – A

**My/Our particulars are given below:**

**Main Applicant**

1. Mr./Mrs./Ms. \_\_\_\_\_

Son/Wife/Daughter of Mr./Mrs. \_\_\_\_\_

Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian origin

Nationality \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

Office Address \_\_\_\_\_

Tel. (Res) \_\_\_\_\_ Office \_\_\_\_\_

Mob. \_\_\_\_\_

Aadhar No. \_\_\_\_\_ E-Mail ID: \_\_\_\_\_

PAN No. \_\_\_\_\_ Passport No. \_\_\_\_\_

Marital Status \_\_\_\_\_

Permanent Address:

\_\_\_\_\_ PIN \_\_\_\_\_

### **Second Applicant / Co- Applicant**

2. Mr./Mrs./Ms. \_\_\_\_\_

Son/Wife/Daughter of Mr./Mrs. \_\_\_\_\_

Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian origin

Nationality \_\_\_\_\_

Correspondence Address:

\_\_\_\_\_ PIN \_\_\_\_\_

Office address \_\_\_\_\_

Tel. (Res) \_\_\_\_\_ Office \_\_\_\_\_

Mob. \_\_\_\_\_

Aadhar No. \_\_\_\_\_ E-Mail ID: \_\_\_\_\_

PAN No./Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_

Marital Status \_\_\_\_\_

Permanent Address:

\_\_\_\_\_ PIN \_\_\_\_\_

**For Firms**

3. M/s. \_\_\_\_\_ a Partnership /  
Proprietorship firm having its registered office at \_\_\_\_\_  
and corporate office at \_\_\_\_\_  
through its authorized signatory Partner/ Sole Proprietor Mr./ Ms./ Mrs. \_\_\_\_\_  
Residential Address: \_\_\_\_\_ PIN \_\_\_\_\_

**(Copy of Authorization letter and registered Partnership Deed enclosed)**

**For Companies**

4. M/s. \_\_\_\_\_ a company registered under the  
company Act, 1956/2013, CIN No \_\_\_\_\_ having its registered office at \_\_\_\_\_  
PIN \_\_\_\_\_  
through its duly authorized signatory Shri/ Smt. \_\_\_\_\_  
vide authorized by Board of resolution dated \_\_\_\_\_ (herein after referred to as the  
applicant(s) /intending allottee(s) which expression shall unless repugnant to the context or meaning thereof to  
be deemed to include its successors and assigns) **(Copy of board of resolution along with a certified copy of  
Memorandum & Articles of Association enclosed)**

**For HUF**

5. Mr \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_  
aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known  
as \_\_\_\_\_ (HUF), having its place of business / residence  
at \_\_\_\_\_, (PAN No. \_\_\_\_\_),  
hereinafter referred to as the "Applicant" (which expression shall unless repugnant to the context or meaning  
thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective  
heirs, executors, administrators and permitted assigns). (Copy of Authorization letter and Pan No. enclosed)

**Section – B (Property Details)**

Retail Shop/Unit No. \_\_\_\_\_ 2. Floor \_\_\_\_\_ 3. Carpet Area: \_\_\_\_\_ (Sq.Ft.) \_\_\_\_\_ (Sq.Mt.)

**Total Sale Price of the Retail Shop:**

A. Sale Price of the Retail Shop Rs. \_\_\_\_\_

B. Basement/Covered car Parking Space (Mechanical/Normal)  
(For usage rights only) Rs. \_\_\_\_\_

C. Maintenance Charges @ Rs. 25 per Sq. Ft. for 3 months Rs. \_\_\_\_\_

D. Benefits under Anti Profiteering Clause Rs. \_\_\_\_\_

TOTAL (A+B+C-D) Rs. \_\_\_\_\_

E. GST @ .....as applicable Rs. \_\_\_\_\_

**Total sale Price (TSP) (A+B+C-D+E)** Rs. \_\_\_\_\_

\*Total price includes breakup of the amounts such as cost of Shop, cost of exclusive balcony or verandah areas,  
cost of exclusive open terrace areas and proportionate cost of common areas, preferential location charges,  
taxes, maintenance charges etc., if/as applicable.

