

APPLICATION FORM FOR BOOKING IN THE PROJECT

Application Form No. _____

Date :

To

Gulshan Homz Pvt. Limited
Corporate Office : 7th Floor, Gulshan One29
Plot no. C3-E1, Sector- 129 , Noida (U.P.)

Sir/Madam

I/We, (herein after referred to as **"APPLICANT"** and whose details are given in clause- I of this application form) hereby submit my/our Application form for the booking of Said Unit in Group Housing project namely **"GULSHAN DYNASTY MORADABAD"** (UP RERA Registration No. _____ dated _____) situated at Plot No.GH-10, Sector-04, Moradabad, Uttar Pradesh. (herein after referred to as **"THE PROJECT"**) being developed and promoted by M/s Gulshan Homz Private Limited (CIN : U70109DL1997PTC084494) having its registered office at Flat No.-7, 3rd Floor, Plot No.-4, Dayanand Vihar, Delhi – 110092 and its principal place of business situated at 7th Floor, Gulshan One29, Plot no. C3-E1, Sector 129, Noida, Uttar Pradesh (hereinafter referred to as **"THE PROMOTER"**)

I/We, applicant after fully satisfying myself /ourselves in respect to the final layout plan, sanctioned plan, as approved by the competent Authorities and about the rights/interest of the Promoter over the Project land on which the Said Unit / Building is being developed / constructed is/are applying for the booking of the Said Unit,

The Applicant remit herewith a sum of Rs. _____
(Rupees _____)

only) by RTGS/Bank Draft /Cheque No. _____ dated _____ drawn on _____ towards the entire/ part payment of the **"Booking Amount"** for the provisional allotment of the Said Unit.

*(please note that term Booking amount shall means 10% of Total Price of the Said Unit)

In this Application/ Booking Form:

- (i) The term **"UNIT"** or **"Said Unit"** shall means dwelling unit in a specified block in the Project and more particularly described in Clause-2 of this Application form.
- (ii) The Term **"Buyer"** shall include "Applicant" in whose favour the 'Said Unit' is allotted.
- (iii) Term **"BOOKING AMOUNT"** shall means 10% of Total price of Said Unit.
- (iv) The Promoter and the Applicant / Buyer shall individually be referred as "Party" and collectively referred as "Parties"
- (v) unless the contrary intention appears, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.

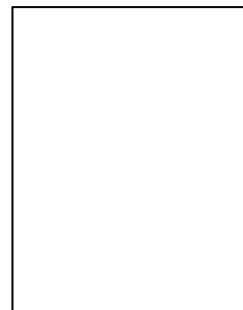
BUYER(S)

1. PARTICULARS OF APPLICANT(s)
(To be filled in case of individual(s))

(a) First Applicant

Mr./Mrs./Ms _____
 Son/Wife/Daughter of _____
 Date of Birth _____ Marital Status _____
 Residential Status: Indian [] Non – Resident Indian []
 Foreign National of Indian Origin [] Nationality _____
 Residential Address _____

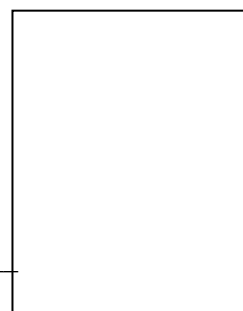
 Profession _____ E-Mail _____
 Tel. Residence _____ Office _____
 Mobile _____ Whatsapp No. _____
 PAN No. _____ Aadhar/Passport No. _____



Second/Joint Applicant

Mr./Mrs./Ms _____
 Son/Wife/Daughter of _____
 Date of Birth _____ Marital Status _____
 Residential Status: Indian [] Non – Resident Indian []
 Foreign National of Indian Origin [] Nationality _____
 Residential Address _____

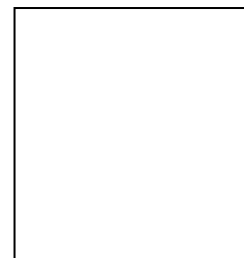
 Profession _____ E-Mail _____
 Tel. Residence _____ Office _____
 Mobile _____ Whatsapp No. _____
 PAN No. _____ Aadhar/Passport No. _____



