

RERA NO.: UPRERAPRJ_____

WEBSITE: WWW.UP-RERA.IN



mirabilis

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Application Form

CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH THE APPLICATION FORM

1. RESIDENT OF INDIA

- ☐ Copy of PAN
- ☐ Passport size photographs
- ☐ Identity proof
- ☐ Residence address proof

2. NRI/Foreign National of Indian Origin

- ☐ Copy of 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 cheque all payment should be received from the NRE/ NRO/ FCNR account of the customer only or foreign exchange remittance from aboard and not from the account of any third party.
- ☐ Copy of proof of Indian origin (PIO/OCI card copy)

3. Partnership Firm

- ☐ Copy of PAN card of the Partnership Firm
- ☐ Copy of partnership deed.
- ☐ In case of one of the partner signing the application form and other documents on behalf of other Partners/Firm an authority letter from other partner(s) authorizing the said person to act on behalf of the firm.

4. Private/Public Limited Company

- ☐ Copy of PAN card of the Company
- ☐ Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary/Director of the company.
- ☐ Board resolution authorizing the signatory of the Application Form to buy property, on behalf of the company

5. Hindu Undivided Family

- ☐ Copy of PAN card of HUF
- ☐ Residence address proof of HUF/Karta

* If the first applicant is minor, proof of age and address of the guardian to be provided.

* All copies of documents should be self attested.

Verified by

APPLICATION FORM

“MIRAABILIS”

To
RHomes Miraabilis LLP
(“Promoter”/“Developer”)
81, First Floor, Poorvi Marg, Vasant Vihar ,
New Delhi-110057

The group housing real estate project
named as “**MIRAABILIS**” hereinafter as
“**GHRE Project**” or “**Project**”

UPRERA REGISTRATION NO:

Dear Sir,

I/We, (hereinafter called “**Applicant**”), after fully satisfying myself /ourselves in respect to the final layout plan, sanctioned plan, specifications and approvals for the Project as approved by the competent Authorities and about the status/right/title/interest of the Promoter over the land on which the Apartment / Building is being developed / constructed is/are applying for the booking of this Apartment.

/We, remit herewith a sum of Rs Rupees
.....only) by RTGS/Bank Draft /Cheque No Dated drawn on
“**Rhomes Miraabilis LLP Col A/C Miraabilis - 50200104721836**” as the booking amount*
for the provisional allotment of the Apartment.

* Please note that 10% of total price of Apartment shall constitute Booking amount.

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.
S/W/D of
Date of Birth Marital Status
Occupation..... Nationality
Income Tax PAN No.

Residential Status:

[] Resident of India [] Non – Resident [] Foreign National of Indian Origin

Residence Address

Permanent Address

Office Address

Telephone Residential Telephone Office

Mobile No Email Id

Passport No Aadhaar Number

Signature of First Applicant

Signature of Co- Applicant(s)

2. SECOND APPLICANT

Mr./Mrs./Ms.

S/W/D of

Date of Birth Marital Status

Occupation..... Nationality

Income Tax PAN No.

Residential Status:

[] Resident of India [] Non – Resident [] Foreign National of Indian Origin

Residential/Permanent Address

Office Address

Telephone Residential Telephone Office

Mobile No Email Id

Passport No Aadhar Number

Relationship with First Applicant

3. THIRD APPLICANT

Mr./Mrs./Ms.

S/W/D of

Date of Birth Marital Status

Occupation..... Nationality

Income Tax PAN No.

Residential Status:

[] Resident of India [] Non – Resident [] Foreign National of Indian Origin

Residential/Permanent Address

Office Address

Telephone Residential Telephone Office

Mobile No Email Id

Passport No Aadhar Number

Signature of First Applicant

Signature of Co- Applicant(s)

Relationship with First Applicant

4. IN THE NAME OF PARTNERSHIP FIRM/COMPANY/LLP

M/s, a Partnership Firm duly registered under the Indian Partnership Act 1932, having its registered office At.....

..... through its Partner Shri/Smt.

S/D/W/o Shri/Smt..... authorized vide the authority letter dated (Copy of the authority letter signed by all Partners required).

Income Tax PANTelephone Office

Mobile No Email Id

Registration No.

OR

M/s, a Company duly registered under the Companies Act' 1956/Companies Act' 2013, having CIN having its registered office at

..... through authorised signatory Shri/Smt.....

S/D/W/o Shri/Smt..... having Aadhar No.being the duly authorized signatory vide the Board Resolution dated (certified true copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

Income Tax PANTelephone Office

Mobile No Email Id

Registration No.

OR

M/s, a Limited Liability Partnership Firm duly registered under the Limited Liability Partnership Act' 2008, having LLPIN

.....having its registered office at

..... through its Designated Partner Shri/Smt.....