\*Meter connection charges for \_\_\_ KVA and DG Power Back-Up of \_\_\_ KVA is inclusive of the total sale price of the said retail shop. Additional electric meter load shall be charged @ Rs. 10000 per KVA and additional DG power back up shall be charged @ 25000 per KVA on availability.

\*IFMS (Interest Free Maintenance Security) @ Rs. 200 per Sq. Ft. shall be charged at the time of possession.

\*All other ancillary charges along with Stamp duty, registration charges etc. and Rs. 15000 as legal charges/advocate fees, related to conveyance deed etc. shall also be charged at the time of possession.

### **PAYMENT PLANS**

Name of Payment Plan Opted: \_\_\_\_\_

#### DOWN PAYMENT PLAN (Self Funding Only)

At the time of Booking	10% of TSP
Within 45 Days OF Booking	85% of TSP
On Offer of Possession	5% of TSP + IFMS + Stamp Duty etc.

#### CONSTRUCTION LINK PLAN

At the time of Booking/ Earnest Money	10% of TSP
Within 30 Days of Booking	15% of TSP
Within 60 Days of Booking	15% of TSP
On Start of Excavation	10% of TSP
On Casting of LG floor/Basement 1 slab	10% of TSP
On Casting of Ground floor/Upper Floor slab	10% of TSP
On Casting of 1st floor slab	10% of TSP
On Casting of 2nd floor slab	10% of TSP
On Completion of 3rd floor slab	5% of TSP
On Offer of Possession	5% of TSP + IFMS + Stamp Duty Etc.

#### TIME LINK PYMENT PLAN (Self Funding Only)

At the time of Booking / Earnest Money	10% of TSP
Within 30 Days of Booking	15% of TSP
Within 3 Month of Booking	15% of TSP
Within 6 Month of Booking	15% of TSP
Within 9 Month of Booking	10% of TSP
Within 12 Month of Booking	10% of TSP
Within 15 Month of Booking	10% of TSP
Within 18 Month of Booking	10% of TSP
On Offer of Possession	5% of TSP + IFMS + Stamp Duty Etc.

Name of Other Plan..... as per Annexure A.

#### Note:

The Other Plan as per annexure "A" has been specifically drafted by the company on my/our request and I/we hereby accept all the terms and conditions related to other plan without any objection. I/we shall abide all the terms and conditions of the payment plan along with other formalities.

Reference: Direct / Agent Sign with Stamp

Agent's RERA Registration No. \_\_\_\_\_ GSTN. \_\_\_\_\_

Name & Contact No. \_\_\_\_\_ Agent/Reference Signature with

Stamp \_\_\_\_\_

### **Declaration**

I/We, the applicant(s) accept(s) the booking at above total sale price and assure(s) to pay the installments as per chosen payment plan for the above mentioned unit. In case, I/we opt for the construction linked payment plan, I/we shall pay the total due amount as per status of construction within 60 days from the date of booking.

I/We, the applicant(s) do hereby declare that my/our request for booking and allotment is irrevocable and that the above particulars/information given by me/us is/are true and nothing has been misrepresented/concealed. I/We undertake(s) to inform the company of any change in the above particulars/information particularly the address etc., till the property, if allotted, is duly registered in my/our name(s).

Further, I/we assure to the company that I/we shall use the above retail shop space for the business of public daily needs and not in contravention of any law, terms and conditions in force for the time being. I/We shall give first choice of lease to the company and thereafter to someone else as the first right of refusal for the lease with regard to the said retail shop shall remain with the company.

Signature of Main Applicant \_\_\_\_\_ Place: \_\_\_\_\_

Signature of the Co-Applicant(s) \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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### **Section – C (For Office Use only)**

1. Part/Full Booking Amount Received Vide Cheque/DD/RTGS no. \_\_\_\_\_ of Rs.

(Rupees: \_\_\_\_\_  
\_\_\_\_)

drawn on \_\_\_\_\_ of Branch \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/20\_\_\_\_ for booking  
of Shop no. \_\_\_\_\_ at \_\_\_\_\_ Floor.

