



ASIA - PACIFIC RESIDENCY

APPLICATION cum REGISTRATION FORM

Project Name : _____

Site Address : _____

Applicant's Name : _____

Villa No. : _____

APPLICATION FORM

Date of Booking:
Customer Code No.:
Agent Code.:

To,
Asia-Pacific Residency
Sultanpur Road, Lucknow

Dear Sir,

I/We the Applicant (s) request/offer that I/we wish to apply for allotment of a residential villa comprised of a villa admeasuring _____ sq. ft. super built up area ("Said Villa") constructed / to be constructed on the plot bearing No/s. _____ ("Said Residential Plot" in the complex named as "Asia-Pacific Residency", Residential Plot and Said Villa are collectively referred to as "Said Residential Villa". Asia-Pacific Residency is being developed by Asia-Pacific Construction Private Limited (hereinafter referred to as "Developer").

I/We remit herewith a sum of Rs. _____ (Rupees) _____ only) drawn on Bank, vide Cheque / Demand Draft No. dated in favour of "Asia-Pacific Residency" payable at par as 'Application Money' [taxes extra].

Signature of the First Applicant : _____
Signature of the Joint /Second Applicant : _____

I/We are making this application with the full knowledge that the Developer will obtain all necessary approvals from the competent Authorities for the development of the Said Project. I/We have clearly understood that this application does not constitute an agreement for sale and I/We do not become entitled to the allotment of the said Residential villa not withstanding the fact that Developer may have issued a receipt in acknowledgment of the Application Money tendered with the application and encashed the same. I/We have clearly understood and agreed that this application form will be processed by Developer only after payment/realisation of Application Money of Rs. _____ (Rupees) _____ only) together with application form complete in all respects.



ASIA - PACIFIC RESIDENCY

--	--	--	--	--	--	--	--

Dear Sir,

I/We undersigned that a villa may be allotted to me/us as per the company terms and conditions which I/We have understood and shall abide by the same as stipulated by the company.

APPLICANT DETAIL

SOLE / FIRST APPLICANT

Mr. /Mrs. /Ms. : _____

S/o./ D/o / W/o : _____

Date of Birth :

--	--	--	--	--	--

 Nationality : _____

Residential Status : ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

If Others (Plz Specify) : _____

Passport No. / PIO Card No. : _____

Occupation : ☐ Employed ☐ Self-Employed ☐ Professional ☐ Others (Specify) _____

Profession : _____

Annual Income : _____

Income Tax Permanent Account Number _____

E-mail : _____ Mobile : _____

Present / Communication Address : _____

City : _____ State : _____ Pin : _____ Country : _____

Phone No. : _____ Fax : _____ Mobile No. : _____

Permanent Address : _____

City : _____ State : _____ Pin : _____ Country : _____

Phone No. : _____ Fax : _____ Mobile No. : _____

Office Address : _____

City : _____ State : _____ Pin : _____ Country : _____

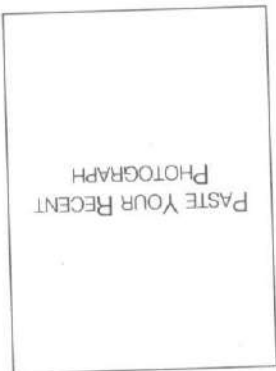
Phone No. : _____ Fax : _____ Mobile No. : _____

PASTE YOUR RECENT
PHOTOGRAPH

Sole/First Applicant Signature

JOINT / CO-APPLICANT / NOMINEE

Mrs. / Ms. : _____
Date of Birth :
Residential Status : ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin
Others (Plz Specify) : _____
Passport No. / PIO Card No. : _____



Occupation : ☐ Employed ☐ Self-Employed ☐ Professional ☐ Others (Specify) _____
Profession : _____
Annual Income : _____
Income Tax Permanent Account Number : _____
E-mail : _____
Present / Communication Address : _____

