

NORTHWIND ESTATES PRIVATE LIMITED

“NORTHWIND SANCTUARY

Plot No. 7, Sector-PI, Gr. Noida”

APPLICATION FORM

Applicant's Name : _____

Applicant's Address : _____

Unit No. : _____

**APPLICATION FORM
FOR BOOKING/PROVISIONAL ALLOTMENT OF APARTMENT / SHOP**

Booking Application No._____

To,

M/s Northwind Estates Private Limited
Plot No. 07, Sector-PI,
Greater Noida West, UP

Dear Sir/Madam,

I/We understand that M/s Northwind Estates Private Limited (hereinafter referred to as “**the Company**”) is constructing and developing a residential group housing project named “**NORTHWIND SANCTURARY Plot No. 7, Sector-PI, Gr. Noida**” (hereinafter referred to as the “Residential Project”) on land bearing Plot No.07, Sector-PI, Greater Noida, UP-201306. The Residential Project is duly registered with UP RERA.

I/We, hereby apply for allotment of a Apartment/Shop (hereinafter referred to as the “**Unit**”) in the said Residential Project under Construction Linked Plan/Flexi Payment Plan/Down Payment Plan. I/We make this application after having carefully read and understood the terms and conditions provided herein after.

I/We, herewith remit a sum of Rs._____ (Rupees_____) vide Bank Draft/Cheque/UTR bearing No._____ dated _____ drawn on _____ being advance amount for registration of booking of the Apartment/Shop and undertake to faithfully make the balance towards consideration of the residential apartment/shop as per the payment plan agreed by us.

I/We, hereby agree that the receipt of this application and acceptance of the advance amount by the Company does not confirm the allotment of the Unit. The allotment of said unit shall be up to the discretion of the Company. That once the Company confirming the said allotment by issuing an allotment letter, I/we hereby undertake to pay the total price in compliance with details provided in Annexure-A.

I/We shall sign and execute Builder Buyer Agreement (BBA) in the format provided by the Company duly prepared in compliance with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder (the Definitive Documents). I/We shall get the same registered before the concerned sub-registrar within 30 days of issuance of allotment letter by the Company. In the event of my/our failure to comply with any/all of the above conditions, the booking/allotment will be cancelled at the sole discretion of the Company. The advance amount for booking/allotment paid till date to the Company shall stand forfeited and I/We shall be left with no right, title, interest, lien or claim of whatsoever nature on the said booking/allotment. The format of the Definitive Documents has already been shared with me/us by the Company representative at the time of booking.

I/We hereby agree that post confirmation of my/our booking by the Company. I/We shall not be entitled to withdraw or surrender the booking/allotment, for any reason whatsoever at any point of time, in case of non-compliance the Company shall be entitled to forfeit the advance amount paid for booking/allotment along with interest due/payable and brokerage paid for the said booking.

I/We hereby undertake to abide by the terms and conditions of this Application Form. In the event the Company agreeing to allot me/us the Unit, I/We agree to pay further installments as per the Payment Plan (opted by me/us) as agreed and/or as stipulated/demanded by the Company, failing which the allotment shall be cancelled and the Booking Amount and other sums shall be forfeited by the Company.

(Applicant)(Co-Applicant)

APPLICANT(S) DETAILS

(All information to be filled in Block Letters)

SOLE / FIRST APPLICANT's DETAILS				
NAME				
Son of/Daughter of /Wife of				
Date of Birth				
Marital Status	Single	Married		
Gender	Male	Female	Other	
Spouse's Name				
Nationality				
Occupation				
PAN No. (Mandatory)				
Aadhar No. (Mandatory)				
Residential Status (Tick)	Resident Indian			
	Non Resident Indian (NRI)			
	Overseas Citizen of India (OCI)			
	Person of Indian Origin (PIO)			
Phone	Home: _____			Work _____
	Mobile: _____			Other _____
E-Mail				
Present Address				
Self- Owned Rented				
Permanent Address				
Self- Owned Rented				
Correspondence Address	(Tick if same as Present/Permanent Address)			
Self- Owned Rented				
Prior Investment with the Northwind Sanctuary Plot No. 7, Sector-PI, Gr. Noida	Yes		No	

Affix Passport
Size Photograph

	If Yes, Unit No.
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(Applicant)

(Co-Applicant)