2. Mode of Booking: Direct / Agent

Agent Name: \_\_\_\_\_ Firm Type: \_\_\_\_\_  
RERA No. \_\_\_\_\_ GSTN. \_\_\_\_\_

3. Check list of Applicant(s): **ID & Address Proof** **Photo** **Email ID** **Contact no.**

a. Aadhar  
No. \_\_\_\_\_

b. PAN: \_\_\_\_\_ (Copy  
of PAN Card/ Form 60 enclosed)

c. Memorandum of Association/Articles of Association (for booking in the name of Companies) and Board of Resolution.

d. Copy of Passport / Voter ID and Account details (For NRIs and PIOs to make payment through  
NRE/NRO/Foreign Currency Accounts Only)

e. Photograph and Signatures of Applicant(s).

f. Copy of authorization letter and registered partnership deed (For Partnership Firm)

g. Copy of Authorization Letter and Pan No. (For HUF)

4. Remarks

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Date: \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_

Signature of Authorized Person by the Company  
(Checked, Verified and accepted by the company)

### Section – D

#### **Terms and Conditions for Booking of a Retail Shop In KW Delhi 6**

##### **1. BOOKING**

**1.1:** Mere submission of the application for booking of Retail Shop/ Unit does not automatically confer allotment.

**1.2:** No application for Retail Shop/ Unit shall be accepted by the company without 10% of TSP (booking amount) is accompanied with the booking form. The company can forfeit 10% of TSP as booking amount, if any term and condition of the application form is violated.

**1.3:** The application shall remain provisional until the Agreement for Sale (ATS) is duly executed and registered between the Applicant(s) and the Company.

**1.4:** The Applicant(s) has/have specifically opted for the preference of the Retail Shop/ Unit and said preference and/or payment plan shall not be allowed to be changed after ATS. However, company may at its sole discretion entertain a request for change of retail shop no./payment Plan/change in the name of applicant(s) etc. by charging administrative charges which shall not be more than 10% of the total sale price of the above retail shop subject to completing the formalities with the sub registrar, Ghaziabad by paying ATS registration charges etc. by the applicant(s).

**1.5:** If the change of unit/payment plan/ change in the name of allottee(s) etc. is allowed by the Company, the same shall not be final unless administrative charges and difference in amount along with the interest as payable, has been duly paid by the Applicants(s).

##### **2. PAYMENT**

**2.1:** Payment plan as opted by Applicant(s) shall not be allowed to be changed however if applicant(s) fail(s) to pay the amount as per chosen payment plan by any reason, the company shall have the sole discretion to change the payment plan and applicant(s) shall pay further as per new payment plan. However the difference of the price with regard to both the payment plans along with applicable interest, GST and administrative charges shall be borne by the applicant(s).

**2.2:** Time shall be the essence of the booking and any delay in payment shall confer upon the Company absolute option and right to cancel the booking and forfeit the earnest money. However, in exceptional circumstances, the company in its sole discretion can condone the delay in payment by charging interest

as per rules. In such event the company shall have the right of waiving of forfeiture of booking amount (10% of TSP) and accepting the payment in the manner herein stated but no right whatsoever, would accrue to applicant(s) for identical relief in reference to any subsequent default.

**2.3:** All payments shall be made by way of Cheque/D.D./RTGS in the name of the company M/s KW Homes Pvt. Ltd. Only. The Cheques which are issued from the bank account of the Applicant(s) and loan account cheques/DD shall be accepted. Third party cheques which are other than applicant(s) shall not be accepted.

**2.4:** Payments made by the applicant(s) will first be adjusted towards the interest and administrative charges if due; and thereafter the balance will be adjusted towards the installments.

### **3. TOTAL SALE PRICE**

**3.1:** The Total Sale Price may vary at the discretion of the company at any time before acceptance of the Application form but it shall remain fixed after acceptance.

**3.2:** Total Sale Price shall include the followings:

- Total Sale price includes breakup of the amounts such as cost of Shop, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes and maintenance charges for 3 months from the date of fit out period.
- Taxes, impositions of levies or duty, service tax, Cess, GST etc. as applicable, imposed by the Govt./ authorities for the sale of the said shop.
- Individual Electric Meter Connection charges of \_\_\_ KVA and DG Power Back Up of \_\_\_ KVA shall be included in TSP.