City : _____ State : _____ Pin : _____ Country : _____
Phone No. : _____
Fax : _____
Mobile No. : _____
Office Address : _____
City : _____ State : _____ Pin : _____ Country : _____
Phone No. : _____
Fax : _____
Mobile No. : _____

JOINT / Co-Applicant / Nominee Signature

FOR OFFICE USE ONLY

1) Applicants Details :

Sole / First Applicant

Mr./Mrs./Ms. : _____

Joint / Co-Applciant / Nominee

Mr./Mrs./Ms. : _____

2) Detail of Unit Applied For :

Project Name : _____

Villa No. _____

Total Sale Price (TSP) Rs. _____

3) Payment Plan : DOWN PAYMENT []

FLEXI []

* I/We have booked the villa through _____

4) Amount Payable :

Total Sale Price Rs. _____

PLC (Preferential Location Charges) for Corner /Park /Road - _____

Power Back-Up Charges (5KVA) - NIL

Covered Car Parking (One Parking) - _____

Open Car Parking - None Allotted

Lease Rent - NIL

External & Internal Development Charges - NIL

External Electrification Charges - NIL

Fire Fighting Charges - NIL

Signature of Applicant/s _____

5) Charges Payable at the time of Possession :

IFMS (Transferable) : Rs. _____ Per Sq. Ft. x

(Super Area)

Rs. _____

Dual Meter Charges :

Rs. _____

Extra Power Back-Up : _____ KVA @ Rs. _____ per KVA

Rs. _____

Total Rs. _____

PAYMENT OF APPLICATION AMOUNT

I/We remit herewith a sum of Rs. _____ Rupees

_____ by Cash /Bank Draft /Cheque No. _____ dated _____

Drawn on _____ bank payable at Delhi / Noida as

earnest money. I/We hereby agree to pay further installment of sale price as stipulated / called for by the company.

Sole/First Applicant Signature

Joint/ Co-Applciant/Nominee Signature

Signature of Marketing Executive

Authorised S

DECLARATION

1. I/We hereby solemnly declare that all the foregoing facts are true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform Developer of any future changes related to the information and details shown in this Application Form.
2. I/We hereby also declare that I/we have read and understood the terms and conditions and all other information/conditions stated in the accompanying GENERAL TERMS & CONDITIONS including consideration of the Said Residential Unit and price and Payment Schedules and agree to abide by the same, which may be modified or amended by Developer.
3. I/We hereby declare that and confirm that I am/We are a Non Resident Indian/Person of Indian Origin and I/We shall comply with all the statutory compliances as required from time to time under applicable laws/rules and Developer shall not be liable for the same in any manner whatsoever. We shall keep Developer informed about any change in the above status.

Signature of the First Applicant : _____

Signature of the Joint/Second Applicant : _____

Date : _____

Place : _____

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM :

Application Money via Demand Draft/Cheque

For Residents of India

- Copy of PAN card.
- Address Proof.
- Photographs of all applicants.

Partnership Firm

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- Proof of Registered Office.
- In case of the partners has signed the documents, an authority letter from all the other partners authorizing the said person to act on behalf of the 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.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company.

Hindu Undivided Family (HUF)

- Copy of PAN card of HUF.
- Address Proof.
- Authority letter from all coparceners / Members of HUF authorizing the Karta to act on behalf of HUF.

NRI/Foreign National of India Origin

- Copy of the individual's 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 applicant.
- In case of a 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.

