

APPLICATION FORM

Application No.....

M/s Golden Gateway,
Corporate Office:
C-3, Suncity Anantam, Sector-2, Manjra Jait,
NH-2, Near Krishan Lok,
Vrindavan District Mathura, U.P.
Email :

Sub: Application for allotment of a Commercial Plot in the Project "Golden Gateway Sector 2," situated at opposite Police Station Jait, Sector 2, N.H. 2 Tehsil & District- Mathura, Uttar Pradesh.

Dear Sirs,

I/We ("the Applicant") wish to apply for provisional allotment of a Commercial Plot (as detailed below and hereinafter referred to as the "Unit") in your Project named as "Golden Gateway Sector 2" , situated opposite Police Station - Jait, Sector -2, Tehsil and District Mathura, abutting National Highway-2 (hereinafter referred to as the "Project"), to be developed by M/s Golden Gateway, a Partnership Firm duly registered under the Indian Partnership Act, 1932 with the Registrar of Firms and Societies, Faridabad, vide Regn. No. 06-019-2019-00112 of 2019 dated 22nd August having its head office at H.No. 61, First Floor, Sector-21 D, Faridabad-121001 (hereinafter referred to as the "Firm").

I/We have read and agree to abide by the terms and conditions attached to this Application Form and also agree and undertake to sign and execute the buyer's agreement, as and when desired by the Firm, sample provided and contents whereof have been read and understood by me / us and I/we agree to abide by them. I/We further agree and undertake to sign and execute any other requisite document(s) on the Firm's Standard format, as and when desired by the Firm.

I/we herewith submit a sum of Rs. _____ (Rupees _____ only) vide Cheque(s)/ Demand Draft(s) No. _____ dated _____ drawn on _____ towards initial registration / application amount for provisional allotment of the Unit. I/We undertake to timely pay the further installments as conveyed and demanded /called for by the Firm from time to time and other charges for provisional allotment of the Unit.

I/We have clearly understood that this application does not constitute an agreement/contract to sell and I/We do not become entitled to the provisional and/ or final allotment notwithstanding the fact that the Firm may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Buyer's Agreement, the allotment shall become final. If, however, I/we withdraw/ cancel this application or I/We fail to sign/ execute and return the Buyer's agreement within thirty (30) days from the date of its dispatch by the Firm then my/ our application may be treated as cancelled and the booking amount paid by me/ us shall stand forfeited.

I/We further agree and undertake to timely pay the installments and additional charges as per the Payment Plan (opted by me/us) and/ or as stipulated/demanded by the Firm, failing which the allotment will be cancelled and the booking amount along with interest on the due amounts shall be forfeited by the Firm.

Note: This Application Form must be completed in full in BLOCK LETTERS. Application form, which is not completed in every respect, as given herein below is liable to be rejected. Application form with any cutting /overwriting, not authenticated properly by the Applicant(s) are liable for rejection. And in that event, the Applicant(s) will be eligible for refund of principal amount only, without any interest.

My/our particulars are provided hereunder:-

1. First / Sole Applicant Mr./Mrs./Ms/M/s _____

Through (if applicable) Mr./Ms. _____

Father' s/Husband' s Name _____

Date of Birth / Incorporation: _____ Profession: _____

Address (O): _____

Address (R): _____

Preferred address for communication _____

Telephone (O): _____ (R) _____ Mobile _____

Income Tax Permanent Account Number: _____

Passport / Aadhaar No. (if any) _____

E-mail ID: _____

Name of the Bank with Branch: _____

Residential Status: Resident Indian

Fax : _____

Account No. _____

☐ Resident Indian

☐ Person of Indian origin

Signature of Applicant(s)

2. Second Applicant Mr./Mrs./Ms/M/s _____

Through (if applicable) Mr./Ms. _____

Father' s/Husband' s Name _____

Date of Birth: _____ Profession: _____

Address (O): _____

Address •: _____

Preferred address for communication _____

For GOLDEN GATEWAY
Partner

Affix Latest
Passport Size
Photograph

Affix Latest
Passport Size
Photograph

Telephone (O): _____ (R) _____ Mobile _____
 Income Tax Permanent Account Number: _____
 Passport / Aadhaar No. (if any) _____
 E-mail ID: _____ Fax : _____
 Name of the Bank with Branch: _____ Account No. _____
 Residential Status: Resident Indian ☐ Non of Indian origin ☐

Note: In case of more than two joint applicants similar details of all the remaining Applicants to be attached.

