

APPLICATION FORM

CAPITAL INFRA TECH HOMES PVT. LTD.

Corporate Office : D-23, 3rd Floor, Sector-63, Noida - 201301, India

Registered Office : B 41/9, Sector 31, Noida -201301 (U.P)

I/We hereby apply for allotment of a residential unit (hereinafter referred to as the "said unit") in the residential group housing colony/complex being developed by Capital Infratechomes Pvt. Ltd. (hereinafter referred to as the "Company"), known as "CAPITAL ATHENA" (hereinafter referred to as the "project/said project") situated at GH-12A-2, Sector-1, Greater Noida (West), Uttar Pradesh.

Upon acceptance of my/our application, I/we agree to sign and execute, as and when desired by the Company, the Letter of Allotment/Flat Buyer Agreement containing detailed terms and conditions of allotment and/or such other documents as may be required.

I/we also agree to abide by the general terms and conditions of booking appended hereto.

I/we remit herewith a sum of Rs..... (Rupees).....
by cheque/demand draft No..... dated..... drawn on..... being the
booking amount of the said unit.

I/we have carefully perused the "Payment Plan" and agree to pay as per the payment plan as described herein.

I/we have clearly understood and agree that this application does not constitute any offer of allotment or any letter of allotment and I/we do not become entitled to the provisional and/or final allotment of a unit notwithstanding the fact that the Company may have issued receipt(s) in acknowledgement of the money tendered by me/us with this Application. It is only after I/we sign and execute the Letter of Allotment and the Flat Buyer Agreement containing detailed terms and conditions for allotment of the said unit that the same shall become final and binding between both the parties.

I/we agree that the allotment shall become final and binding upon the Company only after the acceptance by the Company of the duly signed Flat Buyer Agreement with all annexures thereto subject to receipt of all amounts due and payable as set forth. In case I/we fail to execute the Flat Buyer Agreement, then my/our application shall be treated as cancelled and 10% (ten per cent) of all the consideration paid/deposited by me/us shall stand forfeited without any notice or reminders.

.....
Signature of
Sole/First Applicant

.....
Signature of
Second Applicant

.....
Signature of
Third Applicant

PERSONAL DETAILS FORM

SOLE / FIRST APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr./Ms.

S/W/D of.....

Correspondence Address:.....

Permanent Address :

..... Pin.....

Phone..... Mobile.....

Email.....

Residential Status: Resident / Non- Resident / Foreign National of Indian Origins/Others

Date of Birth..... Nationality..... PAN.....

Single Married Anniversary date

Signature:

SECOND APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr./Ms.

S/W/D of.....

Correspondence Address:.....

Permanent Address :

..... Pin.....

Phone..... Mobile.....

Email.....

Residential Status: Resident / Non- Resident / Foreign National of Indian Origins/Others

Date of Birth..... Nationality..... PAN.....

Single Married Anniversary date

Signature:

THIRD APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr./Ms.

S/W/D of.....

Correspondence Address:.....

Permanent Address :

..... Pin.....

Phone..... Mobile.....

Email.....

Residential Status: Resident / Non- Resident / Foreign National of Indian Origins/Others

Date of Birth..... Nationality..... PAN.....

Single Married Anniversary date

Signature:

Signature of the Applicant(s)

IN CASE OF NON INDIVIDUAL

(Compulsory to fill all the details along with a passport size photograph of auth. signatory)

M/s.

CIN No. / Society Regn. No./ Partnership Regn. No.....

Correspondence Address:.....

Registered Office Address :.....

Pin..... Phone..... Mobile.....

Email..... Residential Status:

Date of Incorporation/Registration..... PAN..... Authorised Signatory :

1. DETAILS OF THE UNIT APPLIEDFOR

Unit / Flat Applied for.....