Third/Joint Applicant

Mr./Mrs./Ms _____
 Son/Wife/Daughter of _____
 Date of Birth _____ Marital Status _____
 Residential Status: Indian [] Non – Resident Indian []
 Foreign National of Indian Origin [] Nationality _____
 Residential Address _____

 Profession _____ E-Mail _____
 Tel. Residence _____ Office _____



Mobile _____ Whatsapp no _____

PAN No. _____ Aadhar/Passport No. _____

(b) (To be filled in case of a Proprietorship Firm/Partnership Firm/Company)

M/s _____

Registered office _____

Tel . _____ Office E-mail _____

PAN no. of Firm/ Company _____

Residential Status : Indian/ Non- Resident _____

Resolution/Board Resolution/ Authorization Letter dated _____

(c) Details of Proprietor/Partner/Authorized Person

Mr./Mrs./Ms _____

Son/Wife/Daughter of _____

Date of Birth _____ Marital Status _____

Residential Status: Indian [] Non – Resident Indian []

Foreign National of Indian Origin [] Nationality _____

Residential Address _____

Profession _____ E-Mail _____

Tel. Residence _____ Office _____

Mobile _____ Whatsapp No. _____

PAN No. _____ Aadhar/Passport No. _____

2. DESCRIPTION OF THE UNIT (APPLIED FOR BOOKING) :

- (i) Unit No. _____
- (ii) Block No. _____
- (iii) Carpet Area _____ Sq.Ft. (_____ Sq.Mtrs.)
- (iv) Super Area _____ Sq.Ft. (_____ Sq.Mtrs.)
- (v) Other Details, if any of Said Unit _____

3. DETAILS OF TOTAL PRICE OF UNIT (APPLIED FOR) :

The Total Price for the Unit based on the Carpet Area is Rs. _____
 (Rupees _____)

only) ("**Total Price**"). The breakup of total price is stated herein below:

		A	B	C	D
S. No.	Particulars	Amount (in Rs.)	GST Rate (in%)	GST Amount (in Rs.)	Total Amount including GST (in Rs.)
1	Cost of Unit				
2	Add : charges for providing maintenance services for one year (See explanation 5(i) herein below)				
	Total Price of Unit In Rs.				

(Rupees in words _____
 _____)

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Applicant/ Buyer to the Promoter towards the Said Unit;
- (ii) The Total Price above includes GST (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Unit to the Buyer.
- Provided that in case there is any change/modification in taxes/ GST rate, the subsequent amount payable by the Buyer to the Promoter shall be increased/reduced based on such change/modification.
- (iii) The Promoter shall periodically intimate in writing to the Buyer, the amount payable as stated above and the Buyer shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Buyer the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes, levies etc. have been imposed or become effective.

BUYER(S)

Presently the Goods and Services Tax (GST) in respect of sale of under construction units in a residential project for all new project w.e.f. 01.04.2019 is 5% (without any GST input tax benefit) and GST in respect of providing maintenance services is 18%.

(iv) The total price of the Said Unit includes:

- (a) The cost to provide and maintain essential services in the project for one year from the date of completion certificate/ part completion certificate of the Project, as the case may be. It is clarified that the said Maintenance charges shall be exclusive of charges for water, electricity/ power back-up and other consumable on actual basis for which the separate bills will be raised by the Maintenance Agency/ Promoter. That the Buyer is required to pay the aforesaid charges at the time of giving offer for possession of Said Unit by the Promoter to the Buyer.
- (b) **Car Parking Spaces** : _____ nos ;
- (c) **Power Backup** (_____ KVA); (KVA in Words _____)

4. HEADS OF EXPENSES NOT INCLUDED IN TOTAL COST OF UNIT :-

It is hereby clarified and understood by the Buyer that Total Price of the Unit as stated in clause no. 3 above does not includes the following:-