TERMS & CONDITIONS

- 1) The right of the Applicant/Allottee shall be restricted to the allotment of villa in Group Housing Complex on the terms and conditions hereinafter mentioned. For sake of convenience flat/villas/shops/office may be referred to as flat or villa.
- 2) All terms & conditions of the lease deeds of the above Group Housing Plot executed in favour of the Developer by LDA shall be applicable to the Applicant/Allottee.
- 3) The building plans of Group Housing Plot has been sanctioned by the LDA approved villa. The Complex will have villas of different sizes.
- 4) The Applicant/Allottee has fully satisfied himself of the specification to the project and villas.
- 5) The Developer has already constructed and complete in time villas on the said Project and also has right to allot different flats in the said Complex.
- 6) Villa shall be sold as an independent Villa with impartible and eapable construction with approved of LDA proportionate share in the land underneath the building. Allottee permitted to construct anything on the terrace.
- 7) That the area mentioned in the brochure, map or any other document is super area of the villa, Super area is calculated by adding the villa.
- 8) That the instalments in respect of payment of flat/villa will be due at the intervals, as per prescribed payment plans. In case payment is not received within stipulated period specified in the payment plan or the Allottee/Applicant is in breach of the terms and conditions of allotment, the allotment will be cancelled and 10% of the Total Sale Price of the flat will be forfeited and balance amount, if any, shall be refunded without any interest after deducting the delayed payment interest or penalty on the installment. Any of the notice shall be sent to the address of the First Applicant only.
- 9) If the booking for any reason is withdrawn/cancelled by the applicant/allottee, then 10% of the Total Sale Price of Flat will be forfeited and balance amount, if any, will be refunded without any interest after deducting late payment interest or penalty on installment.
- 10) The schedule of instalments under Payment Plan shall be final and binding on the Allottee. Timely payment of installment is the essence of the allotment. In exceptional circumstances, the Developer may, in its sole discretion condone the delay in payment by charging interest @ 24% per annum.
- 11) For any alteration/modification resulting within $\pm 5\%$ in the super area of the Flat, there will be no extra charge/claim by the Developer/Allottee. However, where the changes are more than $\pm 5\%$, the cost of the villa shall be enhanced/reduced accordingly for area increase/decrease beyond the permissible limit of $\pm 5\%$.
- 12) After handing of the villa, possession intimation letter shall be sent to the applicant/allottee and the Allottee shall within 30 days of the possession intimation letter shall inspect the villa for any of the unattended work and take physical possession after executing the Allotment Letter of the flat. No complaint regarding any unattended work shall be taken up or entertained after one month of possession intimation letter. The Developer shall not be responsible for wearing and tearing in the flat after possession date (30 days from possession intimation letter) even if the same is happening due to seepage in the flat or in adjoining flat and if the same is not reported within 48 hours of such incidence. Sale deed of the villa shall be executed only after full payment of the flat and other charges. In case the applicant/allottee does not take possession of the villa, he shall continue to be liable to pay the common area maintenance charge and minimum power backup charges and minimum meter charges.
- 13) Allottee has to mention the Power back up kva in the application form. No request for extra/additional power back-up shall be entertained at later stage or at the time of possession.
- 14) Possession of Villa shall be handed over to the Allottee as mentioned in the builder buyer agreement. In case of delay in possession beyond the grace period, delayed possession charges shall be paid which shall be inclusive of all kinds of claim/damages of the Allottee. In no case any further claim for the delayed possession will be entertained. Delayed possession charges shall be adjusted in the outstanding payment to be made to the Developer/ Company at the time of possession.
- 15) Any request from the Allottee for any change in specification of the Villa will not be entertained.
- 16) After taking possession of Villa the Allottee shall have no claim against the Developer as regards quality of work, material, pending installation, area of Flat or any other ground whatsoever.
- 17) All taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the Allottee from the date of possession or deemed dated of possession.
- 18) The Allottee will pay Transferrable Interest Free Maintenance Security Deposit (IFMS) as mentioned in the application/booking form before taking possession of the flat IFMS shall be transferred to the Maintenance Agency/RWA, after adjusting any unpaid charges/dues. 24)
- 19) The rate for common area maintenance charges and Fixed Charges (payable in case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the Allottee to the Developer/company.
- 20) Any type of encroachment/construction in the Complex including roads, lobbies, roof etc. will not be allowed.
- 21) Cost of Stamp Duty for registration of the Sale deed/Registry & Seniator, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the Allottee.