Carpet Area:.....Sq.ft.(approx), Balcony Area:.....Sq.ft(approx), Builtup Area:.....Sq.ft(approx)

2. PAYMENT OF APPLICATIONMONEY

Cheque/Demand Draft No..... dated drawn on bank for Rs..... (Rupees..... only)

3. CONSIDERATION

(a) BasicSalePrice(BSP) :Rs.....@Rs.....perSq.Ft.of Carpet Area

(b) CarParkingSlots(s) : Rs..... (Rupees.....) for firstParkingSlot And :Rs..... (Rupees.....) for..... additional Parking Slot(s)

(c) Preferential Location Charges (PLC)

(i) ParkFacing :Rs.....@Rs.....perSq.Ft.of Carpet Area

(ii)ClubFacing :Rs.....@Rs.....perSq.Ft.of CarpetArea

(iii)Corner :Rs.....@Rs.....perSq.Ft.of Carpet Area

(iv)RoadFacing :Rs.....@Rs.....perSq.Ft.of Carpet Area

(d) InternalDevelopmentCharges :Rs.....@Rs.....perSq.Ft.of Carpet Area

(e) ExternalDevelopmentCharges :Rs.....@Rs.....perSq.Ft.of Carpet Area

(f) FireFightingCharges :Rs.....@Rs.....perSq.Ft.of Carpet Area

(g) One timeleaserent :Rs.....@Rs.....perSq.Ft.of Carpet Area

(h) ElectricalSubstationCharges :Rs.....@Rs.....perSq.Ft.of Carpet Area

(i) Optional additional basement storage : Rs.....@Rs.....perSq.Ft.of Carpet Area

(j) InternalElectrificationCharges :Rs.....@Rs.....perSq.Ft.of Carpet Area

(k) ExternalElectrificationCharges :Rs.....@Rs.....perSq.Ft.of Carpet Area(l)

Power Backupfor.....KVA :Rs.....@Rs.....perKVA

All Taxes duties, levies including Service Tax as imposed by Central/State Government shall be extra. Any enhancement/fresh tax(including GST), duty or levy madeapplicable in the enure of construction of the project till the date of execution of sub Lease Deed will be charged extra as applicable and will be payable by the Applicant.

*TotalSalesConsideration :Rs.....(Rupees.....only)

Signature of the Applicant(s)

4. PAYMENT PLAN OPTION

Please indicate your payment options -

A. Down Payment Plan

B. Flexi Payment Plan

C. Construction Linked Payment Plan

5. MAINTENANCE DEPOSIT

(The Non Refundable Interest Free Maintenance Deposit is payable by the Applicant before the possession of the said unit/on offer of possession)

Carpet area of the unit applied for.....Sq.Ft.....Sq.Mtrs.Rate-Rs. per Sq.Ft. (Rs. per sq. Mtr.) of Carpet Area Total amount payable towards maintenance Deposit - (Carpet Area x Rate) = Rs.....(Rupees.....only)

6. MAINTENANCE ADVANCE

(The Maintenance advance for one year is payable every year along with GST thereon by the applicant on offer of possession of the said unit)

Carpet area of the unit applied for.....Sq.Ft.....Sq.Mtrs. Rate.....per Sq.Ft. (Rs.....per sq. Mtr.) of Carpet Area per month Total amount payable towards maintenance Advance- (Carpet Area x 12 x Rate) = Rs.....(Rupees.....only).

Sinking fund reserve @ Rs..... Sq.Ft. (per Year)

Note: The monthly maintenance advance is fixed only for the first year and can be revised as per actual and only at the sole discretion of the Company/Maintenance Agency.

7. CLUB MEMBERSHIP FEE

(The Social Club Membership Fee along with subscription charges for the first year and GST as applicable thereon is payable by the Applicant as per the Payment Plan and before occupation of the said unit).

Membership Fee : Rs.....(Rs.....only) GST as Applicable

8. BROKER DETAILS

Broker Name:.....PAN No:.....

Office Address:.....Mob No.:.....

Goods Service Tax Registration No.:.....

(Signature of the broker with stamp)

Note: Payments to be made only through account pay cheque/demand draft drawn in favour of "CAPITAL INFRA TECH HOMES PVT. LTD." payable at Noida/NCR.