- (i) Charges payable by the Buyer at the time of giving offer for possession of Said Unit by the Promoter.
 - (a) Interest Free Maintenance Security deposit (IFMS) @ Rs._____/ - per Sq. Ft. of super area (i.e. Rs. _____ per Sq. Ft. of carpet area) to the Promoter. This IFMS shall be non-refundable but transferrable.
 - (b) 12 (Twelve) months advance club and recreational facility usages charges.
 - (c) Water & sewerage connection charges and/or deposit or other levy which has been paid/payable by the Promoter to the concerned authorities or agencies on proportionate/ pro rata basis.
 - (d) Electricity connection/ meter charges and/ or deposit or other levy which has been paid/payable by the Promoter to the concerned authorities or agencies in relation to common area of the project on proportionate/ pro rata basis. Cost of applicable charges for DG meter,(if any) installed for Said Unit shall be borne by the Buyer.
 - (e) IGL (Indraprastha Gas Ltd.) or other competent agency charges as required to be paid/payable by Promoter to enable supply of Piped natural Gas ("PNG") in the project on proportionate/ pro rata basis.
- (ii) That in terms of the amendment made in Electricity/ applicable laws, it becomes necessary to install separate electricity connection (Multi point connection) for Said Unit, and the Buyer agrees to pay the entire cost of the said electricity connection charges and/or deposit or other charges as levied/ demanded by the concerned Electricity Department/ authority from time to time. The Buyer further agrees to abide by any changes in law/regulation etc. if any becomes applicable in future in relation to the Said Unit/ project for the aforesaid matters.
- (iii) All charges, i.e., stamp duty, legal expenses etc., for execution and registration of Agreement for sale to be executed and /or the conveyance deed shall be borne and payable by the Buyer. The Buyer shall get registered these documents within stipulated time as conveyed by the Promoter.
- (iv) If the Government or any other authority under law demands/levies any additional fees, taxes, charges, by whatever name called with regard to Project Land / Said Unit including development charges for roads, power, infrastructure facilities in the area and/or compensation to farmers / other stakeholders etc. from retrospective or prospective effect and the Promoter is required to pay such charges/levies/demands to the concerned Authorities, then Promoter has right to demand such charges/levies/demand from the Buyer on proportionate basis and the Buyer agrees to make payment of the same.

BUYER(S)

- (v) Applicable cost of availing any Optional Facilities such as Internet facilities etc. by Buyer (as stated in clause No. 5)

5. OPTIONAL FACILITIES IN THE PROJECT:

- (i) The Promoter may propose to provide facilities of Internet connection or Wi Fi or any other facility or amenity in this Project from time to time by the concerned independent supplier /vendor for benefit or convenience of the residents of the Project.
- (ii) The Buyer agree that these optional facilities are not to be construed as part of the standard specifications / legal offering at all. The Buyer, who wishes to avail any of the facilities is required to complete the documentation/ procedures as prescribed by Independent supplier of these facilities and pay additional applicable charges for installation, usage etc.
- (iii) The Promoter shall not be liable for any losses, damages on account of not providing any of such facilities or maintaining the quality, standard etc. thereof and it shall be the sole responsibility or obligation of the independent supplier of these facilities.

6. OTHER DETAILS

- 6.1 The Promoter shall periodically intimate in writing (through Registered Post/E.mail/Courier/SMS/Whatsapp) to the Applicant/ Buyer, the amount payable as stated in this Application form or Agreement for Sale and the Applicant/ Buyer shall make payment demanded by the Promoter within time and in the manner specified in the Payment Plan.
- 6.2 Payment Plan Opted : CLP/ _____
- 6.3 Bank Loan Required : Yes/ No _____
- 6.4 Applicant shall pay entire booking amount i.e. 10% of total cost of Said Unit w and also execute Agreement for sale/sub Lease within the prescribed period as decided by the Promoter from the date of Booking. All further payment for Said Unit shall be paid by the Applicant in accordance with executed Agreement for sale and/or Demand letter issued by the Promoter in this regard.
- 6.5 Booking shall remain purely provisional & shall be treated as confirmed only after fulfillment of two conditions within the prescribed period :
 - a).clearance of 10% of Total Cost of Said Unit
 - b).execution of the Agreement for Sale thereafter

7. DOCUMENTS TO BE SUBMITTED BY THE APPLICANT (ALONG WITH THE APPLICATION FORM) :-

- i. I/we enclose herewith, copies of following documents for your records and reference.
- ii. Address Proof: i.e. Aadhar Card /Voter's Identity Cards/Passport/Driving License etc.
- iii. PAN Card(s).
- iv. Three Photographs of each Applicant.
- v. Booking amount cheque/ draft/RTGS receipt.