PARTICULARS OF BOOKING

1. (A) Details of Unit Applied for:

- (i) Type of Unit Required: _____
 (ii) Block: _____
 (iii) Area required _____ square yards or _____ square meter (approx.)

- (v) **Cost:**
 a. Total Sale Price : Rs. /- (Rupees only)
 per square yards / square mtrs.
 b. Preferential Location Charges : As per the payment plan;

Note: The Booking Amount shall constitute 10% of the total sale price of the Unit and GST, or any statutory levies, taxes, assessments, development charges, or any other charges as applicable on the Total cost of the UNIT, stamp duty, registration charges, etc. whether levied in present or in future shall be over and above the said cost which shall be borne and paid by me/us separately, as and when demanded by the Firm.

(B) **Payment Plan:** Down Payment [] Time Linked [] (Please ☒ whichever applicable)

*** I/We have accepted the Cost as above [signature of Applicant(s)]**

 Signature of Applicant(s)

2. Particulars of the Real Estate Agent / Dealer, if any:
 Name: _____
 Address: _____

Registration No.: _____ under Uttar Pradesh Real Estate (Regulation & Development Rules), 2016]
 Income Tax Permanent Account Number: _____ Passport / Aadhaar No. (if any) _____
 E-mail ID: _____ Fax : _____ Telephone (O): _____ Mobile _____

3. This Applications, provisional allotment and further confirmation of allotment of the Unit and its usage shall be governed by the allotment terms, buyer's agreement and applicable Acts / laws / rules /regulation policies of Government of India and of Government of Uttar Pradesh.

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 there from. Allotment against this application is subject to the terms and conditions attached to this application form and that of the allotment letter/ agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s)/assignee(s). I/ We undertake to inform the Firm of any change in my/ our address or in any other particular/ information, given above, till the booked property is registered in my/ our name(s) failing which the particulars shall be deemed to be correct and the documents/ letters sent at the recorded address by the Firm shall be deemed to have been received by me/ us.

Note:

- (i) All cheques / Demand Drafts to be made in favour of "M/s Golden Gateway," payable at Faridabad Only.
 (ii) Persons signing the Application Form on behalf of other person/ firm/ company shall • ie proper Authorization / Power of Attorney.

1. _____ 1 _____

2. _____ 2. _____

Name of Applicant (s)

For GOLDEN GATEWAY

 Partner

Signature of Applicant (s)

Witnesses: 1. _____

2. _____

Place

Date

DOCUMENTS REQUIRED (CHECK LIST)

- Application Amount in form of cheques/ Demand Drafts;
- Customer Signature on all pages of the Application Form;
- Self-Attested Copy of PAN CARD/ Form 60, Address and ID proof;
- For Companies: Self-Attested Memorandum & Articles of Association, Board Resolution, duly certified list of Directors;
- For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed;
- For NRI: Copy of Passport & Payment through NRE/NRO Account;
- For PIO: Copy of Passport, Overseas Citizen of India Card & Payment through NRE/NRO Account;
- Signed copy of Price List cum Payment Plan.
- Copy of the Registration Certificate of Real Estate Agent/Dealer (if any) under Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016
- Copy of PAN Card, Passport/Aadhar No.

FOR OFFICE USE ONLY

- Application: Reason for Rejection: _____ Accepted [] Rejected []
- Details of Unit Applied: _____
- Unit No. _____, Area _____ Square yards
Cost: _____
 - Total Sale Price: Rs. _____/- (Rupees _____, _____ only)
 - Preferential Location Charges: As per the payment plan;

Note: The booking amount shall constitute 10% of the total sale price of the Unit and GST, or any statutory levies, taxes, assessments, development charges, and car parking charges or any other charges as applicable on the Unit, stamp duty, registration charges, etc. whether levied in present or in future shall be over and above the said cost which shall be borne and paid by the Applicants separately, as and when demanded by the Firm.