Signature of First Applicant

Signature of Co- Applicant(s)

S/D/W/o Shri/Smt..... having Aadhaar No. being the duly authorized signatory vide the Resolution passed in the meeting of the Partners of the LLP dated (Copy of the authority letter signed by all Partners required)).

Income Tax PANTelephone Office

Mobile No Email Id

Registration No.....

5. FOR HINDU UNDIVIDED FAMILY (HUF)

Shri/Smt.....

S/D/W/o.....

having Aadhar No. for self and as and as Karta of the Hindu Joint Mitakshara Family Known asHUF having place of business/resident of

Income Tax PANTelephone

Mobile No Email Id

Registration No.

6. ADDRESS FOR CORRESPONDENCE:

.....

7. COLLECTION AMOUNT (RTGS/NEFT DETAILS):

- BENEFICIARY ACCOUNT NAME : Rhomes Miraabilis LLP Col A/C Miraabilis
- ACCOUNT NUMBER : 50200104721836
- IFSC CODE : HDFC0000422
- BANK NAME & BRANCH : HDFC BANK, VAISHALI, GHAZIABAD

8. EARNEST MONEY: 10% of the total cost of the Apartment/Unit.

9. DETAILS OF THE APPLICATION MONEY:

Rs.

Cheque No./DD No./RTGS No.

Date

10. PROVISIONAL APARTMENT NO.

Note: The Project adopts and implements a practice wherein the 13th floor is designated and marked as the 14th floor across all blocks. Following this pattern, subsequent floors are designated and marked accordingly.

Signature of First Applicant

Signature of Co- Applicant(s)

Mobile No WhatsApp No
Email Id Registration No.....

5. FOR HINDU UNDIVIDED FAMILY (HUF)

Shri/Smt.....S/D/W/o.....
..... having Aadhaar No. for self and as and
as Karta of the Hindu Joint Mitakshara Family Known as
.....HUF having place of business/ resident of
.....
Income Tax PANTelephone Office
Mobile No WhatsApp No
Email IdRegistration No.

6. ADDRESS FOR CORRESPONDENCE:
.....
.....

7. RTGS/NEFT DETAILS:

- Beneficiary Name:
- Bank Name:.....
- Branch Address:.....
- Account Number:
- IFSC Code:

8. EARNEST MONEY: 10% of the Total Price of the Apartment/Unit.

9. DETAILS OF THE APPLICATION MONEY:

Rs.
Cheque No./DD No./RTGS No.
Date

10. PROVISIONAL APARTMENT NO.

Note: The Project adopts and implements a practice wherein the 13th floor is designated and marked as the 14th floor across all blocks. Following this pattern, subsequent floors are designated and marked accordingly.

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11. CARPET AREA IN SQ.MT. / (SQ. FT.) AS PER RERA.

SUPER AREA/TOTAL AREA IN SQ.MT. / (SQ. FT.)
(wherein 1 Sq. Mtr. = 10.764 Sq. Ft.)

12. OPEN AREA/ TERRACE AREA IN SQ.MT. / (SQ. FT.) (IF ANY) -

**13. Total Price for the Apartment based on the Carpet Area is Rs. _____ (Rupees
_____ only) ("Total Price").**

The breakup of total price is stated herein below:

		<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
<i>Sno</i>	<i>Particulars</i>	<i>Amount in Rs.</i>	<i>Applicable GST Rate</i>	<i>Amount of GST</i>	<i>Total Amount incl. GST</i>
<i>1</i>	<i>Cost of Apartment</i>				
<i>2</i>	<i>Add: Charges for providing Maintenance services for one year.</i>				
	TOTAL PRICE OF THE APARTMENT				

(Rupees in words)

Explanation:

- The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment.
- 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 Apartment to the Allottee and the project to the association of Allottees or the competent authority, as the case may be after obtaining the completion certificate / part completion certificate for the Building Provided that in case there is any change/modification in taxes/ GST rate, the

Signature of First Applicant

Signature of Co-Applicant(s)

subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification.

c) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee 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.

d) Presently the Goods and Services Tax (GST) in respect of sale of under construction Apartment 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%.

e) The total price of the Apartment includes:

(i) The cost to provide and maintain essential service in the project for one year from the date of completion certificate of the Project. This is to clarify that Allottee is required to pay aforesaid maintenance charges only at the time of giving offer for possession of Apartment by the Promoter.

(ii) Car Parking Spaces: _____ Nos; Type : _____

(iii) Power Backup (_____ KVA); (KVA in Words _____

14. Head of Expenses not Included in Total Price:-

It is hereby clarified and understood by the Allottee that Total Price of the Apartment as stated in clause no. 13 above does not includes the following:-

a. Charges payable by the Allottee at the time of giving offer for possession of Apartment by the Promoter.

