

BOOKING / APPLICATION FORM

Application for booking of an Commercial Space/Shop in _____tower/ _____Floor at "SHREE NARAYAN ENCLAVE , M/s RAMESTH INFRASTRUCTURE PVT LTD inform you that :-

Dear Sir/Madam,

1. It is requested that I/We, applicant(s) may be allotted a flat in the proposed project and an exclusive right to use parking space(s) (hereinafter defined) in the said complex as per the company's payment plan.
2. I/We, applicant(s), encloses here with a sum of Rs.____ (Rupees _____ only) cash/by bank draft/cheque No._____dated _____/Drawn on _____ in favour of "RAMESTH INFRASTRUCTURE PVT LTD", payable at _____, as booking amount.
3. I/We, applicant(s), acknowledge that the company has provided all the information and clarifications as sought by me/us. I/we am/are satisfied with the same. I/We am/are also relied on my/our own judgment and conducting enquiry before deciding to apply for purchase of the said apartment. I/We am/are not relied upon nor is influenced by any architect's plans, advertisement, representations, warranties, statements of estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical conditions of the said complex/said apartment. This application is complete and self-contained in all respects, no oral or any written representation or statements shall be considered constituting part of this application.
4. I/We applicant(s) agrees that if the company allots the said SHOP/FLAT (hereinafter defined) then I/We agrees to pay the total price (hereinafter defined) and all other amounts, charges and dues as per the payment plan opted by me/us as and when demanded by the company or in accordance with the terms of this application/agreement (hereinafter defined) that shall be executed by the company in accordance with Company's standard document. I/We, applicant(s), have read and understood the terms and conditions of this application, stated herein after and is agreed with the same.

The particulars of the Applicant(s) are given below for Company's reference and record:

1.(i) **Applicant Mr./Mrs./Ms.** _____

S/W/D _____

Nationality _____ DOB _____ Profession _____

Resident Status: _____ E-Mail ID _____

Aadhar Card No. _____ PAN No. _____

Correspondence Address _____

Permanent Address _____

Tel No. _____ Mobile No. _____

Office Name & Address _____

Tel No _____

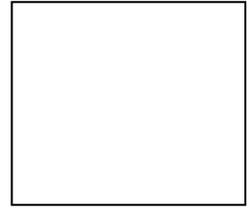


Applicant

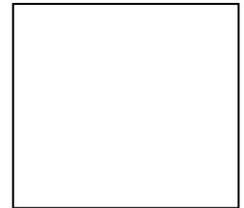
Co-Applicant

Third Applicant

(ii) **CO-APPLICANT Mr./Mrs./Ms.** _____
S/W/D _____
Nationality _____ DOB _____ Profession _____
Resident Status: _____ E-Mail ID _____
Aadhar Card No. _____ PAN No. _____
Correspondence Address _____
Permanent Address _____
Tel No. _____ Mobile No. _____
Office Name & Address _____
_____ Tel No _____



(iii) **Third Applicant Mr./Mrs./Ms.** _____
S/W/D _____
Nationality _____ DOB _____ Profession _____
Resident Status: _____ E-Mail ID _____
Aadhar Card No. _____ PAN No. _____
Correspondence Address _____
Permanent Address _____
Tel No. _____ Mobile No. _____
Office Name & Address _____
_____ Tel No _____



OR

M/s _____
a partnership company duly registered under the India Partnership Act 1932, through its partner authorized by
resolution dated _____ Shri/Smt. _____ (copy of
the resolution signed by all partners required).
PAN/TIN: _____ Registration No. _____

OR

M/s _____ a company registered under The
Companies Act, 1956 having its corporate identification no. _____ and having its
registered office at _____ through its duly authorized
signatory Shri/Smt. _____ authorized by Board Resolution (copy of board

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resolution along with a certified copy of Memorandum & Articles of Associations required) PAN _____
(Delete whichever is not applicable)