- Payment Plan: Amount Received at the time of application is Rs _____/-
(Rupees _____) Down Payment [] Time Linked []
vide Bank Draft/Cheque No. _____, Dated _____, Drawn on _____, Bank
Payable at Mathura /Faridabad _____, Vide our Receipt No. _____, Bank
Date: _____
- Mode of Booking: Direct [] Agent []
Agent Name and Stamp: _____
- Remarks: _____

Date: _____ Authorized Signatory: _____
Place: _____ Name: _____ Designation: _____

For GOLDEN GATEWAY

Signature of Applicant(s)


Partner

The Payment Plan Should Be
Affixed Here

Payment Plan

For GOLDEN GATEWAY

partner

Signature of Applicant(s)

BASIC TERMS & CONDITIONS FOR ALLOTMENT

1. These are the preliminary Standard Terms and Conditions governing the Provisional Allotment of the Said Unit by the Firm to the Applicant (s).
2. The Provisional Allotment of the said Unit on the basis of application is entirely at the discretion of the Firm and the Firm have a right to reject any application without assigning any reason thereof.
3. The Applicant(s) has/have applied for allotment of a Unit with the full knowledge and subject to all the laws/notifications and rules applicable to the Project in general which have also been explained by the Firm and understood by the Applicant(s).
4. The Applicant(s) has/have fully satisfied himself/herself/themselves about the interest and the title of the Firm in the Project Land and has/ have understood the obligations in respect thereof.
5. The Applicant(s) has/have verified and is satisfied about the rights, interest and title of the Firm to sell and market units in the Project and the rights, interest and title of the Firm in the land located in Villages Sunnakh Bangar, Jait and Chatikara Tehsil & District Mathura. U.P. ("Land"), being a part of the Hi-tech Township Project, on which the Project has been planned for development. The layout plan of the project has been approved by the Mathura-Vrindavan Development Authority vide file no. 10/V/16-17 for an area of 575 acres. The Applicant(s) has/have understood all the limitations, restrictions, requirements and obligations in respect thereof. The Applicant(s) confirms having verified necessary approvals and agrees that no further investigation shall be required by the Applicant nor any objection raised in this respect at any time after submitting this application. The Project has been registered with the Real Estate Regulatory Authority, Uttar Pradesh vide Registration No. _____.
6. The Applicant(s) has/have seen/read and accepted the layout plans, building plans designs, specifications which are kept at the Firm's offices and agrees that Firm shall develop the said project in accordance with the plans, specification and amenities as approved by the competent authorities from time to time. Provided that the Firm shall have to obtain prior consent in writing of the Applicant(s) in respect of variations or modifications which adversely affect the Unit of the Applicant(s) except any alteration or addition required by any Government authorities or due to change in law or changes which shall not adversely affect the Unit of the Applicant(s).
7. The Firm shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme.
8. The Applicant(s) agree(s) to pay the total sale price and other charges of the unit as per the Payment Plan opted by him/her/them.
9. The Applicant(s) shall not be entitled to get the name of his/her/their nominee(s)/assignee(s) substituted in his/her/their place without the prior approval of the Firm, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible with substitution charges, as levied and communicated by the Firm.
10. The Applicant(s) shall pay the price of the unit on the basis of the plot area and all other charges as and when demanded by the Firm. The Applicant(s) shall make all payments through demand drafts/cheques payable at Mathura /Faridabad only.
11. The Firm and the Applicant(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 10% of the total sale price of the Unit will collectively constitute the booking amount. This booking amount shall stand forfeited in case of non-fulfillment of these terms and conditions and those of Allotment Letter/Agreement as also in the event of failure by the Applicant(s) to sign the Allotment Letter / Agreement within the time allowed by the Firm.
12. The Applicant(s), having NRI/PPIO status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, and for any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Firm, the amount paid towards booking and further consideration will be returned by the Firm as per applicable rules without any interest and the allotment/ application shall stand cancelled forthwith. The Applicant(s) agrees that the Firm will not be liable in any manner on such account.
13. The timely payment of installments shall be the essence of the provisional/ final allotment. It shall be obligatory on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment, failing which the Applicant(s) shall have to pay interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided under the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 for delayed payment, and if the delay continues the Firm reserves its right to cancel the allotment and forfeit the booking amount, however, the Firm may condone the further delay with compounding charges, as levied and at discretion of the Firm. The Firm shall pay the same rate of interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided under the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as compensation to the Applicant(s) for delay in possession of the unit if the project is delayed beyond 2 years from the date of agreement subject to force majeure conditions.
14. In case the Applicant(s) wants to avail loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the said Unit, the Firm, may facilitate the process subject to the following.
 - a. The terms of the financial institution/agency shall exclusively be binding and applicable upon the Applicant(s) alone;
 - b. The responsibility of getting the loan sanctioned and disbursed as per the Firm's payment schedule 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 Firm, as per schedule, shall be ensured by the Applicant(s), failing which the Applicant(s) shall be governed by the provisions contained in clauses stated herein, allotment letter and agreement.
15. In case of default of dues of the financial institution/agency by the Applicant(s), the Applicant(s) authorize the Firm to cancel the allotment of the said unit and pay the amount disbursed/advanced by the financial institution/agency after deduction of booking amount and interest accrued on delayed payments and any other taxes charged / due from Applicant directly to such financial institution/agency, under intimation to Applicant forthwith on receipt of notice/request by such financial institution/agency subject to receipt of Provisional NOC for release of charge from the said unit by such financial institution/agency.
16. In the event of cancellation of the Unit for delay in payment of the Installment, the refund of deposited amount shall be made by the Firm to the Applicant(s) after deduction of Booking amount and adjustment of interest accrued on delayed payments and any other taxes charged / due from Applicant.
17. The Applicant(s) agree(s) to reimburse to the Firm and to pay on demand all applicable taxes, levies or assessments, whether levied or leviable in future, on the Unit from the date of allotment.
18. The Applicant(s) understands that the project shall be developed in various phases to which they have no objection and agree to cooperate with the Firm in the development. And further understand that the development is directly linked with the timely payment of installments.

