

VAASTU HOMES

Application Form

ENVYRONS INFRASTRUCTURE PRIVATE LIMITED
COMPANY IDENTIFICATION NO: U70101DL2011PTC222612
(RERA ID: UPRERAPRJ_____)

APPLICATION FOR ALLOTMENT OF RESIDENTIAL UNIT IN 'VAASTU HOMES' IN
GHAZIABAD, UTTAR PRADESH

SITUATED AT PLOT NO. 04/BS-02/02, SIDDHARTH VIHAR, GHAZIABAD

Dear Sir/s,

I / we, the undersigned, have applied for provisional allotment of a residential unit tentatively admeasuring having a carpet area of _____ sq. mtrs. (_____ sq. ft.) ("**Unit**") in your Project namely "**VAASTU HOMES**" ("**Project**") being developed and constructed under lawful arrangements by **Envyrons Infrastructure Private Limited** ("**Developer/Company/Promoter**"), a company registered under the Companies Act 1956 and having its registered office at plot bearing No. G-56, Basement Pushkar Enclave, Paschim Vihar, Delhi-110063.

In the event of you agreeing to allot the said Unit, I/we agree and undertake to abide by the basic terms and conditions attached to this application form and being part thereof and also agree to sign and execute, as and when desired by the Promoter, the Allotment Letter and/or the Agreement for Sale (hereinafter referred to as "**Agreement**") on the Promoter's standard format. Further, I/we shall accept the specification pertaining to the said Unit and shall pay the Total Price of the said Unit including but not limited to Basic Sale Price, Preferential Location Charges, Additional Cost, Government Levies/ Taxes, Maintenance Deposit, applicable Stamp Duty and other charges etc. as and when demanded by the Promoter. I/ we hereby remit a sum of Rs. _____ /- (Indian Rupees _____ only) vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ (Bank Name) towards part booking/ booking money for allotment of said Unit.

I/we am/are aware that the said Project has been registered as a 'Real Estate Project' under the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and Real Estate (Regulation and Development) Rules for the state of Uttar Pradesh ("**Rules**"). The Uttar Pradesh Real Estate Regulatory Authority ("**U.P. RERA**") has duly issued the certificate of registration bearing no. _____ bearing Project registration no. UPREARAPRJ _____ dated _____ for the said Project ("**RERA Certificate**") and the details of the said Project and other related documents and approvals from the concerned development Authority are mentioned on U.P. RERA's website.

I/ we clearly understand this application form does not constitute an Agreement and I/ we do not become entitled for the allotment of the said Unit. Notwithstanding the fact, the Promoter may have issued a receipt in acknowledgement of the money tendered with this application form. It is only after I/we sign and execute the Agreement/ Allotment Letter, Addendum to the Agreement/ Allotment Letter, if any

and binding upon the Promoter. If, however, I/we cancel/ withdraw this application or I/we fail to sign/ execute and return signed Agreement/ Allotment Letter **within 30 days** from its dispatch by the Promoter or I/we fail to sign/ execute and return signed Agreement and get the same registered as per instructions from the Promoter, then the Promoter may at its discretion treat my/our application as cancelled and the part booking/ booking money paid by me/us shall stand forfeited.

I/we further agree to pay the instalments and additional charges/ cost as per the Payment Plan (opted by me/us), as shown in the Price List and/or as stipulated / demanded by the Promoter, failing which the application / allotment shall stand cancelled and the part booking/booking amount paid along with interest. My / our particulars are given hereinafter.

[If the Applicant is a company]

_____,
(CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____,
(PAN No. _____), represented by its authorised signatory namely _____, (Aadhaar No. _____) duly authorised vide board resolution dated _____.

OR

[If the Applicant is a Partnership Firm]

_____,
a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____ (PAN No. _____),
represented by its authorised partner namely _____, (Aadhaar No. _____)
authorised vide _____.