JOINT/CO- APPLICANT's DETAILS						
NAME						Affix Passport Size Photograph
Son of/Daughter of /Wife of						
Date of Birth						
Marital Status	<input type="checkbox"/> Single	<input type="checkbox"/>	<input type="checkbox"/> Married	<input type="checkbox"/>	<input type="checkbox"/>	
Gender	<input type="checkbox"/> Male	<input type="checkbox"/>	<input type="checkbox"/> Female	<input type="checkbox"/>	<input type="checkbox"/> Other	
Spouse's Name						
Nationality						
Occupation						
PAN No. (Mandatory)						
Aadhar No. (Mandatory)						
Residential Status (Tick)	Resident Indian					
	Non Resident Indian (NRI)					
	Overseas Citizen of India (OCI)					
	Person of Indian Origin (PIO)					
Phone	Home: _____ Work _____					
	Mobile: _____ Other _____					
E-Mail						
Present Address						
Self- Owned Rented						
Permanent Address						
Self- Owned Rented						
Correspondence Address	(Tick if same as Present/Permanent Address)					
Self- Owned Rented						
Prior Investment with Northwind Sanctuary	<input type="checkbox"/>	Yes		<input type="checkbox"/>	No	
	If Yes, Unit No.					

(Applicant)

(Co-Applicant)

COMPANY/FIRM/LLP AS AN APPLICANT				
Name of the Company / Firm / LLP				
Date of Incorporation				
Registered Address				
Correspondence Address				
Name of the Authorized Person				
Contact Nos.	Work :			
	Mobile:			
E-Mail				
Company/Firm/LLP PAN No. (Mandatory)				
Corporate Identification No. (CIN)/LLPIN (If applicable)				
GST Regn No.				
Prior Investment with Northwind Sanctuary	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
	If Yes, Unit No.			

(Applicant)

(Co-Applicant)**APARTMENT/UNIT DETAILES**

Apartment/Unit No.	
Tower Name / Number	
Floor / Type	Floor : _____ Type : _____
Super Area of the Unit	Sq.Ft: _____ Sq.Mtr: _____
Carpet Area of the Unit	Sq.Ft: _____ Sq.Mtr: _____
Floor Plan of the Unit	As per Brochure
Specification of the Unit	As per Brochure
Exclusive Open Terrace Area/Lawn Area (if applicable) in Sq.Mtr & Sd.Ft.)	
Car Parking Spaces	
Source of Funds	Self Finance : _____
	Loan Required: _____
Source of Booking	Direct : _____
	Channel Partner : _____
	Sob-Source : _____
Real Estate Agent Name (if applicable) and RERA Registration No.	a) Name of Entity : b) RERA Registration No. c) Validity Upto d) State of Registration:
Total Price of the Unit (including taxes as applicable)	Rs. _____
Break-Up of Total Price	As per Annexure-A
Scheme of Finance/Payment	Down Payment
	Construction Linked Plan
	Flexi Payment Plan
	Any other Plan
Subvention/Benefit/Discount provided (if any)	
Payment Schedule	As per Annexure-B
Payment to be made in favour of	NORTHWIND ESTATES PRIVATE LIMITED, PAYABLE AT NOIDA
Interest of delayed payments	As per RERA applicable law

(Applicant)
TERMS & CONDITIONS

(Co-Applicant)