For GOLDEN GATEWAY

Partner

19. The Firm on completion of the development of the phase of the Project, wherein unit is located shall issue final call notice to the Applicant(s), 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 for any reason whatsoever, he shall be liable to pay the applicable holding charges, and any other levies as applicable to the Unit.
20. The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance for 5 years has been included in the Total Price of the said unit in terms of Uttar Pradesh Hitech Township Policy. However, prior to taking possession of the Said Unit, the Applicant(s) undertakes to enter into a separate maintenance agreement (the "Maintenance Agreement") with the Firm or such maintenance agency as may be designated in this regard (the "Designated Maintenance Agency"), in the form & substance and within such period as prescribed by the Firm, for maintenance of Common Areas and Common Facilities. The Applicant further undertakes to abide by the terms and conditions of the Maintenance Agreement. Notwithstanding, pending executions of the said Maintenance Agreement the Applicant hereby agrees to pay the applicable maintenance and replacement charges ("Maintenance Charges") as may be decided by the Firm or by the Designated Maintenance Agency from time to time in this regard after a period of 5 years from the date of offer of possession
21. The internal maintenance of said Unit shall be exclusive responsibility of the Applicant(s) from the date of possession or possession due date, whichever is earlier.
22. The Sale Deed shall be executed and got registered in favour of the Applicant(s) within the reasonable time after the completion of development work/construction at the site and after receipt of entire dues / payment / consideration from the Applicant(s). The cost of stamp duty and registration/mutation, documentation charges etc. as applicable will be extra and shall be borne by the Applicant(s). The Applicant(s) shall pay, as and when demanded by the Firm, Stamp Duty and Registration Charges/Mutation Charges and all other incidental and Legal Expenses for execution and registration of conveyance / sale deed/Mutation of the Unit in favour of the Applicant(s).
23. As per the Hi-Tech Township Policy of the Government of Uttar Pradesh, the project land has been directly purchased from land owners without availing any benefit or the concessions inbuilt in the policy.
24. The Applicant(s) shall get his/her/its complete correct address registered with the Firm at the time of application and it shall be his/her/their responsibility to inform the Firm by registered A/D letter about all subsequent changes, if any, in his/her/their address(s), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of Unit booked must be mentioned clearly.
25. Unless a conveyance deed is executed and registered, the Firm shall for all intents and purposes continue to be the owner of the Unit.
26. The allotment of the Unit shall be subject to availability and at the discretion of the Firm.
27. The Total Price is escalation-free, save and except increase which the Applicant(s) hereby agrees to pay, due to increase on account of Development Charges payable to competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Firm undertakes and agrees that while raising a demand on the Applicant(s) for increase in development charges, costs/charges/taxes/fee/levies etc. imposed by the competent authorities, the promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant(s). Provided that if there is any new imposition or increase in development charges after the expiry of the scheduled date of completion of the project as per registration with RERA, UP, which shall include the extension of registration, if any, granted to the said project by the Authority as per the RERA Act, 2016/ UP RERA Rules, 2016 and the project is not complete the same shall not be charged from the Applicant(s). The increased cost may be charged and recovered by the Firm from the Applicant(s) with one or more of the installments or separately.
28. The Applicant(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said Project / Unit.