- i. Interest Bearing Maintenance Security deposit (IBMS) @ Rs ____ (in words Rs. _____) to the Promoter/ Maintenance agency as the case may be. This IBMS shall be on one time basis and non-refundable but transferrable.
- ii. One Time Club Membership fee Rs. _____ to be paid by the allottee, this membership fee on one time basis and non-refundable but transferrable.
- iii. 12 (Twelve) months advance club and recreational facility usages charges.
- iv. Water Sewer line or other charges as required to be paid/payable by the Promoter to the Government authorities on proportionate/ pro rata basis.
- v. PVVNL Electricity Connection and other charges as required to be paid/ payable by the Promoter to the Government authorities, on proportionate/pro basis.
- vi. 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.
- vii. DTH(Direct to Home) and FTTH (Fibre to Home) cost payable by promoter to the provider company in the project has to be paid on the pro rate basis.

Signature of First Applicant

Signature of Co-Applicant(s)

viii. EV Chargers, in case the allottee opt for EV charger, any cost for installation, maintenance thereof will be born by the allottee on the prorated basis.

b. The Allottees hereby agree that in case of any amendment under the Electricity or other applicable local laws, it becomes necessary to install separate electricity meter for individual

Apartment, Allottee agrees to pay entire cost of the electricity meter and its installation charges, entire cabling, security deposit etc. on actual basis to the Electricity Department / concerned authority or to the Promoter (as the case may be)

c. All legal charges, i.e., stamp duty, legal expenses etc., for execution and registration of Agreement for sale to be executed and further conveyance deed to be executed, shall be borne and payable by the Allottee. The Allottee shall get these documents registered within stipulated time as conveyed by the Promoter.

d. If the Government or any other authority under law demands/levies any additional fees, taxes, charges, by whatever name called regarding to Project / Apartment including development charges for roads, power, infrastructure facilities in the area.

Applicable cost of availing any Optional Facilities such as Internet facilities etc. by Allottee (as stated in clause no. 15)

15. Optional Facilities in the Project:

(i) The Promoter may propose to provide facilities of, Internet connection or Wi Fi or any other facility in this Project by the concerned independent supplier /vender for benefit or convenience of the residents of the Project.

(ii) It is hereby agreed and understood by the Allottee that facilities as stated in above para are optional facilities and are not to be construed as part of the standard specifications/ legal offering at all. The Allottee, 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.

16. Payment plan opted: [A] Construction Link Plan

[B] Flexi Plan

The Promoter shall periodically intimate in writing (through Registered Post/Email/Courier) to the Allottee, the amount payable as stated in this Application form or Agreement for Sale and the Allottee shall make payment demanded by the Promoter within time and in the manner specified in the Payment Plan. In addition, the Promoter shall provide to the Allottee the details of the taxes, charges, fees, levies etc., paid or demanded along with the acts/rules/notifications together with dates from which such taxes, charges, fees, levies etc. have been imposed or become effective. Also, it will be responsibility of the Allottee to deduct and deposit applicable TDS from every payment.

Signature of First Applicant

Signature of Co-Applicant(s)

17. Payments to be made by A/c Payee Cheque(s), Demand Draft(s)/ RTGS Transfers in RERA Account - “**Rhodes Miraabilis Collection Account 50200104721836**” - payable at Delhi/Noida/Ghaziabad. A/c payee Cheque should be payable at Delhi at par.

18. If the above named Applicant (s) makes the payment directly to Promoter/Developer’s account then such payment shall be considered to be received only after the Promoter/Developer issues a receipt for such payment to such Applicant(s).

19. SPECIFICATIONS (CHOOSE ANY ONE) (Refer Annexure “A”)

☐ COLD SHELL

☐ WARM SHELL

(Cold shell is a bare shell unfurnished unit, whereas the warm shell unit is according to the finished specifications offered by promoter, refer Annexure “A” for detailed information)

20. BOOKED BY:

☐ **DIRECT SALES**

☐ **CHANNEL PARTNER/BROKER**

Name of Sales Representative

Name of Channel Partner/Broker

Employee Code _____

RERA Reg.No._ _____

21. ALL RULES & REGULATIONS OF RERA SHALL BE APPLICABLE.

Signature of First Applicant

Signature of Co-Applicant(s)

GENERAL TERMS AND CONDITIONS AS PART TO THIS APPLICATION FORM

The Applicant(s) acknowledges, understand, accepts, agrees and confirms that:-

1. The Project is named and styled as "Miraabilis" and the Promoter/Developer has registered the Project with the UPRERA under the provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder for the state of Uttar Pradesh. The RERA Registration no. for the Project is _____ & for detailed information & any references the website link is <https://www.up-rera.in/projects>.