**3.3:** Total Sale Price shall not include the followings:

- Stamp Duty, Legal Charges and other Documentation Charges shall be payable extra as and when asked by the company.
- If there is any increase in the carpet area of the Shop the applicant(s) shall pay the price for the additional area in proportion to the Total Sale Price.
- Any extra work on request by the applicant(s) in the Retail shop/unit shall be charged separately.
- The Total Price is escalation-free, save and except increases which the applicant(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the applicant(s) for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the applicant(s), which shall only be applicable on subsequent payments or as decided by the competent authority provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the applicant(s).
- Additional Electric Load charges shall be payable @ Rs. 10,000 per KVA while DG Power Power Back Up @ Rs 25,000 Per KVA.

### **4. Areas and Facilities**

- “Independent Areas and facilities” means the areas and facilities which have been declared but not included as common areas for joint use of apartments and may be sold by the promoter without the

interference of other apartment owners.

(b) "Limited Common Areas and Facilities" means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments;

The inter shop corridors between the shops and other such earmarked areas as declared limited common area by the promoter shall be given for usage to the allottee(s)/user(s) under special usage agreement between the promoter and allottee(s)/user(s). In case, all the shops associated with the inter shop corridor are allotted/purchased by single allottee/user, the corridor area shall automatically be converted into Independent Area for the said allottee/user and this independent area can also be sold by the promoter to the allottee of those shops separately.

(c) "common areas and facilities" means— Common Area of the Project shall at all times, mean and include the Common Area as defined under the Rules however the common areas and facilities shall be (i) the land on which the building is located and all easements, rights and appurtenances belonging to the land and the building; (ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapes and entrances and exits of the building; (iii) Common basements, Common terrace, cellars, yards, parks, gardens, community centers and parking areas of common use, common storage spaces; (iv) the premises for the lodging of janitors or persons employed for the management of the property; (v) installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, incinerating and sewerage; (vi) the elevators, tanks, pumps, motors, fans, cable pipe line (TV, gas, electricity etc.) rain water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use; (vii) such other community and commercial facilities as may be specified in the bye-laws for common use; and (viii) all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

(d) "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;  
Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s);

The promoter under the guidance of its architect shall declare the space as independent area, limited common area and common area as per situation and requirement of the applicant(s)/ allottee/shop owners time to time and therefore the promoter can accordingly sell/lease the space for which the applicant(s) shall have no objection.

## **5. POSSESSTON**

**5.1:** The company shall endeavor to offer possession of the Retail Shop/ Unit to the applicant(s) till **30th June 2020**, subject to timely payment of the consideration to be paid by the applicant(s). However, any time loss, occasioned by, the complete stoppage or slow down, of the development activity, due to force majeure condition of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project., act of God, any restriction /restraint put by any competent authority and/or courts of law, time taken by any competent authority in granting, any necessary or required permission including grant of completion and occupation certificates, lack or

non availability of construction material, water supply, electric supply, or due to any situation/circumstances beyond the control of the company and which is not created by the company by its own willful neglect and default, shall be added to the above mentioned date of possession and the default period shall be calculated from new date of possession. It is specifically made clear that if the aforesaid time period is extended because of any of the aforesaid reasons, no claim by way of damages/ compensation, as provided herein or otherwise, shall lie against the company for such extended period and such extended period shall be excluded while computing the period of delay, if any, in offering possession of the Retail Shop/ Unit.

5.2: However, if there is delay in offer of possession of Shop/ Unit after expiry of "Possession Date" due to any other reason(s) except those as stated above, the Promoter will pay to the applicant(s) delayed possession charges as per rules on the consideration received out of the total sale price only for the default period from 30th June 2020 only if all due Installments from the concerned Allottee were received in time and he/she/they has/have complied with all requisite formalities viz. obtaining NOC from the Accounts Department of the Promoter and related to Sale Deed etc.