1. **Northwind Estates Private Limited (NWEPL)** reserve the right to either allot or reject to allot the unit as requested by the applicant(s) and is subject to availability of such unit.
2. This application will be processed by NWEPL only after the realization of the booking amount mentioned in the payment details. Applicable bank charges will be levied for outstation Cheques. This booking will automatically stand cancelled if the payment made under this is returned unpaid. The stamp duty payable for the BBA as applicable shall be borne by the applicant.
3. That the Apartment/unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the Project subject to the relevant provisions of UP Apartment Act, 2010. As there are many units in the said project and services & facilities are common in the project therefore various other agreements like maintenance agreement, parking allotment, agreement for supply of electrical energy, agreement for power back-up etc. have to be executed at the time of possession.
4. By signing the application form, the applicant(s) affirm that they have examined the documents regarding the project and visited and inspected the location of the project and is (are) satisfied with the same. The applicant(s) also affirm that he/she/they have understood the scheme of development and aware of the developments in the surrounding and the neighborhood of the project and has no object in developing adjacent towers and common areas etc.
5. The Applicant(s) shall execute the BBAs /Builder Buyer Agreement (BBA) within 30 (Thirty) days from the date of allotment. In case of a failure to execute the BBA within the prescribed period as above, the applicant(s) hereby confirm that they have deemed to have accepted the terms and conditions in the BBA, if not cancelled/terminated. At the time of offer of possession the Applicant(s) shall be bound to execute a separate Maintenance Agreement for the Society. In case the BBA is not executed within thirty days from the date of this application, then the date of completion of the project will be as determined from the date on which the BBA is executed.
6. If the applicant(s) does not execute the BBAs within a period of 120 days from the date of this application for the booking of the unit, then, NWEPL shall at its option be entitled to cancel the unit. In this event, it shall result in automatic cancellation of the allotment along with forfeiture of booking amount towards Cancellation charges along with interest for delay payment, if any. The applicant(s) shall be liable to pay all taxes, duties, statutory levies of whatsoever and the brokerage paid, if any and the same cannot be refunded by NWEPL.
7. The applicant(s) further agrees that the allotment letter issued by NWEPL is only the provisional allotment letter and will be final only after the applicant(s) execute the BBA and adherence to the payment schedule without any delay or default.
8. Time is of the essence with respect to the Applicant's obligations set out in the Booking Application Form/BBAs, viz., to pay the Sale Consideration, Other charges along with other payments such as stamp duty, registration charges, GST, Additional Compensation, escalation charges, or any other Govt. Dues/levies/charges etc. without any delay or default.
9. Notwithstanding the execution of the BBA, the applicant(s) shall make the payments of the installments/demands within the time limit specified in the payment plan. The applicant shall be bound to make timely payments as per the payment schedule and in case of default, interest will be accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable from time to time with due payment. Timely payment is the essence of the booking and in case of delay interest shall be charged for the delayed period as per the prevailing norms.
10. In case of default by Applicant/Allotee under the condition listed above in regards to failure of completion of Booking Amount continues for more than 45 days after notice from the developer, the developer will cancel the allotment of the allotted Unit and forfeit the entire amount paid by the applicant and this application/allotment shall thereupon stand terminated.
11. No transfer or assignment of the unit will be allowed for a period of six months from the date of this application. Prior to the transfer or assignment the execution of the agreement and payment of 50% of the total Unit cost is mandatory. The applicants shall be liable to make the payment of transfer fee as fixed by NWEPL as per the policy from time to time. The applicant(s) further agree that no transfer or re assignment will be permitted without the prior approval of NWEPL. Request from the applicant for shifting from one unit to another unit will be made by NWEPL at its sole discretion.