2. Definitions

"Super Area/Total Area" means the Carpet Area plus Verandah/Balcony Area and the proportionate Common Area.

Note: For the purpose of clarity, Common area maintenance charges and other facility charges are taken and calculated on the Super Area/Total Area which includes Carpet Area plus Verandah/Balcony Area and proportionate share in the Common Area.

"Carpet Area" means "the net usable floor area of an unit/apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit/apartment".

"Common Area" means:

- a. The entire land for the GHRE project.
- b. The staircases, lifts and lift lobbies, fire escapes, and common entrances and exits of buildings;
- c. The common basements, terraces, parks, playground, open parking areas and common storage spaces.
- d. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
- e. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
- f. The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- g. All community facilities as provided in the GHRE Project;

Signature of First Applicant

Signature of Co-Applicant(s)

Explanation: - Community shall include only those facilities which are integral part of the GHRE Project and have been provided as common areas in the GHRE project. Whereas the **CLUB** and other Commercial/leasable areas shall remain explicitly extraneous, unrelated and excluded.

- h. All other portion of the GHRE project necessary or convenient for its maintenance, safety, etc., and in common facilities/use areas which are integral and essential part of the residential community as has been described in

“Maintenance Charges” means the monthly charges payable by the each allottee/occupant of the apartments/units within the GHRE Project to the Promoter and/or its nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the GHRE Project.

3. The Applicant(s) has/have fully understood the development scheme as envisaged by the Promoter/Developer. The Applicant(s) is applying for allotment of the apartment/Unit in the GHRE Project proposed to be developed by Promoter/Developer with full knowledge of all the laws/notifications and rules applicable to the GHRE Project being located at Ghaziabad, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Promoter/Developer in the lands forming the integral part of the GHRE Project and has understood all limitations and obligations of Promoter/Developer in respect thereof.
4. The Promoter/Developer has provided all information, clarifications and documents in relation to the said GHRE Project. The Applicant(s) further acknowledges that he/she/it has seen all documents / papers in relation to the GHRE Project including but not limited to the title documents, building plans, sanctions, approvals etc. obtained from the competent authorities i.e., GDA and UPRERA and the present Application has been made after being fully satisfied about the rights, title and interest possessed by Promoter/Developer over the Project land on which the GHRE Project is being developed.
5. That the Applicant(s) rights, title and interest in the Apartment/Unit to be allotted in the Project shall be governed by the Applicable Laws and this shall also be specified under the **Agreement For Sale** (also known as **“Builder Buyer Agreement”**). The Applicant(s) shall have all rights and entitlements in respect to the Apartment/Unit; along with right to use the common areas and facilities (other than those reserved / restricted for any other owner/right-holder at the GHRE Project or otherwise intended to be transferred by the Promoter/Developer to third parties as permitted under Applicable Laws).
6. Notwithstanding the fact that the Promoter/Developer may have issued an acknowledgement of having received application amount/Earnest money, the Applicant(s) would not, in any eventuality whatsoever, become entitled or can claim any right of allotment of the said Apartment/Unit unless it is confirmed by the Promoter/Developer in writing including issuance of **Allotment Letter** and execution of **Builder Buyer Agreement and Conveyance Deed** at an appropriate stage.
7. Several services of the residential units/apartments in the GHRE Project, are integrated. Such services include electric, plumbing, water, fire services, power back-up, sewer and other related facilities. The Applicant(s) hereby confirms and accepts that the

Signature of First Applicant

Signature of Co-Applicant(s)

Applicant(s) shall not raise any objection on the usage of these facilities by the owner(s)/allottees of the GHRE Project.