5.3: That a written intimation of offer for possession will be sent to the applicant(s) and a "Fit-out Period" of Min. 3 months shall be given which will commence from the date of offer for possession. The applicant(s) shall take the possession within 3 months from the date of the written intimation of offer for possession after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of the company etc. so as to get the conveyance deed registered. The installation of shutter, etc. will be done during said "Fit-out period" only.

5.4: That in case the applicant(s) fails/fail to take possession of shop/ unit within given "Fit-out Period", holding charges @ Rs. 50 per Sq. ft. per month for the delayed period which shall be calculated after the expiry of fit out period to the execution of the sale deed.

5.5: The applicant(s) has the right to visit the project site to assess the extent of development of the project and his Shop and shall also be entitled to examine and inspect the progress of construction work in order to ascertain and satisfy himself/themselves as to the quality of the construction material & work. In case any structural defect is brought to the notice of the Promoter within a period of five years by the applicant(s) from the date of handing over possession or the date of obligation of the promoter to give possession to the allottee, whichever is earlier it shall be duty of the Promoter to rectify such defects without further charge, within thirty days provided that the allottee shall not carry out any alteration of whatsoever nature in the said shop or in the fitting therein, in particular it is hereby agreed that the allottee shall not make any alteration in the structure of the building, any of the fitting, pipe, water supply connections etc. If any of such work is carried out, the defect liability shall automatically become void. The word defect here means only the structural, construction, quality and workmanship defect caused on account of willful neglect on the part of the promoter and shall not mean defect by normal wear and tear and by negligent use of the shop by the occupant(s), vagaries of nature etc. The applicant(s) shall also get the photography of his/her/their shop before taking possession and submit one copy to the promoter so as to ascertain the defect liability of the promoter in future. In case photography is not submitted to the promoter, it shall be assumed that there is no defect in the quality, workmanship and construction and applicant(s) is/are completely satisfied by it after his/her/their due testing and checking of the shop and/or provision of services.

It is however clarified that for the purpose of this Agreement; structural defect shall mean and include actual physical damage/ defects to the designated load-bearing elements of the building or the Shop like faults, breakage or cracks, appearing over time in elements such as load bearing columns, walls, slabs, beams etc. which can affect the strength and stability of the Shop or the Building and shall include any of the followings, namely:

- (a) Defects due to design attributes of reinforced cement concrete (RCC) or structural mild steel (MS) elements of an engineered (structurally designed) building structure,
- (b) Defects due to faulty or bad workmanship of RCC or MS work;
- (c) Defects due to materials used in such RCC or MS work;
- (d) Any outsourced items and material (eg. Tiles, CP fittings, stones etc.) shall be excluded from the defect liability.
- (e) Tolerances in workmanship as prescribed by IS Standards shall be excluded from the defect liability.

## **6. EXECUTION OF AGREEMENT**

On acceptance of booking, the applicant(s) shall enter into a registered Agreement for Sale (ATS) with the company (all terms & condition mentioned in ATS as shown by developer and read by applicant(s) and both are mutually agreed) and the applicant(s) shall remain bound by the terms and conditions of the ATS. Unless the ATS is registered, the booking shall remain provisional.

## **7. GENERAL TERMS & CONDITIONS**

**7.1:** The company shall be responsible for providing and maintaining the essential services @ Rs 25 per sq. ft. on carpet area or actual expenses incurred whichever is higher till handing over of the maintenance of the project to the association of the allottees. The maintenance of the entire complex shall be undertaken by the company or by its duly nominated agency till such time the same is not handed over to the truly representative and duly elected body of the Retail Shop/ Unit owner(s) Association as per UP Apartment Act 2010. The company or its nominated agency for maintenance, as the case may be, is referred to as Maintenance Agency (Or MA).

The applicant(s) shall agree and undertake to enter into a separate Maintenance Agreement, before taking possession with the MA for the purpose of management, administration, preservation, and upkeep the Complex, operation and maintenance of common services therein and also for maintenance repair and replacement of common facilities/equipments. In order to ensure timely payment of the maintenance and other charges to be payable by the applicant(s) to the MA, the applicant(s) at the time of taking possession, shall pay in advance the Maintenance charges for a period of 12 months.