(Additional Mandatory documents ini case of juristic person / other entities like Company/Society etc.)

- i. Memorandum and Articles of Association/By-laws.
- ii. Resolution/ Power of Attorney in favour of signatory passed by Board/Governing Body or the Power of Attorney (in original).
- iii. List of Directors/office bearers.
- iv. PAN Card and Address Proof of authorized signatory.
- v. PAN Card of Company /entity.

(Mandatory documents in cases of partnership firms)

- i. Partnership Deed.
- ii. Letter of Authority signed by all partners in favor of signatory.
- iii. PAN Card and Address Proof of Authorized Partner / Signatory.
- iv. PAN card of the Partnership firm.

(Mandatory documents in case of Foreign Nationals, PIO, NRIs and OCI)

- i. Passport (required) & Visa (if any).
- ii. Documents regarding payment through NRE/NRO account.

Note : All above documents must be notarized or self-attested.

OTHER TERMS AND CONDITIONS:

8. BOOKING

- (a) The Applicant(s) shall specifically indicate the preference of the Said Unit booked and said preference shall not be allowed to be changed. However, Promoter may at its sole discretion entertain a request for change of category/preference, if available in the desired category.
- (b) If the change of category is allowed by the Promoter, the same shall not be final unless difference amount along with the other charges as payable, has been duly paid by the Applicant(s).
- (c) The Promoter may seek additional documents and/or information necessary for the compliance under Applicable Laws or to substantiate any information provided in the Application form.
- (d) In case of non-allotment of the Said Unit at booking stage, the right of Applicant shall be limited only to the refund of the amount deposited without any interest.

9. PAYMENT

- (a) Payment Plan once opted by the Applicant(s), shall not be allowed to be changed.
- (b) Timely payment of installments as per Payment Plan and other dues as demanded by the Promoter is the essence of the Booking/ Agreement.
- (c) All payments shall be made by way of cheque/D.D./Pay order in the name of "Gulshan Homz Pvt. Ltd. - _____" payable at _____ OR such other name, details of which will be provided by the Promoter. The Buyer can also make payment through NEFT/ RTGS or other electronic payment mode into the Company's specified bank account, details of which will be provided to the Buyer at his/her request.
- (d) For all payments through A/c Payee cheque / demand draft the date of clearance of such cheque / demand draft shall be taken as the date of payment. For online payment the date of intimation by the Buyer to the Promoter with proof of payment shall be taken as the date of payment. Promoter will credit Buyer account with the amount credited in the Promoter's bank account on the date of such intimation.
- (e) Cheques/ D.D. etc should be deposited only at the office of the Promoter or handed over to the authorised representative of the Company.
- (f) Buyer hereby understands that no cash payment shall be accepted by Promoter. Further, Buyer or any person on his/her behalf shall not deposit cash directly into Promoter's Bank account and promoter shall not acknowledge any such payment.
- (g) However, in case of return/dishonor of first booking cheque, the application shall stand rejected out rightly without any written intimation/notice to the Applicant(s) and no such right shall accrue such Applicant(s) by virtue of this Application.
- (h) Foreign National or NRI/PIO applicant(s) shall be solely responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing investment by such applicant in immoveable property in India including remittance of any payment for Said Unit.

BUYER(S)

- (i) It is the sole responsibility of the Applicant / Buyer to deduct applicable Tax deduction at source ("TDS") on each payment made by Buyer as per Agreement /Application form, in accordance with the provisions of the Income Tax Act, 1961, for the time being in force. The amount deducted as TDS shall be credited to the account of the Buyer only on (i) submission of proof of deposit of TDS to the govt. account and (ii) submission of relevant TDS certificate to the Promoter with in due date prescribed under the Income Tax Act, 1961 or in any case latest by 31st May, following the end of financial year. After the afore date, no claim for depositing of TDS by Buyer would be entertained and Applicant/ Buyer shall be required to pay TDS amount to the Promoter.