3. The GHRE Project consists of multiple towers that will be constructed, with the acquisition of the relevant part completion certificate/part occupancy certificate or final completion certificate/final occupancy certificate, deemed completion/deemed occupation for each tower. The final common areas, community building, landscape, Club Facilities viz. gym, swimming pool, recreational facilities, longues etc facilities will only be handed over after the completion of all the towers. The Applicant(s) and/or RWA/AOA shall be liable to pay the entire applicable / leviable maintenance charges and shall not be entitled to withhold or reduce the maintenance charges during the progression of such work.
4. The CLUB shall not constitute part of the Common Area. These designated areas shall consistently and always remain independent and under the ownership of the Promoter/Developer, as also specified under the Deed of Declaration as per Section 12 of The Uttar Pradesh Apartment (Promotion of construction, Ownership & Maintenance) Act, 2010 and the Promoter/Developer retains the freedom to retain or transfer the ownership of such areas to any other party.
5. The Total Price is escalation-free in normal circumstances, save and except increases, levies/cess/tax imposed by any local /Statutory / Governmental Authority and the Applicant(s) shall be liable, without raising any objection in this regard for paying any charges by the Government on a pro-rata basis. Additionally, any demand and/or imposition, retrospectively or prospectively, including but not limited to freehold charges, metro cess, Ganga water tax, or trade tax, property tax, house tax, sewer tax, additional levies, rates, taxes, charges, cess, fees, and/or interest thereon arising out of any order/notification/circular/advisory or direction issued by the Central Government, State Government, GDA, or any other Statutory or other local authority(ies), department, or by the Hon'ble Supreme Court or any other court or judicial authority shall also be payable by the Applicant(s) proportionately as per such order/notification/circular/advisory or direction. The Applicant(s) is required to make these payments without objection or delay. In case any such demand of service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are already paid by the Promoter/Developer, the proportionate amount thereof will be payable and be paid by the Applicant(s) to the Promoter/Developer and any default by the Applicant(s) in making such payment in time would constitute a lien upon the said Apartment/Unit. The Promoter/Developer undertakes and agrees that while raising a demand on the Applicant(s) for increase in development charges, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant(s), which shall be payable along with subsequent demands and Applicant(s) shall make payment of the same without any demur and shall not raise any objection for the same.

Provided that if there is any new imposition or any increase of any development fee after the expiry of the schedule date of completion of the GHRE Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said GHRE Project by the authority, as per the act, the same shall not be charged from the Applicant(s).

Signature of First Applicant

Signature of Co-Applicant(s)

6. There exists no assurance of appreciation in the value of the allotted said Apartment/Unit in the future and that the said Apartment/Unit's future valuation is subject to market dynamics and fluctuations in line with the market sentiment, without any definite commitment to future appreciation. As such any depreciation in the future value of the Said Apartment/Unit/property will not result in the Promoter/Developer being held responsible or liable to compensate the Applicant(s)
7. The Applicant(s) and/or the RWA/AOA are strictly prohibited from making any alterations, modifications, or changes to the exterior elevation of the GHRE Project and/or the Group Housing Real Estate Project. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the GHRE Project and building/towers contained therein.
8. In the event of the Promoter/Developer agreeing to allot the Apartment/Unit to the Applicant(s), the Applicant(s) agrees and incontestably undertakes to pay further instalments of the Total Price and all other dues strictly in adherence and as stipulated in the Application/Payment Plans, failing which the application/ allotment shall be treated as cancelled and Application Money or Earnest Money (whichever is higher) paid by me/us shall stand forfeited in favour of the Promoter/Developer.
9. In case the Applicant(s) decide not to continue with the booking and the same is communicated in writing to the Promoter/Developer within 30 days of signing of this Application Form then the amount paid by the Applicant(s) against the provisional Apartment/Unit shall be refunded without any deduction. In case the Applicant(s) decide not to continue with the booking and the same is communicated in writing to the Company after 30 days of signing of this Application Form then the Company shall be entitled to deduct the Earnest Money paid by the Applicant and taxes deposited with the government. After this deduction, balance amount (if any) will be refunded to the Applicant(s).
10. Any dispute with regard to this application or allotment shall be subject to arbitration by a sole arbitrator appointed mutually by Applicant(s) and Promoter/Developer and venue and seat of Arbitration shall be Ghaziabad and language shall be English.
11. The Applicant(s) and/or the RWA/AOA shall not have right to and are hereby expressly prohibited from altering, modifying or changing the name of the GHRE Project.
12. The membership fee and the terms & conditions for use of any amenities within the GHRE Project such as CLUB shall be such as may be prescribed/ decided by the Promoter/Developer or its nominated agency from time to time and applicant(s) shall also strictly follow all the rules and it is clearly specified herein that amenities within the GHRE Project means amenities developed by the Promoter/Developer particularly for the GHRE Project. That the Applicant(s) also understands that by buying the Apartment/Unit with the Company, applicant(s) shall not get any right on the amenities/ facilities in the GHRE Project.
13. The Applicant(s) understands and acknowledges that a club facility is being developed within the GHRE Project premises, which shall be available for the use of residents of all the towers within the GHRE Project, subject to the payment of membership fees and the compliance with the terms & conditions as may be prescribed/ decided by the Promoter/Developer and/or its nominated agency from time to time.
14. The Promoter/Developer shall make provision for electronic vehicle chargers within the GHRE Project in accordance with the prevailing Green Building norms. However, the acquisition and installation, of EV chargers, the cost, operation and maintenance of

Signature of First Applicant

Signature of Co-Applicant(s)

the charging stations and points besides consumption thereof shall be the sole responsibility of the RWA/AOA and the residents of the GHRE Project.