**7.2:** The proportionate share of Expenses on account of common area electricity consumption, generator power back up shall be charged extra on Carpet Area basis of the retail shops/ units as per actual electricity units and Power Back up units consumed.

**7.3:** The applicant(s) has/have agreed and fully understood that his/their right to use the common area and facility shall always be subject to the timely payment of maintenance charge provided under the clause and in the default of payment he/she/they shall be deprived of his/her/their right to use such common area and facilities. The M.A can take this measure of disallowing the user of common area and facility irrespective of its right to recover interest @15% per annum on any arrear of maintenance charge, security etc.

**7.4:** The applicant(s) has/have fully satisfied himself about the nature of rights title, interest of the company in the said project to be developed/constructed as per the prevailing by laws/guidelines of the Ghaziabad Development Authority, Ghaziabad U.P and/or other authority and has/have further understood all limitations and obligations in respect thereof. The applicant(s) further agrees to abide by the terms and conditions of all the maps sanction, permissions, directions etc. issued by GDA and/or other Govt. department.

**7.5:** The applicant(s) has/have examined the sanctioned plans, designs, and specifications of the Retail shop/ unit and has agreed that the company may do 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 of the Retail shop/unit and change in its dimensions or area etc.

**7.6:** The applicant(s) has/have specifically agreed that if due to any change in the layout the promoter shall refund/charge the amount of difference in the prices of the any other allotted shop.

**7.7:** All statutory and non-statutory charges, taxes, GAC, Metro Cess, GST or other levies, if demanded, increased or imposed by the concerned authorities shall be paid extra by the applicant(s) proportionately as per actual as and when demanded by the company.

**7.8:** The applicant(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The applicant(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The company accepts no responsibility in regard to matters specified in para 7.8 above. The applicant(s) shall keep the company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the applicant(s) subsequent to the booking/Agreement for Sale, it shall be the sole responsibility of the applicant(s) to intimate the same in writing to the company immediately and comply with necessary formalities if any under the applicable laws.

**7.9:** The Company shall not be responsible towards any third party who had made payment/remittances on behalf of any applicant(s) and such third party shall not have any right in the application/allotment of the said Shop applied for herein in any way and the company shall be issuing the payment receipts in favour of the applicant(s) only.

**7.10:** The Company shall have the first lien and charge on the said Retail shop/ Unit for all its dues and other sums payable by the applicant(s) to the company.

**7.11:** Loan from financial institutions to finance the said retail shop/ unit may be availed by the applicant(s). However, if a particular institution /Bank refuse to extend financial assistance on any ground, the applicant(s) shall not make any refusal or excuse for non-payment of further installments/dues.

**7.12:** The applicant(s) undertake/s to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/shall be made applicable to the said Retail shop/ unit /Project.

**7.13:** The applicant(s) undertake(s) not to do any propaganda against the company, do any such activity in any manner which may damage the reputation of the company or the project KW Delhi 6 or cause damage to the investment made by its buyers in KW Delhi 6. In case applicant(s) is/are found to be engaged in such activity, the booking shall be cancelled and entire amount shall be forfeited by the company. The Company and its other allottee(s) shall have complete right to take legal action against such person or group of people engaged in such activities.

**7.14:** Timely payment of the installments of pertaining to the Retail shop/ unit is the essence of the terms of the booking. However in the event of breach of any terms and conditions of this application form or Agreement for Sale (ATS) by the applicant(s), the booking will be cancelled at the sole discretion of the

company and the booking amount (i.e. 10% of the Total Sale Price of the Retail shop/ unit) together with any interest on delayed/outstanding payments shall stand forfeited. The balance amount shall be refundable to the applicant (on receipt of the written request for refund) without any interest within 120 days from the date of application of refund.

