



REDEFINING
RUSSIAN LUXURY

APPLICATION FORM



APEX
THE KREMLIN

— SIDDHARTH VIHAR —

Applicant's Name : _____

Applicant's Address : _____

Unit No. : _____



Dear Sir/Madam,

I/We hereby apply for the booking of a Residential Apartment/Flat in "Apex The Kremlin" Siddharth Vihar, Ghaziabad (U.P.) (under the banner of Apex Group) in the name and style "M/s Apex Heights Pvt. Ltd." under your Construction Linked Plan/Time Linked Plan/Flexi Payment Plan/Down Payment Plan.

I/we herewith remit a sum of Rs. _____ Rupees _____ only by way of Bank Draft / Cheque No./ UTR No. _____ dated _____ drawn on Bank as a token amount towards the booking and undertake to faithfully make the balance payment towards the consideration of the Residential apartment/flat as per the payment plan opted/accepted/agreed by me/ us. This application does not constitute an Agreement to sell and I/We do not become entitled to allotment of the Residential flats notwithstanding the fact the Company may have issued the receipt/acknowledgement of the Earnest Money tendered with this application. Its only after I/We sign an execute the allotment Letter on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding on the Company. The allotment must be signed by the party within 15 days from the date of being called upon by the Company to execute/sign the same. In case of failure to sign the allotment or cancellation of flat by the party before signing of the allotment the amount constituting the earnest money shall stand forfeited at the discretion of the company.

I/We clearly understand, agree and accept that layout plan of "Apex The Kremlin" is purely tentative in nature and is subject to change in order to comply with any directions/conditions/changes by any competent authority/ies or as required by the Company/Architect in overall interest of the project at the sole discretion of the Company and I/We shall have no objections in this regard. The Company and I/We hereby agree that it shall never be necessary on the part of the Company to seek the consent from the applicant(s) for the purpose of making any such changes. It is further agreed and understood by me/us that if due to any such changes in the layout plan if the super area of the flat increases or decreases, I shall be liable to pay the resulting difference within 15 days from the date of the demand and if the super area is decreased the resulting difference shall be adjusted against my/our future payments.

I/We agree and undertake to abide by all the terms and conditions of this application including those relating to payment of Basic sale price and other charges, forfeiture of earnest money as laid down herein, additional payments in case of any changes & addition i.e., increasing area, change in specification of amenities etc. in the execution of the Allotment Agreement.

1. SOLE/FIRST APPLICANT:

Mr/Mrs/Ms _____
S/W/D of _____ Nationality _____
Profession _____ Age _____
Residential Status : Resident ☐ Non-Resident ☐ Foreign National of India Origin ☐
Income Tax Permanent Account (PAN) No. _____ Date of Birth
Residential Address _____
Tel No. _____ Mobile No. _____
Fax No. _____ Email Address _____



2. SECOND APPLICANT :

Mr/Mrs/Ms _____
S/W/D of _____ Nationality _____
Profession _____ Age _____
Residential Status : Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐
Income Tax Permanent Account (PAN) No. _____ Date of Birth
Permanent Address _____
Tel No. _____ Mobile No. _____
Fax No. _____ Email Address _____
Relation _____ Nominee Name _____



OR

3. M/s _____ a Company partnership proprietorship

firm having its office at _____

through its authorized director/partner/sole proprietor Mr/Mrs/Ms _____

4. Date of Booking 5. Tower Name

6. Super Area (sq.ft.) Approx 7. Floor 8. Flat No.

9. Payment Plan : Down payment (DP) ☐ Flexi Plan ☐ Construction Linked Plan ☐ Time Linked Plan ☐
(Tick whichever opted)

10. Sale Price per sq. ft. on super area _____

In words ₹

S.No.	INDEX	TOTAL
1.	Sale Price	
2.	Other Facility Opted	
2.1	Interest Free Maintenance Security	☐
2.2	External Electrification	☐
2.3	Power Backup Provided	☐
2.4	Fire Fighting Charges	☐
2.5	Club Membership	☐
2.6	No. of Car Parking Space	☐
3.	Other Charges (if any)	
4.	Total	

In Words ₹

11. Booking Direct ☐ Through Broker/Agent ☐

in case of Agent/Broker, please give the particulars.

Name : _____ Address : _____

Tel. Phone no. _____ Mob. Phone no. : _____ Service Tax no. : _____

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनके पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्ताखत किये हैं।

Signature of Applicant

Booked Through

Signature of Co-Applicant

PAYMENT PLAN

DOWN PAYMENT PLAN/ FLEXI PAYMENT PLAN/ CONSTRUCTION LINKED PLAN/ TIME LINKED PLAN

[illegible]

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को गुड्रो/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनके पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

Signature of Applicant

Signature of Co-Applicant

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION

RESIDENT OF INDIA

- Copy of Pan Card
- Photographs of all applicants
- Proof of Residence.