12. In case the applicant(s)/ Allottee(s) surrender/cancel the booking/allotment at any stage due to any reason whatsoever then booking amount @10% of the cost of the Unit with all taxes and other administrative charges will be forfeited and balance (if any) shall be refunded without any interest after a period of 45 days from the date of surrender/cancel of the unit/allotment. After cancellation, NWEPL is entitled to allot and sell the unit to any other person and on such terms and conditions as NWEPL deems fit.
13. The Applicant(s) understands that the final allotment of the Said Apartment/Unit is entirely at the discretion of the Builder/Company/Developer and the Developer reserves the right to accept or reject any request for booking without assigning any reason whatsoever nature. The allotment shall be confirmed only after verifying the details provided in the Form and issuance of the letter of allotment by the Developer/Company after receipt of booking amount/down payment plus taxes.
14. The Applicant(s) understands that the Builder/Company may alter/change/amend the layout plans, architectural design, maps etc. of the said Apartment/Unit as per the applicable laws.
15. The Applicant(s) agrees and understands that terms and conditions of this Application and those of the Agreement may be modified/amended in accordance with any directions/order which may be passed by any Government Authority(ies), court of law, tribunal, or commission in compliance with applicable laws and such amendment shall be binding on the Applicant(s) and the Builder/Company.
16. NWEPL can vary the price of the unsold units at its sole discretion and the same will not be applicable to this Applicant.
17. NWEPL shall have the first lien on the said unit for all dues payable by the applicant(s)/Allottee(s) to NWEPL.
18. The Applicant(s) shall bear all the statutory charges, viz., Stamp Duty, sub-lease deed charges, Registration Charges, GST, other incidental charges etc, for transfer of property right at the time of registration shall be borne by the Allottee(s). Other statutory taxes, goods and services tax or any other enhancement imposed or to be imposed by the government/semi-government/the 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).
19. Loan from Bank/Financial Institution (FI) to finance the said Unit may be availed by the Applicant(s) on its own. Though the case of loan financial facility is to be applied for and pursued by the individual Applicant(s) on their own, the Company will provide assistance without any obligation of any nature upon the Company through their personal to provide all official documents of project for legal and technical clearance without any responsibility for delay in payment. In case of delay for approval of loan for loan rejected by the Bank/FI, the payment shall be treated as delayed and interest will be charged by the Company on delayed payment and any other action may be taken as per rules/terms and conditions of the Application Form/allotment letter. Further, if a particular institution/Bank refuses to extend financial assistance on any ground whatsoever, the applicant shall not make such refusal as a cause for non-payment of further installments/dues.
20. That in case re-issuance of allotment letter, tripartite agreement, permission to mortgage or any other document is required and requested by the Applicant(s) or Bank/FI, the Developer has sole right to reissue or reject the same. The reissuance at every time shall attract administrative fee/charges plus GST as applicable and shall be payable by the Allottee(s).
21. The Applicant(s) agree that only written and signed commitments by authorized personnel from NWEPL shall be accepted and or held valid and NWEPL has no control on the developments that may take place whatsoever, in the adjoining property of the project.
22. The Architectural features like elevation, colour/colour combinations, tiles and tile combinations or any other features affecting the aesthetics of the building shown in the marketing brochures/mock-up units are only indicative. NWEPL reserves the right to change the same.
23. All communication sent by NWEPL to the applicant(s) at the address given above shall be deemed to have been received by the applicant either by Email or by any other form of communication mentioned above. NWEPL shall continue to correspond with the applicant at the address mentioned in the application unless the change of address is given in writing and such changed address is confirmed by NWEPL. Any such communication returned to NWEPL for whatever reason, deemed as received by applicant(s) and the applicant(s) agrees to abide by the content of such communication. In case of Joint Applicants all communication shall be sent to the First Applicant mentioned in the Booking form.
24. The Applicant(s) hereby confirms that he/she is signing this Application with full knowledge of all the laws, rules, regulations, notifications etc. as applicable in the State of UP in relation to the Project/Society.
25. The Applicant(s) has clearly understood that by submitting this Application, the Applicant(s) does not become entitled to the final allotment of the Said Apartment/Unit in the Project, notwithstanding the fact that the Builder/Company may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant(s).
26. All disputes arising under the application form are subject to the exclusive jurisdiction of the courts in Gautam Budh Nagar.

DECLARATION

I/We, the above Applicant(s) have examined all the documents and information relating to the Residential Project titled by the Company before UPRERA, which includes the layout plan, approvals, other tentative plans, designs, specifications of the Unit etc. and have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company in the project land and the residential project and the approvals, sanction and permissions for the development that have been obtained by the Company. Further, I/We have completed all due diligence as to the right, title and interest of the Company to develop and market the Residential Project in Phase-I on the said land and also explained its future expansion/development of phase-II and I/we have visited and inspected the site to my/our entire satisfaction, so as to confirm the competence of the Company to transfer the Unit.

I/We further declare that the above particulars given by me/us are true and correct and nothing has been concealed therefore. Any allotment against this application shall be subject to the terms and conditions of this Application Form and the Definitive Documents. I/We understand that the Company shall elaborate the terms and conditions stated herein and beyond further terms in the Definitive Documents. The said terms and conditions shall be ispo-facto applicable to my/our legal heirs, transferees and successors. I/We undertake to inform the Company of any change in my/our address or in any other particular/information, given above, till the ownership of the Unit is transferred to me/us by execution and registration of conveyance/sub lease deed, failing which the particulars shall be deemed to be correct and the communications sent at the recorded address by the Company shall be deemed to have been received by me/us.

I/We request that this completed Booking Application Form shall be considered as a 'Request for Allotment' for the aforesaid Unit/Apartment in the Residential Project viz. **NORTHWIND SANCTUARY Plot No. 7 Sector- PI, Gr. Noida** being developed by "**Northwind Estates Private Limited**". I/We have fully read over and understood all the terms & conditions mentioned herein above and in the maintenance agreement, parking space, agreements for supply of electrical energy/power back-up. My/Our all queries have been duly explained by the representative of the Company. It is also clear to me/us that any changes in the sanctioned building plan/layout will be as per and subject to applicable laws. I/We hereby record our consent for all time to allow the Company/Developer for carrying out any required changes in the project including purchasing additional FAR as available and construction of residential units as permitted under the laws.