.....
Signature of
Sole/First Applicant

.....
Signature of
Second Applicant

.....
Signature of
Third Applicant

Place.....

Date.....

FOR OFFICE USE ONLY

1. ACCEPTED / REJECTED Approval ref.No

2. DETAILS OF UNIT ALLOTTED:

Unit No. Type Tower No Floor Carpet Area
Sq. Ft. (approx.) Sq. Mtr.(approx.)

3. CONSIDERATION

(a) Basic Sale Price (BSP) :Rs @Rs per Sq. Ft. of Carpet Area

(b) Car Parking Slots(s) : Rs (Rupees)
for first Parking Slot And : Rs (Rupees)
for additional Parking Slot(s)

(c) Preferential Location Charges (PLC)

(i) Park Facing :Rs @Rs per Sq. Ft. of Carpet Area

(ii) Club Facing :Rs @Rs per Sq. Ft. of Carpet Area

(iii) Corner :Rs @Rs per Sq. Ft. of Carpet Area

(iv) Road Facing :Rs @Rs per Sq. Ft. of Carpet Area

(d) Internal Development Charges :Rs @Rs per Sq. Ft. of Carpet Area

(e) External Development Charges :Rs @Rs per Sq. Ft. of Carpet Area

(f) Fire Fighting Charges :Rs @Rs per Sq. Ft. of Carpet Area

(g) One time lease rent :Rs @Rs per Sq. Ft. of Carpet Area

(h) Electrical Substation Charges :Rs @Rs per Sq. Ft. of Carpet Area

(i) Optional additional basement storage : Rs @Rs per Sq. Ft. of Carpet Area

(j) Internal Electrification Charges :Rs @Rs per Sq. Ft. of Carpet Area

(k) External Electrification Charges :Rs @Rs per Sq. Ft. of Carpet Area (l)

Power Backup for KVA :Rs @Rs per KVA

(m) Club Membership Charges :Rs (Rupees only)

*Total Consideration : Rs (Rupees only)

4. PAYMENT DETAIL:

(a) Payment vide Cheque / DD No : Dated for Rs
(Rupees only)

5. Acknowledgment / Receipt No Dated

6. Remarks

Account Manager Name Signature

Signature of the Applicant(s)

**GENERAL TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT OF A UNIT ("SAID UNIT") IN "CAPITAL ATHENA" AT
GH-12A-2, SECTOR-1, GREATER NOIDA (WEST).**