29. The Firm has made clear to the Applicant(s) that it shall be carrying out extensive development/ construction activities in phases for many years in future in the Project and shall also be connecting/linking the amenities/facilities viz electricity, water, sanitary/drainage systems etc. of additional development/construction with the existing ones in the Project. The Applicant(s) has confirmed that he /she/they have no objection to this and shall not make any objection or make any claim or default in any payments as demanded the Firm or demand damages/compensation on account of inconvenience, if any, which may be suffered by him/her/them due to such continuing developments/constructions activities or incidental/ relating activities as well as connecting/linking of amenities/facilities etc. as above.
30. The Applicant(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the Unit or anywhere or in common areas.
31. The Applicant(s) shall not use the Unit for any activity other than the use specified for.
32. In case there are joint intending Applicant(s) all communications shall be sent by the Firm to the intending Applicant(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending Applicant(s) and no separate communication shall be necessary to the other named intending Applicant(s). The Applicant(s) agree(s) that the allotment of the Unit is subject to force majeure clause which inter-alia includes delay on account of non-availability of materials or water / electric supply or slow down, strike or due to a dispute with the construction agency employed by the Firm, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in approvals / decisions/clearances from statutory body, or if non delivery of possession is as a result of any notice, order, rules or notification of the Court / Government and/or any other public or competent authority or for any other reason beyond the control of the Firm and in that event the time of possession of the Unit shall stand extended to the corresponding period of such force majeure circumstances.
33. Any dispute or differences arising out of/touching and/or concerning the provisional Allotment or the final allotment which may arise between the Firm and the Applicant(s), the same shall be settled by mutual consent failing which the matter be referred to the decision of an sole arbitrator, to be appointed by the Firm. The arbitration proceedings shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act, 1996 and the place of Arbitration shall be Faridabad and language of arbitration shall be English.
34. Any dispute or legal proceeding arising out of this transaction shall be subject to exclusive jurisdiction of the Courts at Faridabad, irrespective of the place of transaction, execution of documents and Unit.
35. The Unit is the part of Hi-Tech Township projects as approved by the Government of Uttar Pradesh under the Hi-tech Policy of Government of Uttar Pradesh and is being allotted by the Firm with the belief that all the rules and policies as laid down by the Government have been complied with. In case however, at subsequent stage if the status of the Project is adversely affected by any action, directions or the orders of the Government /Court which may also adversely affect the title of Project / Unit, such circumstances shall constitute force majeure circumstances /unforeseen circumstances and in that circumstances the Firm shall not be liable to pay for any damages or interest to the Applicant(s). The Firm as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Firm, so warrant, the Firm may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant(s) for the period of delay/ suspension of scheme. In consequence of the Firm abandoning the scheme, the Firm's liability shall be limited to the refund of the amount paid by the Applicant(s) without any interest or compensation whatsoever.

For GOLDEN GATEWAY



Partner

I/we have fully read and understood the above mentioned terms and conditions and agree to abide by.

1. _____
2. _____

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

Witnesses:

1. _____
Place
Date

1. _____
2. _____

2. _____

For GOLDEN GATEWAY

Partner