15. The Applicant(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 1934 and rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to fulfil its obligations under the Applicable Laws. Any refund, transfer of security, shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
16. The Applicant(s) declares, agrees and confirms that the consideration/monies paid/payable by him/her/it under this Application is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations). The Applicant(s) further declares and authorizes the Promoter/Developer to give its personal information to any statutory authority as may be required from time to time. The Applicant(s) further affirm that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within the knowledge of the Applicant(s). The Applicant(s) further agrees and confirms that in case the Promoter/Developer becomes aware and/or in case the Company is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter/Developer shall, at its sole discretion, be entitled to cancel/terminate/reject this Application, pursuant to which, the Applicant(s) shall not have any right, title or interest in any project and/or the unit/apartment neither have any claim/demand against the Promoter/Developer, which the Applicant(s) hereby unequivocally agrees and confirms.
17. The Applicant(s) is fully satisfied with the total price of the Apartment/Unit and has agreed to pay all the payments /amounts as per the agreed / applicable payment plan. The Applicant(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Promoter/Developer in accordance with the Payment Plan opted on or before the respective due dates. It is being clarified that the Promoter/Developer will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the Promoter/Developer, it is clearly clarified that these above mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well. As the **timely payment is the essence of the contract**, so any kind of delay in payment either on account of self- funding or due to delay in arrangement of loans from Banks/ NBFC's/Housing Finance Companies / or any other Financial Institution shall be the sole responsibility of the Applicant(s). Further the Applicant(s) is responsible to bear

Signature of First Applicant

Signature of Co-Applicant(s)

- and pay the delayed payment interest on the respective installment to the Promoter/Developer.
18. 10% of the Total Price of Apartment/Unit, shall be construed, considered and treated as “Earnest Money”, to ensure the performance, compliance and fulfilment of his/their obligations under this Application and later as per the Agreement For Sale i.e., Builder Buyer Agreement. The Earnest Money shall include Application Money as paid by the Applicant(s) under this present Application.
 19. The Applicant(s), undertakes to sign & execute the Agreement For Sale i.e., Builder Buyer Agreement after the complete payment of the Earnest Money i.e. 10% of the Total Price of the Apartment/Unit has been made. In case, the Applicant(s) opts for cancellation of booking before signing the Agreement For Sale i.e., Builder Buyer Agreement or fail to sign or execute the Agreement For Sale i.e., Builder Buyer Agreement even after receiving two notices of 15 days each from the Promoter/Developer, the Promoter/Developer, without prejudice to any other rights, shall be entitled to forfeit the entire Earnest Money along with the amount of tax deposited with the government.
 20. In case the Applicant(s) deposits a partial amount of the Earnest Money but fails to make the payment of the complete amount within 7 days, then the Promoter/Developer reserves the right to forfeit the amount of such partial payment after expiry of 30 days from the date of deposit of the partial amount and shall also be entitled to sell the Apartment/Unit to any other party. However, the Promoter/Developer may, at its discretion, allow continuation of the booking of the Apartment/Unit by the Applicant(s) upon payment of the required penalty and interest charges by the Applicant(s).
 21. If in case any of the cheques/Demand Drafts of the Applicant(s) gets bounced/dishonoured for any reason whatsoever, Promoter/Developer shall be fully entitled, at its sole discretion, to cancel the booking and to forfeit the Earnest Money along with the non-refundable taxes at its sole discretion.
 22. All outstanding amounts payable by any party under this transaction shall carry interest at the rate of 1% (one percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum.
 23. Any request for endorsement or transfer of booked unit/apartment will not be entertained by the Promoter/Developer before offer of possession is made to the Applicant(s).
 24. The Applicant(s) agrees and undertakes to pay all charges as demanded by the Promoter/Developer including the charges towards electricity, water and sewerage connection, electricity meter and water meter (if any), maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance within the Apartment/Unit) etc. as may be levied by Promoter/Developer or Unit /apartment / association of flat /apartment holders at the GHRE Project or by the maintenance agency / property manager appointed for the said purpose by the Promoter/Developer or AOA. The Applicant(s) acknowledges that the Promoter/Developer is entitled to charge advance maintenance charges for a period of 1 (one) year which will be calculated from the period starting from the expiry of three (3) months from the date of sending the Offer of Possession to the Applicant(s) or date of actual possession, whichever is earlier.
 25. The Promoter/Developer is absolutely free and competent to offer the possession of Apartment/Unit on the basis of Deemed Completion, as envisaged in The Uttar Pradesh

Signature of First Applicant

Signature of Co-Applicant(s)

Urban Planning and Development Act, 1973, The Uttar Pradesh Industrial Area Development Act, 1976 and the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010 and the bye-laws of the concerned development authority, which stipulates that in case the completion certificate/occupancy certificate is not issued by the prescribed sanctioning authority within 3 (three) months of receipt of the application for obtaining completion certificate/occupancy certificate and/or notice of completion, complete with all the required certificates and other documents required, it shall be deemed that the completion certificate/occupancy certificate has been granted after the expiry of 3 (three) months.