2. DETAIL OF APARTMENTS

SHOP No.: _____ Floor: _____ Type: _____ Block: _____
_____ carpet area: _____ sq. mtr. i.e. _____ Sq. Ft. approx total super
area _____ sq. mtr. i.e. _____ sq. ft. Balcony & common area _____ super built up area

3. DETAIL OF PRICING

Basic Sale Price: _____ /- (Total : _____)
In Words (Total: _____)

Included Items:

- A) Car Parking:**
 - (1) Covered Car Parking @ Rs. _____
 - (2) Open Car Parking N/A
 - B) Power Backup** @ Rs. _____
Power Backup @ Rs...../- per KVA:
 - C) Fire Fighting** : _____
 - E) EDC** : _____
 - F) EEC** : _____
 - G) Life time membership charges of CLUB:** : _____
 - H) Interest Free Maintenance Security:** Rs. _____ per sq. mtr i.e. Rs. sq. ft. X _____ = Rs. _____
 - I) Dual Meter Charge:** : Rs. _____
 - J) Maintenance Charge** : Rs. _____ (as per prevailing rate of maintenance at the time of offer of possession)
- a) Basic Cost @ _____
b) Other charges @ _____ (GST, Service Tax, VAT, Metro Cess & labor Cess and other charges levied or leviable by competent authority will be chargeable)
c) Booking will be confirmed after payment of 10% of total sale consideration i.e. earnest money.

PAYMENT PLANS DETAILS:

Down Payment Plan

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1	At the time of Booking	10%
2	Within 45 days of Booking	85%
3	On Intimation of Possession	5%

Subvention Payment Plan

1	At the time of Booking	10%
2	From Bank	80%
3	On offer of Possession	10%

Special Payment Plan

Construction Linked Payment Plan

1	At the time of Booking	10%
2	Within 45 days of Booking	15%
3	On Start of Basement Roof Slab	5%
4	On Start of Ground Floor Roof Slab	5%
5	On Start of 1ST Floor Roof Slab	5%
6	On Start of 2th Floor Roof Slab	5%
7	At the Start of Bricks work	5%
8	At the Start of Plaster work	5%
9	At the Start of Plumbing work	5%
10	Upon Completion of Tiles Work	5%
11	On Intimation of Possession	5%

DECLARATION

I/We applicant(s) do, hereby, declare that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. I/We, further, authorize the company to forfeit the earnest money i.e. 10% of basic sale consideration in case of non-compliance of agreed terms & conditions on account of pre- estimate loss of company.

Yours faithfully

Date _____

Signature of First Applicant

Place _____

Signature of Second Applicant

Terms and Condition

1. Nature of Booking

- a) This is a booking form for proposed flat at - " _____
- b) The provisional booking do not convey in favour of purchaser any right, title or interest of whatsoever nature unless and until required documents such as Agreement to Sell is executed.

2. Mode of Payment

All payments from outstation locations are to be paid through Demand Drafts only. Demand Drafts/local cheques are to be made payable to **RAMESTH INFRASTRUCTURE PVT LTD.** The purchaser must insist on a duly signed receipt from authorized personnel. That if intending allottee make any payment to any other person/company except Himalya Developers pvt ltd against his/her/their booked flat then the intending allottee will be solely responsible and liable for the said wrong payment.

- a) That the schedule of installments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment.
- b) That part payment of Rs. 100,000/- regarding booking will be accepted subject to payment of 10% of basic sale price within 15 days otherwise the amount will be forfeited on account of pre-estimated loss of company.

3. Delayed Payments

- a) Interest on delayed payment will be at the rate of MCLR + 1% per annum.
- b) That if I/We fail to pay the installment on prescribed time limit, Builder has full right to cancel the flat. In that case builder may return the deposited amount after statutory deduction i.e. 10% of the total sales consideration. I/we shall not create any objection / dispute in any manner whatsoever.

4. Cancellation Charges

- a) In case of cancellation either or booking or agreement, the statutory deduction will be **10%** of the basic sale consideration.
- b) Refund shall be made to the purchaser within 45-90 Days from the receipt of refund application & amp, I- Bond with valid reason for cancellation, after adjusting the statutory deduction of 10% of basic sale consideration which is pre-estimated loss of company due to non-compliance of agreed terms & amp; conditions. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the

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applicant(s), as booking amount, within 45-90 (forty-five - Ninety) days of such cancellation/ withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment/re-booking of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier.