- 7.15: The applicant(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Company to implement the project due to Force Majeure conditions or any other condition(s) beyond the control of the company, then this booking shall stand terminated and the Company shall refund to the applicant(s) the entire amount received by the Company from the booking within 45 days from such letter issued in this manner. The company shall intimate the applicant(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the applicant(s), the applicant(s) agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.16: The applicant(s) shall before taking possession of the shop, must clear all the dues towards the retail shop and get the Conveyance Deed executed by the company for the said shop in his/her/their favor after paying stamp duty, along with other legal and documentation charges etc.
- 7.17: Presently the project is encumbered with M/s DMI Finance Ltd., detail whereof is available with the Ministry of Corporate Affairs (MCA21). NOC for transfer shall be obtained by the promoter before execution of the conveyance deed to the allottee. The company may also switch over the charge to any other financial institution/Bank as per its comfort-ability for which the applicant(s) shall have no objection.
- 7.18: Detailed terms and conditions of the application form shall be part of the Agreement for sale (ATS) which the applicant(s) shall execute and get registered by the registrar, Ghaziabad as and when required. In case, any terms and conditions of ATS comes in contravention to the application form, the terms and conditions of ATS shall supersede.
- 7.19: To settle any confusion regarding any matter herein or anything being not covered/clarified herein, It is agreed by the applicant(s) that reference shall be made to the detailed terms and conditions of Agreement for Sale (ATS), the terms and conditions whereof have been seen, read and understood/ accepted by the applicant(s).
- 7.20: That in case there are Joint Applicants all communications shall be sent by the company to the applicant whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Applicants.
- 7.21: If any misrepresentation/concealment suppression of material facts is found to be made by the applicant(s), the booking/allotment will be cancelled and booking amount shall be forfeited and the applicant(s) shall be liable for such misrepresentation/suppression of material facts in all respect.
- 7.22: The Applicant(s) has/have gone through all proposed maps and designs of KW Delhi 6 project for 1.50 FAR of which number of floors /stories may be raised by the promoter within the compounding limits of 10% of the 1.50 FAR as per norms of Ghaziabad Development Authority. While signing and accepting the application form's terms & conditions, the Applicant(s) further agree(s), permit(s) and give NOC (No Objection Certificate) to the promoter in advance through this application form to raise the additional floors/ stories and make architectural/designing changes as per requirement of the promoter or the shop owners. The applicant(s) understand(s) that in case the company secures additional FAR under the compounding limits by whatsoever means under GDA bye laws or policies, the company shall have the sole right to utilize this additional FAR in the manner it may deem fit and the company shall be entitled to use the existing infrastructure including existing electricity, water, sanitary and drainage systems etc. in the said complex for the said additional FAR for which applicant(s) has/have no objection and hereby the company by way of this booking form has taken permission to raise the said FAR and floors/ Stories etc. from the applicant(s) as required in RERA rules, regulations and act to utilize such FAR in the building.

The promoter may also avail further maximum FAR by way of purchasable FAR etc. as per building bye laws or as per amendments in policies which are declared time to time by GDA or any other concerned authority for which due permission of the applicant(s) shall be taken by the company.

**7.23:** The usage and utilization of the basement for parking of vehicles, terraces, roof tops and facade shall be in the exclusive domain of the company and any hoardings and like use and application shall be made by the company only. The applicant(s) shall have no interest therein in the gains accruing thereby by the company shall have no objection in whatsoever the company utilize them in future.

**7.24:** The company has incurred the huge cost to build and maintain the basement parking area which shall be utilized for the parking space as well as common services of the project. The company may sell the parking to the shop owners on individual basis as well as it may either lease such/balance parking space or sell the parking space/coupons to any person/agency to charge parking/maintenance fees from visitors and shop owners so as to maintain and manage the parking space. Such arrangements made by the company or by its appointed agency or any authorized person, the applicant(s) shall has/have no objection on management or arrangements. The company within the ambit of the law shall also have the complete right to take its own decision upon the unsold parking space without any interference of the applicant(s).

**7.25:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this application form, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Real Estate Regulatory Act. The courts at Ghaziabad and Allahabad shall have the exclusive jurisdiction to adjudicate upon any matter concerning with or relating to this application.

I/we hereby declare that I/we have gone through and understood the terms & conditions of the booking and will abide by the same unconditionally.

Date: \_\_\_\_\_

First Applicant's Name and Signature: \_\_\_\_\_

Second Applicant's Name and Signature: \_\_\_\_\_