PARTNERSHIP FIRM

- Copy of Pan Card
- Certified Copy of the Registered Partnership Deed.
- In case of one of the partner has signed the document, an authority letter from the others.
- Letter for authorizing the said person to act on behalf of the firm from other partners.
- Photograph of the Partner who shall sign the application on behalf of the Partnership Firm.

PRIVATE LIMITED & LIMITED COMPANY

- Copy of Pan Card of the Company
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company.
- Certificate of incorporation issued by Registrar of the Companies
- Photograph of the Authorized Representative of the Company who shall sign the application on behalf of the Company.

HINDU UNDIVIDED FAMILY (HUF)

- Copy of PAN Card of HUF.
- Authority Letter from all Co-Parcenor's of HUF authorizing the Karta to act on behalf of HUF.
- Address proof/proof of residence of the Karta of the HUF
- Photograph of the Karta who shall sign the application on behalf of the HUF.

NRI / FOREIGN NATIONAL OF INDIAN ORIGIN

- Copy of Individuals Passport.
- In case of demand draft (DD) the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the allottee.
- In case of cheque all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.
- Photographs of the Applicants.

TERMS AND CONDITIONS

NATURE OF BOOKING

This allotment of Residential Apartment/Flat is entirely at the direction of the company. The allotment shall be confirmed only after issuance of letter of allotment by the company after clearance of Earnest Money deposited by the applicant.

REGISTRATION & OTHER CHARGES

Registration charges, Stamp duty, Sublease dead charges and other incidental expenses for transfer of property right at the time of registration shall be borne by the Applicant(s). Other statutory taxes, service tax or any enhancement imposed or to be imposed by the Government / Semi- Government / any competent authority and charges for additional facilities as applicable from time to time shall be extra and are to be borne by the Applicant(s).

MODE OF PAYMENT

All payment from outstation location are to be paid through DEMAND DRAFT/RTGS/NEFT Only. Demand Drafts/Local cheques are to be made payable to M/s Apex Heights Pvt. Ltd. Payable at New Delhi. After each payment the Applicant(s) must insist on a duly signed receipt from the duly authorized person of the company.

DELAYED PAYMENTS

In any circumstances the payment / installment delayed from the maximum period of 60 days from the due date on part of the allottee, interest at the rate of 24% p.a. shall be charges on all delayed payment including the payment of the installments as per the payment plan accepted by the Applicant(s) and other charges and in case of payment delayed the company have sole right to adjust interest from the payment received from the allottee and balance payment will be adjust in cost of flat or any other charges and after expiry of 60 days the allotment will be deemed cancel and allottee has no right to make any objection in any circumstances what-so-ever.

HOUSING LOANS

Loans form financial institution to finance the said residential Apartment may be availed by the Applicant(s) at their own. Though the case of loan / financial facility are to be applied for and pursued by the individual Applicant(s) on their own. The Company will provide assistance without any of obligation of any nature upon the Company through their personnel to provide all official documents of project for legal & technical clearance without any responsibility for delay in payment. In case of delay for approval of loan or loan rejected by the Bank the payment shall be treated as delayed & Interest will be charge by the company on delay Payment & any other action may be taken as per rules/ Terms & Condition of the application form/Allotment letter. Further, if a particular Institution/Bank/ Refuses to extend financial assistance on any ground whatsoever, the applicant(s) shall not make such refusal as causes for non-payment of further installment/dues.

CANCELLATION OF ALLOTMENT

That the Flat Allottee(s) hereby agree/s that out of the amount(s) paid/payable by him/her/them towards the booking of the residential Flat, 10% of total consideration of the flat shall be treated as the EARNEST MONEY to ensure fulfillment of all the terms and conditions by the Applicant(s). Any default on the part of the Applicant(s) towards the strict compliance of the terms and conditions of the present Application (or the Allotment Agreement) shall entitle the Company to forfeit the Earnest Money and cancel the allotment. It is further agreed by the applicant(s) that:

1. On default of payment the allotment will be cancel and amount paid by the Applicant(s) towards the booking prior to the execution of the allotment agreement shall not be refund under any circumstance.
2. In case of termination/cancellation of the allotment, due to default by the allottee 10% of total consideration of the flat (over and above the earnest money) shall be treated as the Cancellation Charges and balance amount (if any) will be refunded to the applicant without any consent.
3. Upon the 'execution of the Allotment Agreement, if, for any reason whatsoever, the Applicant(s) applies for the cancellation of the allotment in his/her/their favour or if the allotment of the Applicant(s) is terminated by the Company for the reason of any default(s) by the Applicant(s) towards the compliance of the terms and condition of such allotment (including any default in making the timely payments as per the opted payment plan), then in such conditions the amount equal to earnest money and cancellation charges along with other incidental expenses incurred by the Company towards such allotment shall stand forfeited by the Company and the balance amount, if any, shall refunded to the applicant(s) without any interest.