(Applicant)

(Co-Applicant)

(Applicant)

(Co-Applicant)

Date : _____

Place: _____

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

1. Duly filled and signed booking application form by the Applicant(s).
2. Applicable Booking Amount – DD/Cheque/Bank Transfer Details
3. Passport size photographs of the applicant(s).
4. PAN No & Copy of PAN Card/Undertaking.
5. Address proof – Copy of (Passport/Voter ID/Valid Permanent Driving License/Aadhar card/Identity card issued by State/Central Government, latest utility bill etc.)
6. For NRI: Copy of passport and payment through their own NRE/NRO A/c/FCNR A/c.
7. For Person of Indian Origin (PIO) or Overseas Citizen of India (OCI) - Please attach copy of applicant's valid passport, documents of PIO/OCI status and funds from their own NRE/FCNR A/c.
8. For Companies, copies of PAN Card, Registration Certificate, Memorandum & Articles of Association and Board Resolution.
9. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners.
10. For Hindu Undivided Family (HUF) – Copy of PAN Card, Authorization letter from all coparcener of HUF authorizing KARTA to act on their behalf.
11. If the first applicant is a minor, then proof of age, address and declaration of natural guardian to be furnished. If the Applicant (s) represents his/her Power of Attorney Holder – Please attach notarized copy of the Power of attorney.

Notes: Mention applicant (s) name and Unit number on the rear side of the payment instruments/ documents to be

submitted along with the booking application form. Person(s) signing the Application Form on behalf of other person/firm/company shall file proper Authorization/Power of Attorney/Board Resolution.

(Applicant)

(Co-Applicant)

FOR OFFICE USE ONLY

Full Booking Amount Received	Yes	No
Checked by Sales Person	Yes	No
Approved by Sales Head	Yes	No

Checked By : _____ / Sign _____

Approved By: _____ / Sign _____

Regd No. _____ Dated: _____

CHECKLIST FOR RECEIVING OFFICIAL

1	Booking Amount	
2	Applicant's Details & Signatures on all pages of the Application Form	
3	Pan No./Form 60/Copy of Pan Card	
4	Copy of Address Proof & Copy of ID Proof	
5	Copy of Aadhar Card of the Applicant(s)	
6	Photographs of the Applicant(s)	
7	For Companies : M&A of Association and Board Resolution/PAN/GST	
8	For Partnership Firm/LLP : Authority Letter duly signed by all the Partners along with Certified true copy of Partnership Deed	
9	For Companies/Firm/LLP/HUF: Photograph of Authorized Representative/Person signing the Form	
10	For NRI : Copy of Passport & Payment through NRE/NRO Account. In case of demand draft, confirmation from banker stating that the DD has been prepared from NRE/NRO Account of Applicant(s).	
11	E-mail ID & Mobile No of the Applicant(s)	

Remarks :

ANNEXURE-A

APARTMENT/UNIT COST DETAILS

Total Cost of the Unit is Rs. _____ (based on Super/Carpet Area)

Sl.No.	Description	Rs. Per Sq.Ft.	Total (Rs.)
(a)	Basic Sale Consideration (BSP)		
(b)	Preferential Location Charges (PLC)		
	(i) Park & Pool Facing		
	(ii) Corner		
	(iii) Road Facing		
	(iv) Floor		
(c)	Additional Car Parking Charges		
(d)	One time Lease Rent		
(e)	Maintenance Deposit		
(f)	Club Membership Fee		
(g)	Power Back-Up		
	TOTAL CONSIDERATION		

*Total Cost excluding of other charges, additional Farmer's compensation (if any), utility usage charges, FFC/EEC, GST, other Govt. levies/charges/taxes or statutory payments (as applicable), Stamp Duty/ Registration & Possession Charges etc.

(Applicant)

(Co-Applicant)

ANNEXURE-B

PAYMENT PLAN

DOWN PAYMENT PLAN / CONSTRUCTION LINKED PLAN / FLEXI PLAN / SWS2PP

(Applicant)

(Co-Applicant)

CONSENT LETTER

PRICE BREAKUP

To

M/s Northwind Estates Private Limited
Plot No. 07, Sector-PI
Greater Noida, UP-201306

Dear Sir,

I/We _____ S/o _____ R/o _____ have applied for booking /allotment of an Apartment/Unit admeasuring _____ Sq.ft. (_____ Sq.Mtr) in Tower _____ on Floor _____, Type _____ bearing Apartment/Unit No._____ in the residential project viz **Northwind Sanctuary Plot No. 7, Sector-PI, Gr. Noida**, being developed by you situated at Plot No. 07, Sector-PI, Greater Noida, UP.