26. The Completion Time Period shall stand reasonably extended on account of (i) any force majeure events including but not limited to any pandemic, lockdown, natural disaster, ban on construction activities or any restrictions imposed by the National Green Tribunal or any other judicial/quasi-judicial/administrative or government authority such as GRAP measures, or any delay caused by the government authorities in granting approvals, affecting the regular development of the GHRE Project and/or (ii) reasons beyond the control of the Promoter/Developer and/or its agents and/or (iii) due to non-compliance on the part of the Applicant(s) including on account of any default in payment on the part of the Applicant(s). The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly be excluded from agreed possession date.
27. For the purposes of maintenance and management of the GHRE Project, the Promoter/Developer would be appointing a facility management company/entity, at its sole discretion without any reference to the Applicant(s) and other occupants of the GHRE Project on such terms and conditions as the Promoter/Developer may deem fit and the Applicant(s) agrees and consents to the same. The Applicant(s) acknowledges that the Promoter/Developer may also retain some portion /units/apartments in the GHRE Project which may be subject to different terms of use as may be permissible under law, and the Applicant(s) shall not raise any objections with respect to the same. The applicant(s) is also aware that some portion of the maintenance charges shall be transferred to Rhomes Miraabilis LLP or its nominated agency for maintenance of township.
28. In case of joint Applicant(s), all correspondence/communication shall be sent to the Applicant, whose name appears first and at the address or WhatsApp Number provided by the first named Applicant, which shall for all the purposes be considered as proper and due served on all the Applicant(s) and no separate communication shall be required to the other named Applicant(s). For any kind of change in the mailing communication address or WhatsApp numbers of the Applicant(s), the Applicant(s) shall inform the Promoter/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge. If the Applicant(s) fails to convey the updated details to the Promoter/Developer, all demands, notices etc. sent by the Promoter/Developer to the address or WhatsApp numbers already in the records of the Promoter/Developer shall be deemed to have been received by all the Applicant(s).
29. In the case of joint application for the Apartment/Unit, all payments/ refund to be made by the Promoter/Developer to the joint applicant(s) under the terms of the transaction documents which shall be valid discharge of all liabilities of the Promoter/Developer towards all such joint Applicants.

Signature of First Applicant

Signature of Co-Applicant(s)

30. The Applicant(s) has to compulsorily deduct the applicable tax deduction at source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter/Developer, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Applicant(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Applicant(s) fails to submit the TDS certificate to the Promoter/Developer on the TDS deducted within the stipulated timelines as per Income Tax Act, the Applicant(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961.
31. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to provisional application of the Apartment/Unit are made by non-resident(s)/foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter/Developer with such permission/approvals/no objections to enable the Promoter/Developer to fulfill its obligations under this Application and Agreement to For Sale i.e., Builder Buyer Agreement. Any implications arising out of any default by the Applicant(s) shall be the sole responsibility of the Applicant(s). The Promoter/Developer accepts no responsibility in this regard and the Applicant(s) shall keep the Promoter/Developer fully **indemnified** for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this Application Form, it shall be the sole responsibility of the Applicant(s) to inform the Promoter/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge. Failing which all demands, notices etc. sent by Promoter/Developer to the address or WhatsApp numbers already in the records of the Promoter/Developer shall be deemed to have been received by all the Applicant(s).
32. The Applicant(s) hereby confirms that he/she/it has fully made themselves aware acquainted, and thereafter accepted the payment plan adopted by him/her/it as also the implications thereof and he/she/it agrees to fully comply with it.
33. In the event of cancellation of the said Apartment/Unit by the Promoter/Developer, as a result of any default on the part of the Applicant(s) and/or if the Applicant(s) voluntarily cancels the unit, the Promoter/Developer, in addition to the deductions permissible under the application form and Agreement for Sale i.e., Builder Buyer Agreement, shall have the right to adjust/deduct the value of the benefits extended to the Applicant(s) under any scheme (in the form of free gifts/assured rental etc.) during the existence of the booking, before releasing the refund amount (if any), that the Applicant(s) may be entitled to receive.
34. The terms and conditions mentioned herein are indicative in nature. **The detailed terms and conditions contained in the Agreement For Sale i.e., Builder Buyer Agreement** shall follow this Application which will essentially govern the contract between parties thereafter.
35. The Applicant(s) shall sign all the pages of this Application in token of his acceptance of the same. The Applicant(s) agree(s) that the Application once made will be final and changes (if any) can be made only subject to the discretion of the Promoter/Developer.