1. The Applicant has applied for allotment of the said unit with full knowledge of and subject to all the laws, notification, rules applicable to this area in general and the said project in particular, which have been duly explained in detail by the Company in the language the Applicant understands and understood by him.
2. The Applicant has fully satisfied himself about the right, interest of the Company in the said Plot on which the said project is to be constructed and has understood all obligations of the Company. The Applicant has also fully acquainted himself with full satisfaction with regard to the specifications of the said unit, construction plan and period, the materials to be used and other standard terms and conditions in regard to the said unit and the said project.
3. The Applicant has accepted the plans, designs, specifications shown to him which are tentative and provisional and are kept at the Company's office and agrees that the Company may affect such variations, modifications therein as it may, in its sole discretion, deems appropriate and fit or as may be required by any Authority.
4. The Applicant shall pay basic sale price and other charges on the basis of carpet area of the said Unit. Carpet area shall mean and include the covered area, boundary-walls, boundary-gate(s), balcony, cupboard, lofts plus proportionate common areas such as projections, corridors, passages, stair cases, underground/overhead water tanks, mummies, entrance lobbies, electric sub-station, pump house, shafts, guard rooms, lifts, lift-rooms and other for common facilities etc.
5. Total Sales Consideration of the said unit and provision for other charges in respect thereof have been fixed keeping in view the normal practices, conventions and the statutory requirements as of date. Should at any time hereafter, either by statutory requirement or otherwise, it becomes necessary to provide for any further equipment/facilities etc. or there be any demands or levies by any authorities and in case of any enhancement of lease-money/lease-rental by the Greater Noida Industrial Development Authority (hereinafter referred to as the "Authority"), then the cost of such additional provisions, installations, demands of levies, taxes like GST, or other taxes imposed by Central and/or State Government or any other authorities or any enhancement in the lease rent /Lease Money by the Authority, shall be charged additionally, proportionate to the area of the said unit.
6. The Applicant may arrange/avail loan facility from banks or financial institutions at his own as per his entitlement/eligibility criteria and make the payments to the Company as per the payment schedule agreed by him. In any event and at any rate, irrespective of the fact whether the bank loan is sanctioned and/or disbursed to the Applicant, he shall make timely payments to the Company as per the agreed payment schedule. Furthermore, the repayment of such loan along with interest/any other charges thereon to the bank/financial institution shall be the sole responsibility of the Applicant.
7. The Applicant shall make timely payment of the installments/amount due to the Company and shall also comply with the other terms and conditions of sale, failing which the Company shall be entitled to forfeit the amount of booking amount being 10% of total sales consideration. In such event, the Applicant shall also be liable to pay administrative charge, as applicable, plus interest liabilities on overdue installment. The amount of refund, if any, will be paid within 45 days of cancellation of the unit.
8. In case during the course of construction of the said project, the prices of building material and/or wages/labour required for the construction increase, such increase shall be added to the sale price of the said unit to be paid by the Applicant.
9. The Company shall have the right to raise finance for the said project from any bank/Financial Institutions/Body Corporate and for this purpose create equitable mortgage (mortgage by deposit of title deed) on the plot in favour of one or more such institutions.
10. In case during the course of construction and/or after the completion of the Building(s), further construction on any portion of the plot or building or on the terrace becomes possible and permissible due to increase in the Floor Area Ratio or otherwise, the Company shall have the exclusive right to take up and/or complete such further construction and deal with newly built-up constructed area as belonging to the Company notwithstanding the designation and allotment of any Common Areas as Limited Common Areas or otherwise. Consequently, the proportionate share of the Applicant in the common areas and facilities and limited common areas and facilities shall stand varied accordingly, without any compensation payable to the Applicant.
11. The Authority under the terms of Allotment/Undertaking/Lease Deed has reserved the right to all mines, minerals etc. in or under the plot provided that the Authority/Lessor shall make reasonable compensation to the Company/Applicant for all damages directly occasioned by exercise of the rights hereby reserved.
12. The Applicant shall not use the said Unit or permit the same to be used for purposes other than residential as permitted or use for any purpose which may or is likely to cause nuisance, annoyance or danger to the Company or to the occupiers of other units or for any illegal or immoral purposes.
13. The Applicant shall be bound to observe and abide by all the terms and conditions of the allotment of the plot including the terms and conditions of the document inviting tenders, the brochure, allotment letter, the Undertaking, and the Lease Deed. The Applicant shall also abide by all Laws, Bye-laws, Rules and Regulations and the terms and conditions of the Authority and/or of the Uttar Pradesh Government and/or of the Local Bodies, the U.P. Industrial Area Development Act 1976 and the Rules and Regulations issued thereunder and/or of the Uttar Pradesh Apartment Ownership Act and any other law for the time being in force and shall be responsible/liable for all defaults, violations or breaches of any of the conditions, levies or rules and regulations as may be applicable.
14. The Applicant shall not have any claim, right or interest of any nature or kind whatsoever except the right of ingress/egress over and in respect of the land underneath the said building and open spaces, remaining part of the said project such as club, parking, park etc. except the right of ingress and egress in the common approach roads. The Applicant shall not be entitled to cover the terrace area or put up any permanent or temporary or any other structures thereon and the terrace shall always be open to use for maintenance of service, water tanks etc. and shall be open to use by all other occupants at all times of emergencies including fire etc.
15. The car parking space shall be allotted on "first come first serve" basis, and shall be for Applicant's exclusive use together with the said unit and the Applicant shall not be entitled to sell/transfer/deal with the said car parking space separately, i.e. independent of the said unit.
16. The Applicant shall be given power back-up quantity as requested by him/her in the Application Form at the time of booking of the said unit and no request for increase of the same shall be entertained interstage or at the time of possession.
17. The actual gas supply arrangement, including equipment, if provided by the appropriate authority, shall be provided directly by the suppliers for which deposits/costs, if any, shall be borne proportionately by the Applicant.