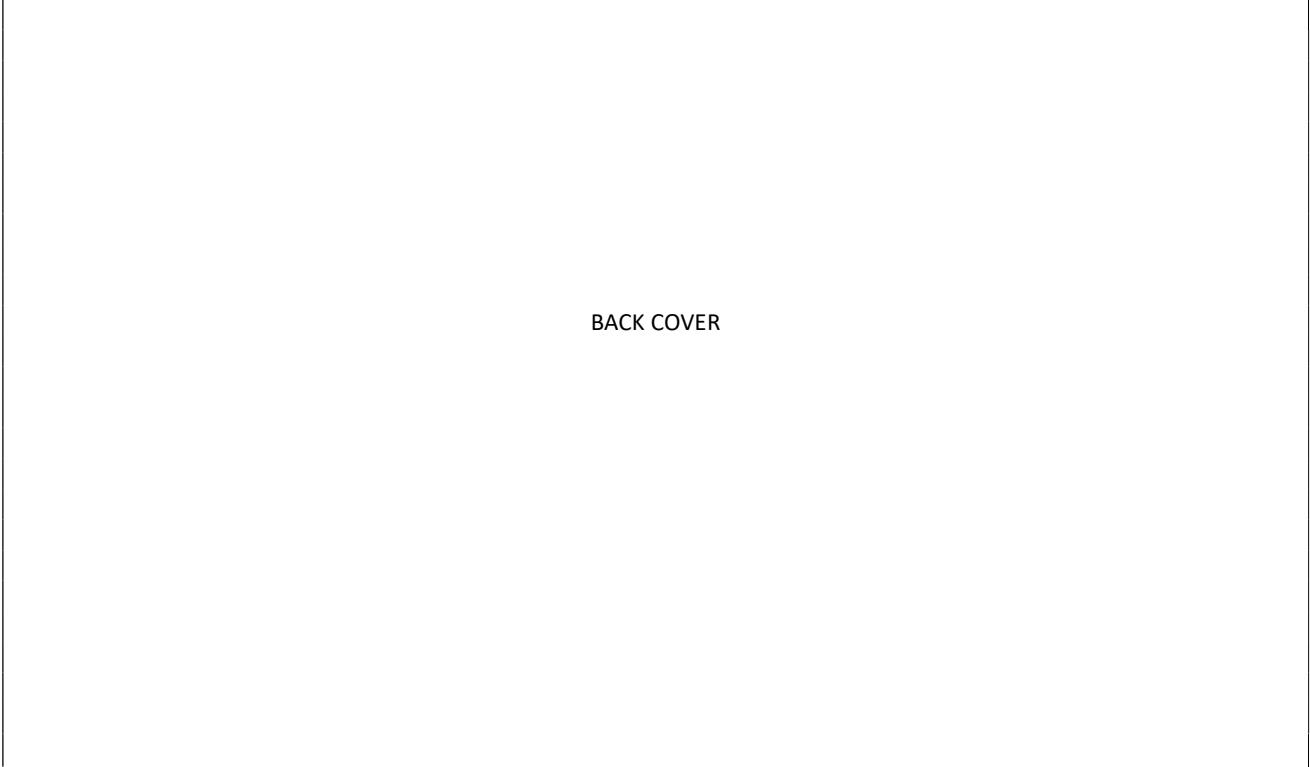
I/We hereby declare and state that I/We have agreed and understood the price list shared by the Channel Partner. I/We further declare that I/we have not been promised any discount, credit note, commission/brokerage trespass or any other rate/price modulation technique whatsoever by aforesaid Channel Partner.

I/We hereby declare that the total sale consideration committed and informed by the Channel Partner towards the cost of the Apartment/Unit above, correlate with the cost mentioned in the application form and there is no change whatsoever. Further, I/We shall not hold the Developer liable for any financial agreement, which I/we might have entered or may enter into with the Channel Partner individually at any point of time. In the same regard, notwithstanding stated above, I/we hereby declare that I/we shall not hold Developer liable for any claim or benefit in future under any circumstances.

Thanking you,

(Applicant)

(Co-Applicant)



BACK COVER