Signature of First Applicant

Signature of Co-Applicant(s)

The Applicant(s) herein declares that the above terms and conditions have been read and understood by him/her/it and the same are acceptable to him/her/them.

36. That Applicant(s) are fully aware that the Promoter/Developer has not authorized any person or entity or its **Authorised Real Estate Agent** to collect the payment on its behalf. All the payments against the Applicant(s) booking will be made only to the Promoter/Developer in RERA Bank Account. The Promoter/Developer shall not be responsible for payments made to any other party other than the Promoter/Developer.

CONFIRMATION & ACKNOWLEDGEMENT

I/ We have read and understood the contents and terms and conditions of this application form and the Annexures. I/We hereby agree, accept and undertake to abide by all the terms and conditions as stipulated in this application form.

Place.....

Date.....

Signature of First Applicant

Signature of Co-Applicant(s)

ANNEXURE “A” Specifications for Miraabilis

OPTION A: COLD SHELL	
FLOORING	All internal spaces in the apartment with bare concrete/IPS.
WALL/CEILING	All internal walls and ceilings within the apartment would be rough finished and unpainted.
EXTERIOR	Appropriate finish of exterior grade texture paint.
DOORS AND WINDOWS	Main door (veneer polished) and external doors and windows will be provided.
PLUMBING	Vertical stacks for water supply and drainage will be provided in the shafts with connecting points provided in the toilets/kitchen. Internal distribution of water supply and drainage will be done by the customer according to the internal layouts at his own cost.
ELECTRICAL	Only PVC conduits will be provided in the ceiling slabs up to drop points. No light points, Fixtures/switches will be provided.
SECURITY	CCTV in Common Area/Basement, Fire Fighting System with Sprinklers, Smoke Detectors.

Signature of First Applicant

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ANNEXURE “A” Specifications for Miraabilis

OPTION B: WARM SHELL SPECIFICATIONS	
WALL FINISH	INTERNAL: All internal walls of all the areas will be painted using Premium Emulsion Premium Quality Tiles In Toilets
FLOORING	ENTRANCE FOYER: Premium quality Imported Marble LIVING AREA / FAMILY LOUNGE: Premium quality Imported Marble DINING AREA: Premium quality Imported Marble CORRIDOR: Premium quality Imported Marble MASTER BEDROOM: Premium quality Imported Marble ALL OTHER BEDROOMS: Wooden Finish LVT flooring KITCHEN: Premium quality Imported Marble BALCONIES : Designer Anti-Skid Tiles TOILETS: Premium quality Imported Marble UTILITY AREA: Designer Anti-Skid Tiles
CEILING FINISH	Good quality designer false ceiling in POP and high-quality paint in all the areas.
DOORS AND WINDOWS	EXTRENAL: Aluminum Sliding openable Doors & Windows. INTERNAL: Designer Flush Doors in Polish / Duco paint fixed in Hardwood.
ELECTRICAL FIITTINGS	LIGHT FIXTURES: Technical Lights in all the Areas. EXTERNAL: Adequate Lighting in Common Areas.
WIRING AND SWITCHES	WIRING: Fire Resistant copper wiring in concealed PVC conduits. SWITCHES: Modular Switches & Sockets in adequate numbers. TVPOINTS: In Family Lounge & All Bedrooms. TEL. POINTS: In Living Area & Family Lounge, Dining Area and All Bedrooms.
SANITARY WORK	INTERNAL PIPING: Corrosion Free CPVC Pipes & Fittings. All Taps and Fittings from TOTO or Equivalent. BATH FITTINGS & WARE: Washbasins, Wall Mounted W/C and Bathtub From TOTO or Equivalent
RAILING	BALCONIES: Railing with Security Glass. STAIRCASE: Mild Steel.
WOODWORK	WARDROBE: In all Bedrooms. MODULAR CABINETS: In Kitchen.
KITCHEN	COUNTER: Kitchen Counter with Stainless Steel sink. Gas HOB, Chimney with Exhaust Pipe. WALL TILE: Designer Ceramic Tiles up to 2 ft. above working counter and Countertop Quartz
AIR CONDITIONING	VRV Acs: In living area/ Family Lounge, Dining Area, Kitchen and All bedrooms.
SECURITY	CCTV in Common Area/Basement, Fire Fighting System with Sprinklers, Smoke Detectors.

Signature of First Applicant

Signature of Co-Applicant(s)

RHOMES MIRAABILIS LLP

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