10. COMMUNICATION DETAILS :

- (a) That all communication to be served on the Applicant / Buyer and shall be deemed to have been duly served if sent to the Applicant/ Buyer or the Promoter by Registered Post / courier / e-mail at their respective addresses specified below:
- (b) In case of joint application, all communication on behalf of Promoter be served on the First Applicant / Buyer only, as per communication details given in this application form itself.
- (c) Communication to Promoter shall be made at :
The CRM Team,
Gulshan Homz Pvt. Ltd.
Corp. Office : 7th Floor, Gulshan One29
Plot no. C3-E1, Sector -129, Noida, Uttar Pradesh- 201304.
Email : luxury@gulshangroup.com
- (d) It shall be the duty of the Applicant / Buyer and the Promoter to inform each other of any change in address/ communication details, subsequent to the execution of this application form.

11. MISC. TERMS :

- (a) The Applicant agrees that this Application is a mere request by the Applicant(s) for booking of the Said Unit and merely submission of the application form; encashment of the booking amount and/or issuance of a receipt in acknowledgment of the amount tendered shall not automatically create any right or interest in the Said Unit in favor of the Applicant. It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said Unit. The Promoter reserves the right to reject this application for booking without assigning any reason.
- (b) In case the Promoter rejects the application for booking of the Said Unit due to any reason at its discretion, the Applicant(s) thereafter shall have no other right, claim or interest of whatsoever nature in the Said Unit or against the Promoter except the refund of the actual amount deposited by him/her without any interest. After payment of this amount the Promoter shall be completely discharge of all obligations towards the Applicant.
- (c) Cancellation:
 - (i) If the Applicant fails to (a) pay the entire Booking Amount i.e. 10% of total cost of Said Unit and/or (b) execute the Agreement for sale with Promoter within the prescribed period, then Promoter shall have unequivocal rights to cancel the booking of Said Unit and release such cancelled Said Unit for re-sale. In such scenario, the Promoter shall have right to forfeit the Booking amount received by it, subject to maximum of 10% of total cost of Said Unit.
 - (ii) That in case of cancellation of booking of Said Unit, the Applicant shall have no right or claim, whatsoever against the erstwhile Booked Unit and/or Promoter.
- (d) The Applicant(s) acknowledges that the Promoter has provided all the information and clarifications as sought by the Applicant(s), and satisfied with the same. The applicant(s) have relied on own judgment and conducted inquiry before deciding to apply for the purchase of the said unit. The applicant(s) has neither relied upon nor is influenced by an advertisements, representations, warranties or statements of any nature whatsoever, whether written or oral made by Promoter or any selling agents/brokers. This application is

complete and self-contained in all respects. No oral or any written representations or statements shall be considered constituting part of this application.

- (e) The High Court of Allahabad in Uttar Pradesh and courts subordinate to it at District Moradabad shall only have the jurisdiction in all matters arising out and/or concerning this application form.

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 therefrom. I/We agree to sign and execute all necessary agreements, deeds and other required documents as and when desired by the Promoter within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/ expenses incidental thereto. I / We further agree to be bound by the terms of the said agreement for sale/ documents to be executed. I/We ,the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable by me/us unconditionally.

APPLICANT(S)

1 _____

Name :

2 _____

Name :

3 _____

Name :

BUYER(S)

For OFFICE USE

Name of Project : Gulshan Dynasty Moradabad

Application form No/ Dated : _____

Name of Applicant (First holder) : _____

Booking for Said Unit no. : _____

Mode of Booking : Direct/ Broker/ Referral / _____

A. In case Booking of Said Unit is through Broker , details thereof :

1. Name of Company /firm : _____

2. RERA Registration no. : _____

3. Address of Company/firm : _____

4. Name of the Concerned Person : _____

5. Contact Number(s) : _____

6. E-mail Id : _____

B : ACKNOWLEDGMENT

(i) Application is received on _____ (Date) by _____

Sign of Auth. Person with Company's Stamp

(ii) Application is verified/ approved by Sales team i.e. _____ on _____ (date)

BUYER(S)