Signature of the Applicant(s)

18. A Recreational Club with a swimming pool, Billiard Room, Table Tennis, Badminton Court, gymnasium, Jacuzzi, steam and sauna bath facilities is proposed to be provided in the said project. The Applicant shall be compulsorily made a member of the club and he shall pay the refundable security deposit, membership fee and subscription to be fixed by the Company in advance for the first year and thereafter such charges shall be payable to the management agency of the club monthly/quarterly as may be demanded, irrespective of the fact that the Applicant has not been enjoying services of the club. The Applicant shall also pay user and service charges as prescribed from time to time and also to abide by the rules and regulations formulated by the Company for proper management of the club. However, the ownership of the club, its equipment, buildings and constructions and rights in the land underneath shall continue to vest in the Company.
19. The Company has also planned to provide convenient shopping centre in the said project, the ownership of which shall continue to vest in the Company.
20. The Company shall, under normal conditions, complete construction of the unit as per the said plans and specifications, seen and accepted by the Applicant (with additional floors for apartments if permissible) as approved or modified by the Company as aforesaid. If as a result of modifications, there is either reduction or increase in the carpet area, common area of the said unit or its location, no claim, monetary or otherwise, will be raised or accepted except that the original agreed rate per square feet of carpet area and other charges will be applicable for the changed carpet area. If for any reason, the Company is not in a position to allot the said unit, at its sole discretion, may offer any alternate property. If no alternate property is offered or if offered, is not acceptable to the Applicant, then the Company shall refund the amount paid by the Applicant along with simple interest @% (.....) per annum. The Applicant shall also be entitled to claim compensation as per RERA 2016..
21. The possession of the said unit will be delivered to the applicant by, subject to force majeure, restraints from courts/authorities, non-availability of building materials due to market conditions/rainfall season, timely payments by the Applicant, or any reasons whatsoever beyond the control of the Company including but not limited to strikes, shortage of labour, disputes with contractors, war or enemy action or natural calamities or any act of God, . Possession of the said unit would be given only on clearance of the entire dues payable by the Applicant to the Company in terms of this Application, the Allotment Letter to be issued by the Company and the Flat Buyer Agreement to be executed between the Company and the Applicant.
22. In case construction of the said unit is delayed due force majeure or other reasons as aforesaid and/or delay in certain clearances/completion certificate from statutory bodies or if non-delivery thereof is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid events, the period of delay so caused shall be excluded from the construction period and the Company shall be entitled to the corresponding extension of the time for delivery of the said unit, and in that event the Applicant shall not be entitled to claim compensation of any nature whatsoever for the period of delay. In consequence of the above or for any other reason, whether within or outside the control of the Company, if the said project is abandoned by the Company, its liability shall be limited to the refund of the amount paid by the Applicant with simple interest @ (.....percent)per annum and compensation as per the RERA Act.2016.
23. In case of delay in construction of the said unit within the period as stipulated subject to force majeure and reasons beyond the control of the Company, as aforesaid, timely payments by the Applicant,, the Company would pay interest to the Applicant@Rs (Rupees.....)p.a
24. The Applicant shall from the date of possession maintain the said Unit at his own cost, in a good condition and shall not do or suffer to be done anything in, upon or to the said project or the said unit or the common areas which may cause any type of blockade or which may otherwise be violative of any rules, bye-laws of the appropriate Authorities, Maintenance Agencies or any other authority. The Applicant shall not make or permit to be made any change, alteration in or additions to the said unit or the building(s) or any part thereof without the previous permission in writing of the Company and the Authority.
25. The Company / Maintenance agency shall look after the maintenance and upkeep of the common areas and facilities till the possession of the common area is delivered to the association of allottees. / agency nominated by the Company or a body corporate or society , as may be . The Applicant shall also pay the maintenance charges as may be determined by the Company or its nominee from time to time and the delay of such charges shall attract interest @ 1.5% (one and half per cent) per month.
26. The Applicant shall sign a separate maintenance agreement with the Company or its nominated Maintenance Agency before taking over possession of the said unit on the detailed terms and conditions to be incorporated in the said maintenance agreement.
27. The Applicant, after taking possession of the said unit or at any time thereafter, shall have no objection to the Company for continuing with the construction/development of other flats/towers/commercial area and community area within the said project adjoining to the said unit applied for by the Applicant.
28. The allotment to be made to the Applicant of the said unit shall be personal to him and he shall not be entitled to sell, transfer, assign or part with his/her right, interest in the said unit until he has paid at least 30% (thirty per cent) amount of the total price of the said unit. The said transfer shall always be subject to prior approval of the Company, which may at its sole discretion permit to do so, on such terms and conditions and on payment of such service or other charges as it may consider at the relevant time. This shall also be subject to requirements, if any, of the Authority in this connection.
29. Before handing over physical possession of the said unit, a tripartite sub-lease deed, on a form and format prescribed by the Authority, in respect of the said unit shall be executed directly in favour of the Applicant with the Authority as the Lessor for transferring leasehold rights in the land, the Applicant as the sub-lessee and the Company as the confirming party for transferring rights in the said unit and got registered in favour of the Applicant on completion of construction and receipt of all dues including stamp duty, registration expenses etc.
30. The Applicant, if an income Tax Assessee, agrees to furnish his Permanent Account Number, and if not Form 60/61, as the case may be, within a period of 15 (fifteen) days from today. In case the Applicant is resident outside India, he shall solely be responsible to comply with the requirement as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendments, modifications made thereof and all other applicable laws including that of remittance of payment(s) and obtaining permissions as prescribed by law for acquisition of property in India.