- 22) The Allottee shall name a nominee in the agreement or in any other communication, who will be responsible to administer the interest of Allottee in the flat in case of death of the Allottee.
- 23) Allottee shall abide by all laws, rules and regulations of the LDA of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Developer) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The Flat shall be used for the purpose for which it is allotted.
- 24) Allottee shall not cause nuisance to the other Allottee and shall not use his flat in a manner that may cause inconvenience to the Allottee of other flats or to crowd/encroach the passages or to use it for any illegal purpose.
- 25) The maintenance agency shall not be responsible for restoring any additional fittings installed in the Villa or pay Cost for the damage of such fittings while carrying out any maintenance work, provided the same has not been damaged due to sheer/willful negligence of the maintenance agency. In case of such installed fitting, the Allottee shall have to carry the necessary repairs himself and at his own expenses for any maintenance work needed for his own flat or flat of others.
- 26) While installation of additional fitting by the Allottee in his flat, any damage is caused to others flat, such damage shall be repaired by the Allottee at his own cost and in case of neglect, the maintenance agency shall carry the necessary repairs and recover the cost from the Allottee, who has created such damage.
- 27) The Allottee will be responsible for any damage to any equipment in the complex e.g., motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act and shall pay for such damages to the affected person/party.
- 28) After Possession, the Allottee through the RWA shall insure the building at his own cost against the fire, earthquake etc. The Developer after handing over the possession of a particular Flat shall in no way be responsible for insuring the building against fire, earthquake or any natural calamity. After possession the Allottee through Villa shall obtain the regular certificates of Fire Safety and other applicable certificates for safe habitation in the building.
- 29) That Developer shall get single point electric connection for the complex from concerned electricity distribution agency that will be distributed through separate meters to the Allottee through prepaid system. Carbon Credit Benefit arisen, if any, in the complex can be redeemed by the Developer till the possession of the entire complex is handed over to the RWA.
- 30) The Allottee shall abide by all the terms & conditions and specifications laid down by the Developer in the Villa Buyer Agreement.
- 31) Until a Sale lease deed is executed & registered, the Developer shall continue to be the owner of the Villa and also the construction thereon and this allotment shall not give the Allottee any rights/title or interest therein.
- 32) Allottee after taking possession or upon deemed possession of the Villa or any time thereafter, shall have no objection to the Developer constructing or continuing with the construction of the remaining structures or other buildings adjoining the flat sold to him.
- 33) Allottee shall get his complete address and contact number registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by registered A/D letter about subsequent change, if any, failing which all demand letters/notices and letters posted at the registered address will be deemed to have been received by him at the time when those should primarily reach and the Allottee shall be responsible for any default.
- 34) In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said flat, the same shall be referred to the sole arbitration of a person to be appointed by the 'Developer' and the Allottee shall have no objection to this appointment. Decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall always be held in the city of LKO, India The High LKO and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.
- 35) The NRI Allottee shall observe of the provision of the Foreign Exchange Management Act 1999 and any other law as may be applicable on them.
- 36) The Allottee shall sign and accept the payment plan attached/annexed with the application form as a token of his acceptance to adhere the plan.
- I/We have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same.

Sole/First Applicant Signature

Joint /Co-Applicant/Nominee Signature

Place :

Date :

Name of account holder:

Bank account number:

Bank name:

Branch location:

City:

MICR Code:

IFSC Code:



ACKNOWLEDGEMENT SLIP

Application No. _____

Name of Sole / First Applicant _____

Project Name _____

Villa No. _____

Super Area _____

Demand Draft / Pay Order / Cheque No. _____
Dated _____ / _____ / _____

Drawn _____
Bank _____

_____ branch.

Date: _____ / _____ / _____

(Auth. Sign.)