OR

[If the Applicant is an Individual]

SOLE OR FIRST APPLICANT

Mr. / Ms. _____,

(Aadhaar No. _____) (Photocopy attached)

S/o/W/o/D/o _____,

(PAN No. _____), D/O/B ____/____/____

Status: Resident/Non-Resident/Person of Indian Origin _____

Business/ Profession _____ Nationality _____,

Purpose: Self-use _____ Investment for leasing _____ investment for resale _____

Mailing Address:

Tel. No. _____ Fax No. _____ Mobile No. _____

Permanent Address:

Tel. No. _____ Fax No. _____ Mobile No. _____

Office Name and Address:

Tel. No. Fax No. Mobile No.

SECOND APPLICANT

(Aadhaar No. _____) (Photocopy attached)

(PAN No. _____), D/O/B _____ / _____ / _____

Business/ Profession _____ Nationality _____,

Purpose: Self-use _____ Investment for leasing _____ investment for resale _____

Mailing Address:

Tel. No. Fax No. Mobile No.

Permanent Address:

Tel. No. Fax No. Mobile No.

Office Name and Address:

Tel. No. _____ Fax No. _____ Mobile No. _____
Email ID _____

OR

[If the Applicant is HUF]

Mr. _____, (Aadhaar No. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Undivided Family known as _____ HUF, having is place of business / residence at _____, (PAN No. _____).

Mailing Address:

Tel. No. _____ Fax No. _____ Mobile No. _____
Email ID _____

Permanent Address:

Tel. No. _____ Fax No. _____ Mobile No. _____
Email ID _____

Office Name and Address:

Tel. No. _____ Fax No. _____ Mobile No. _____
Email ID _____

UNIT DETAILS:

Unit bearing No. _____ in Tower _____ in Vaastu Homes _____ on _____ Floor along with right to use _____ car parking bearing no. _____.

Carpet Area of approx. _____ sq. mtrs. (_____ sq. ft)

TOTAL PRICE: As per breakup below:

S. No.	Price Description	Amount in Rs.
A	Basic Price	
B	PLC	

C	Other charges*	
D	Basic Sale consideration (A+B+C)	
E	Goods and Service Tax** (GST)	
F	Total Sale Consideration (D+E)	
	Stamp Duty and Registration Fee on the Agreement for Sale**	
	Stamp Duty and Registration Fee on the Conveyance Deed**	

**as per rates existing on the date of execution of the same and may vary at the time of payment.

***OTHER CHARGES**

S. No.	Price Description	Amount in Rs.
A	Car Parking	
B	EDC and IDC	
C	Community Centre Membership Fees (CCMF)	
D	FFC	
E	METER INSTALLATION CHARGES	
F	Interest Free Maintenance Security Deposit (IMFSD)	
G	Power Backup	
I	Water Meter Charges	
J	STP charges	
K	Furnishing charges (if applicable)	
	Total other charges	

PAYMENT PLAN:

1. Down Payment Plan



2. Construction Linked Plan



TERMS AND CONDITION:

1. I/we have applied for allotment of a residential unit (hereinafter referred to as **“said Unit”**) in the Project namely **“VAASTU HOMES”**, being developed and constructed under lawful arrangements by **ENVYRONS INFRASTRUCTURE PRIVATE LIMITED**, a company registered under the Companies Act, 1956 having its registered office at plot bearing No. G-56, Basement Pushkar Enclave, Paschim Vihar, Delhi-110063 (hereinafter referred to as **“Developer/Company/Promoter”**) on plot of land having area admeasuring 12000 sq. mts. bearing Plot No. **04/BS-02/02, Siddharth Vihar, Ghaziabad** was allotted to the Developer by Uttar Pradesh Awas and Ewam Vikas Parishad (hereinafter referred to as said **“Authority”**) vide Bahi No- 1, Jild No- 5997, Page no- 151 to 188 as document no. 979 dated 21.02.2017, the records of the same are also available at Ghaziabad, Tehsil- Ghaziabad (hereinafter referred to as said **“Land”**).
2. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this application.
3. Before applying for allotment of said Unit, I/we have verified the terms/conditions of allotment and price of the said Unit with other developers in the vicinity and have fully satisfied myself/ ourselves about the terms, conditions, price of the said Unit and nature of rights, title, interest of the Promoter in the said Project which is being developed/ constructed by the Promoter as per prevailing byelaws/guidelines of the connected concerned Competent Authority and subsequent amendments thereof and has further understood all limitations and obligations in respects thereof I/we further agree and undertake to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority.
4. I/we acknowledge that the Promoter, as and when demanded by me/ us has provided all information & clarifications as required by me/us about the said Project and that I/we have relied on data/matter/things as specially represented in this Application and on my/our own judgment and investigation(s) for applying for allotment of the said unit.
5. I/we understand and agree that the Promoter may make any change to the approved layout plan, sanctioned plan of the Project and the nature of amenities in the term of the said Act. The Promoter is entitled to make such minor additions or alterations as may be required by me/ us or such minor changes and alternations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to me/us.
6. In case where the Promoter proposes for a revision in layout plan of the Project with my/our consent and thereupon my/our said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund or demanded preferential location charges which I/we hereby agree to pay/have refund/have adjusted in last instalment as stated in the payment plan opted by me/us.
7. I/we agree that the amount paid with the application and in instalments as the case may be to the extent of 10% of Basic Sale Consideration of the said Unit shall collectively constitute the booking amount.
 - (i) I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of instalments of basic sale consideration, and Govt. levy pertaining to the said Unit is the essence of the terms of the booking. I/we agree to make all the payments within time as per the terms of schedule of payments as mentioned in **Annexure-A** and/or as may be demanded by the Promoter from time to time. I/we agree that the Promoter is under

no obligation to send demand/reminders for payments. I/we understand and agree that in case I/we fail to make payments for two consecutive demands made by the Promoter as per the payments plan annexed hereto, despite having been issued notice in that regard I/we shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the said Act and Rules thereof.

- (ii) In case I/we fail to make payments for a period beyond 3 (three) consecutive months after notice/ reminders being served by the Promoter in this regard, I/we hereby authorize the Promoter to cancel the allotment of the said Unit, if allotted and forfeit out of the amounts paid by me/us, the booking amount as aforementioned together with any interest and instalments, interest on delayed payments due to payable, brokerage, dealer commission etc. The amount, if any paid over and above the booking amount, interest on delayed payments, brokerage, dealer commission etc. shall not be refunded to me/us or financial institution, as the case maybe by the promoter without any interest after compliance of certain formalities by me/us or financial institution, as the case may be by the promoter without any interest after stand terminated and I/shall be left with no right, title, interest, lien etc. on the said Unit. The Promoter shall intimate me/us about such termination at least 30 days prior to such termination.
8. I/we hereby understand that I/we shall have a right to cancel/withdraw my/our allotment in the Project. In case, I/we propose to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit booking amount (Earnest Money) paid for the allotment, interest on delayed payments (if any), brokerage (if any), dealer commission (if any) etc.
9. That the area mentioned in the brochure, map or any other document is super area of the said Unit, super area is calculated by adding the proportionate common area of the built-up area of the said Unit.
10. The building plans are tentative and the Promoter may make such changes, modification, alteration and additions therein as may be deemed necessary or may be required to be done by the Promoter, the Concerned Authority, any other Local Authority or Body having jurisdiction. The Promoter can construct additional floor on the already approved tower without changing the layout and no NOC/consent for such purpose shall be required to taken from the Allottee.
11. The cost of Stamp Duty for registration of Conveyance Deed/ Registry, registration charges/fee, miscellaneous expenses and advocate legal fees/charges shall be borne by us/we only.
12. I/we shall name a nominee in the agreement or in any other communication, who will be responsible to administer the said Unit, in case of my/our death.
13. 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 obligation of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the conciliation officer appointed under the RERA Act, 2016.

DECLARATION

I/we declare that the above terms and conditions have been read/understood and the same are acceptable to me/us. I/we have sought detailed explanations and clarifications from the Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful

consideration to all facts, terms and conditions. I/we have signed this Application Form and paid the booking amount for the allotment. I/we further undertake and assure the Promoter that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or claim under this application against the said Unit. If any other persons have signed this application form on my/our behalf, then he shall be presumed to be duly authorised by me/us through proper Authorization/ Power of Attorney/ Resolution etc.

Name of Applicant

Signature of Applicant