Signature of the Applicant(s)

31. The Applicant shall be liable to pay property tax, if and when applicable, and all other rates, taxes, charges, assessments levies, compensation by whatever name called, assessed or imposed by the concerned authorities whether levied now or in future in respect of the said unit irrespective of the fact that the Applicant has not been enjoying the benefit of the said unit. Till the said unit is individually assessed by the authorities, the Applicant shall be liable to pay to the Company on demand, proportionate taxes, levies, charges or assessments or any other incidental charges whether levied now or in future by any Authorities, on land or buildings of the said project, as the case may be, to enable the Company to deposit charges. Apportionment of such levies shall be conclusive, final and binding upon the Applicant.
32. The Applicant shall pay contribution @ Rs.25/- (Rupees twenty five only) per square feet at the time of offer of possession to create Replacement/ Sinking Fund. As and when any plant and machinery of capital nature installed in the said project including but not limited to generating sets, electric sub-stations, pumps etc. require replacement, upgradation or any additional equipment is required to be installed, the cost thereof shall be met out from the Replacement/Sinking Fund.
33. The Applicant shall indemnify and keep indemnified the Company against the breach of any of the terms and conditions of the Notice inviting tenders, the Brochure/Tender documents issued by the Authority, the Acceptance Letter and Allotment Letter issued by the Authority, the Undertaking given by the Company to the Authority and the Lease Deed executed between the Authority and the Company etc.
34. That all communications sent through registered post by the Company to the Applicant at the address mentioned hereinabove shall for all purposes be considered as served on the Applicant. It shall be the responsibility of the Applicant to inform the Company by registered post about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first registered address will be deemed to have been received by him.
35. That all disputes arising out of or touching upon or in relation to the terms and conditions of the Application/Agreement, 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 through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held at New Delhi by a sole arbitrator to be appointed by the Company and whose decisions shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator.

I/WE declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.

.....
Signature of
Sole/First Applicant

.....
Signature of
Second Applicant

.....
Signature of
Third Applicant

Place.....

Date.....

Annexure (if any)