4. Upon cancellation/termination of the allotment, the refund of the balance payment, if any, shall be made to the Applicant(s) within 90 days from the date of receipt of such request / termination or upon the re-allotment of the cancelled flat, whichever is later. However, before claiming such refund the Applicant(s) shall be required to fulfill such other and additional conditions as may be required by the Company in this regard.

POSSESSION

The Company shall deliver the possession of the flat to the applicant(s) only on clearance of all dues and getting NOC from the company and fulfillment of other terms and conditions.

CHANGE IN DRAWING/DESIGNS

Due to any unforeseen requirement of the Authority/Government/Company, the company has every right to change the design(s) and specification(s) of an individual Flat(s)/Towers(s) or the project as a whole. No alteration in the Residential Flat shall be acceptable and the Applicant(s) shall not challenge the picture/photographs of the building appearing in the Application Form and/or the Allotment Letter and/or the Specification Sheets.

The Applicant(s) agree that in the event a cheque deposited with the company by the Applicant(s) towards any payment due to company is dishonored on any grounds the Applicant shall replace the dishonored Cheque with a Demand Draft or Banker's Cheque or Cash of equivalent amount within 3 days of such dishonor, failing which this application or the allotment or Residential Flat shall be treated as cancelled at the sole discretion of the company. Provided however that in the event a cheque is dishonored on grounds of insufficient funds, this application or the allotment of Residential Flat shall be treated as cancelled at the sole discretion of the company.

The Applicant(s) shall get his/her/their complete address registered with the Company at time of filling this application with company and it shall be his/her/their responsibility to inform the Company by registered AD letter about all or any subsequent change, if any, in his/her/their mailing address, failing which all notices and correspondence from the Company sent to the address as mentioned by the Applicant(s) in this Application Form and the said Letter/Notices sent by the Company to the Applicants shall be deemed to be received by them on the address first above mentioned. The Provision of this Clause is without prejudice to the obligation of the Applicant(s) to make timely payment and the Applicants shall be solely responsible for any default in payment and the consequence that might occur there from.

I/We hereby agree that in case of cancellation of the booking of the said unit, I/We shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard failing which brokerage will be deducted from the amount paid by the allottee and balance will be refunded.

I/We have NRI / PIO status or if I/we am/ are foreign national(s) then I/We shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/ or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ consideration and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/We agree that the Company will not be liable in any manner on such account.

DECLARATION

I/We agree that the registration in the project shall become definitive only after completion of the process of allotment and upon issuance of a final communication in such regard by the Company in writing which shall be subject to the terms and conditions as may be stipulated by the Company at the time of allotment.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand the terms and conditions as comprehensively set out in the Allotment Letter which shall supersede the terms and conditions in this application. I/We are fully conscious that it is not incumbent on part of the Company to send its reminder/notices in respect of our obligations as set out in this application and/or the Allotment Letter and I/We shall fully be responsible for any consequence in respect of default committed by me/us in not abiding by the terms & conditions contained in this application and/or the Allotment Letter. I/ We have sought detailed explanation and clarification from the Company and the Company has readily provided such explanation and clarification and after giving such careful consideration to all facts, terms, conditions and representation made by the Company, I/We have now executed this Application Form and paid the money thereof fully conscious of my/our liabilities and obligations including the forfeiture of the Earnest Money as maybe imposed upon me/us. I/We further undertake and assure the Company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our money or in any manner whatsoever including but not limited to as set out in terms and conditions provided in this Application, I/We shall be left with no right, title interest of lien on the Residential Flat applied for and provisionally and/or finally allotted to me/us in any manner whatsoever. I/We further undertake and assure that i/we agreed and abide to sign/execute the builder buyer agreement as per company's prescribed format

I/We the undersigned (Sole/First and Co-Applicant's), do hereby declare that the above mentioned particulars/ Information given by me/us are true and correct to the best of my/our knowledge and no material fact has been concealed there from.

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Signature