5. Possession

- a) The possession of flat will be handed over after 36 months + 6 months' grace period from the date of execution of agreement.
- b) In case of delay in handing over possession of the said Flat attributable of delay of Developer, the Developer would pay a sum equivalent to **PMI interest** per sq. mtr., provided however that the intending Allottee has made payment of all installments towards the sale consideration amount of the said Flat in time and without making any delay to the Developer or as per RERA Act provision.
- c) That in case the intending Allottee(s) fails to take possession of Apartment within given "Fit-out-period", Rs. ___/- per sqm. will be charged for the delay per month till physical possession" and maintenance charges will be applicable from the date of offer of possession.
- d) The company shall handover the possession of the completed Flat to the purchaser only on payment of all dues to the company and in case allottee did not turn up to take possession in spite of offer of possession interest payable by allottee shall be of the MCLR + 1% per annum (approx-10%).
- e) Since the project is having different types of units, the constructions will be completed in phases. All the major common facilities will be provided as per the completion of phase. As such the intending Allottee(s) must take the possession of his/her/their own flats as soon as it is made available for the possession.

6. Changed in Drawings / Designs

- a) Due to any unforeseen requirement of authority/company, company has every right to change the design/s and specification/s, however the project is duly approved by competent authority.
- b) That if for any reason, whether within or outside the control of the Builder, the whole or part of the scheme is abandoned, no claim will be preferred, except that money received from the intending Allottee(s) will be refunded in full, without interest.
- c) Cost of any additions and alterations made over and above specifications mentioned in the brochure at the request of the purchaser shall be charged extra.
- d) That as per the Layout Plan it is envisaged that the apartment on all Floors shall be sold as an Shops with impart able and undivided share in the land are underneath the plot. The intending Allottee(s) shall not be construct anything on the terrace. The proposed allottee has booked the proposed shop .

7. Other Terms and Conditions

- a) Other terms and conditions mentioned in **Agreement** shall apply.
- b) That the intending Allottee(s) has/have to pay monthly Maintenance charges as decided by the builder at the time of offer of possession to the Maintenance Body of the project.
- c) That the Interest Free Security Deposit give by the intending allottee(s) to the Builder or nominee of the Builder is transferable to the intending Allottee(s)/Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA and in case where maintenance charges has not been paid by allottee, the security deposit willbe adjusted..
 - (i) All existing lifts, corridors, passages, & overhead water tanks, firefighting equipment with motors and motor room.

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(ii) Security gates with intercom, lift rooms at terrace without terrace right.

Note: Roof Top, spaces for commercial, parking spaces or tot-lots, space for public amenities, (excepting what has been allotted by an agreement to intending Allottee(s) shopping centers & other unsold property of builder will remain the property of the Builder. Maintenance charges will be applicable on sold flats.

8. Registration & Other Charges

- a) Registration Charges, Stamp Duty, Charges and incidental expenses there to as application at the time of registration shall be extra and is to be borne by the purchaser.
 - b) Other Statutory taxes as applicable from time to time shall be extra and are to be borne by the purchaser.
9. That the intending Allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other apartments in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
10. That the Apartment shall be used for activities as are permissible under the Law.
11. That in case of NRI/Foreign National intending Allottee(s) the observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be responsibility of the intending Allottee(s).
12. That in case, the intending allottee makes any payment to any other person/company, except **RAMESTH INFRASTRUCTURE PVT LTD.** against his/her/their booked flat, then the intending allottee will be solely responsible and liable for the said payment.
13. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration of a person to be appointed by the „BUILDER“, the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Varanasi, (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force.
14. **Jurisdiction:** The High Court of Lucknow and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.

Signature of Applicant

Signature of Co-Applicant

Applicant

Co-Applicant

Third Applicant