

APPLICATION FORM

APPLICANT NAME :.....

SHOP/UNIT Number :.....

FLOOR :.....

**APPLICATION FORM FOR BOOKING OF SHOP/UNIT IN
KARYAN CITYWALK (Project)**

SHOP No. FLOOR:

RERA REGISTRATION NO.

To,
**M/s KARYAN INFRATECH LLP
(Promoter of the Project)**

(A Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008,
Corporate Office at: A-27, THIRD FLOOR,
SECTOR-67, NOIDA, UP-201301.

Dear Sir,

I/We request to book above-mentioned Shop under Payment Plan.

I/We remit herewith a sum of Rs..... (Rupees.....only) By Bank
Draft/Cheque No. / UTR No. Dated Drawn on as
booking amount.

The applicant(s) have clearly understood that this application does not constitute an Agreement to Sale/Sale deed and the applicant(s) do not become entitled to the provisional and/or final allotment of an apartment/shop/unit notwithstanding the fact that the Promoter has issued a receipt in acknowledgement of the money tendered with this application.

The Applicant(s) acknowledges that the Promoter has provided all the information and clarifications as sought by the applicant(s), and satisfied with the same. The applicant have relied on own judgment and conducted inquiry before deciding to apply for purchase of the said apartment/shop/unit. The applicant(s) has neither relied upon nor is influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Promoter or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said project/said apartment/shop/unit. This application is complete and self-contained in all respects. No oral or any written representation or statements shall be considered constituting part of this application.

My/Our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr. /Mrs. /Ms.

S/W/D of.....

Date of Birth..... Profession/Service Nationality

Residential Status: Resident Non-Resident Foreign National of India Origin

Income Tax Permanent Account No.....

Aadhaar No.....

Permanent Address.

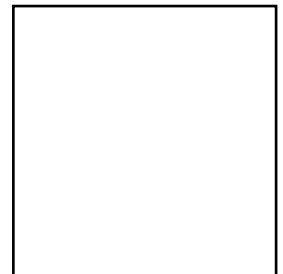
Correspondence Address.

..... Mobile /Phone.

Email Id

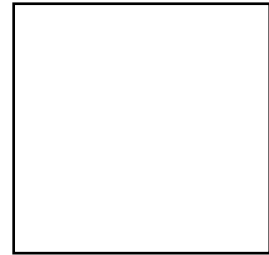
Designation, Office Name & Address

Official Phone No Official E-mail ID



2. SECOND APPLICANT (Co-Applicant)

Mr. /Mrs. /Ms.
S/W/D of
Date of Birth Profession/Service Nationality
Residential Status Resident Non Resident Foreign National of India Origin
Income Tax Permanent Account No.....
Aadhaar No.....
Permanent Address.....
Correspondence Address.....
.....Mobile /Phone.....
E-mail ID.....
Designation, Office Name &Address.....
Official Phone No.....
Official E-mail Id.....
Relationship with First Applicant



OR

3. IN THE NAME OF COMPANY

M/sa company registered under the Company Act, 1956 its corporate identification no (CIN No).....and having its registered office at Through its duly authorized signatory Shri/Smt.S/D/W/o.....Shri/Smt.Authorized by Board resolution dated (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required), PAN No.....Telephone No.....Fax No.....Email Id.....

OR

M/s..... a partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at..... through its partner authorized by along with firm resolution. (Copy of the resolution signed by all Partners required). Shri/Smt.S/D/W/o Shri/ Smt.PAN/TINRegistration No.Telephone Nos.....Fax Nos.....Email Id.....

OR

M/s..... A partnership firm duly registered under the limited liability partnership Act 2008, having its registered office atthrough its partner's authorized by along with firm resolution Shri/Smt. S/D/W/o Shri/Smt. [Copy the resolution signed by all partners required].PAN/TIN Registration No. Telephone Nos. Mobile No. Fax Nos. Email ID.

4. DETAILS OF SHOP/UNIT

Shop/Unit No:onFloor,
Type of Shop/Unit No:
Carpet Area*Sq. Mtr. [... Sq. Ft.] approx.
Built Up Area. Sq. Mtr. [... Sq. Ft.] approx.
Total area Sq. Mtr. [... Sq. Ft.] approx.

***Carpet area:** - The net usable floor area of an apartment/unit, 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, column and structural walls of the apartment/shop/unit.

5. COST OF SHOP/UNIT

Rs..... (In words)

The said rates are exclusive of certain charges/taxes mentioned hereinafter.

Note: Payments to be made by A/c Payee Cheque(s), Demand Draft(s) in favor of ‘**KARYAN INFRATECH LLP RERA COLLECTION ACCOUNT**’ payable at Noida/Delhi/Gzb, A/c payee cheque should be of Delhi NCR or at par.

6. Prevailing Taxes will be charged on

- a. Cost of Shop/Unit as applicable i.e. Rs..... (Payable as per payment plan)
- b. Other charges as applicable i.e. Rs.....(Payable as per payment plan)

7. GST Rs.....(Payable as per payment plan)

8. Total Cost including taxes Rs..... (Inwords)

9. PAYMENT PLAN (Payment Plan Enclosed Schedule D)

10. Booking under scheme/offer/price list.....

11. I/We require electrical connection for.....KVA.

12. I/We require power back-up of..... KVA and I/We am/are ready to pay the per unit charges of the power back-up (i.e. running of DG Set) which will be decided at the time of offer of possession depending upon prevailing prices of fuel.

- All the terms & conditions of agreement for electricity & power back-up shall be also applicable and binding. The electrical installation/transformers/Gen. Sets/E.S.S. equipments and cabling shall be designed with 60 % diversity factor therefore for 10000 KVA load only 6000 KVA capacity shall be installed
- 1SQ.MTR = 10.764SQ.FT.

13. Parking Type:

- Stilt/Podium Basement Big Basement (this is back to back parking space for 2 Cars)
- Other Details.....

14. IFMS (Interest Free Maintenance Security) Rs. per Sq. Ft. (In words

..... Only) for commercial unit.

Note: - 25% out of the total IFMS shall be transferred in the head of Township Maintenance Account.

15. Rates of Monthly Maintenance Charges (per Sq. Ft of total sale area along with taxes) of Commercial Unit shall be decided and payable at the time of possession on the basis of prevailing cost of services in the market.

Note: - 15% out of the total Monthly maintenance charges shall be transferred in the head of Township Maintenance Account.

16. Estimated Date for the Possession of Shop/Unit:

17. In Case of Cancellation of Apartment/Shop/Unit. Refund to be made as details mentioned below

- a) Main Applicant’s name:
- b) Bank Name & Branch:
- c) Account Number:
- d) IFSC Code:

18. All rules & regulations of RERA shall be applicable.

19. Any Other Remark.....

20. DECLARATION

I/We the applicant(s) do hereby declare that my/our above particulars/information's given by me/us are true and correct and nothing has been concealed there from. It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said apartment/shop/unit. I/We shall be considered as intending allottee(s) only.

DATE.....

PLACE.....

Yours Faithfully

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name Signature Date

1. Type of Shop/Unit.....Shop/Unit No.....Floor.....

2. Parking Type: Stilt/Podium Basement Big Basement (this is back to back parking space for 2 cars)

Parking Space No. with Details.

3. PAYMENT PLAN:

4. Total price payable for the Apartment/Plot/Unit Rs.

5. Payment received vides Cheque/DD/Pay order No/RTGS UTR No Dated Drawn.....On.....for Rs. (Rupees)

6. Provisional Booking Receipt No.....Dated.....

7. BOOKING: DIRECT THROUGH SALES ORGANISER

8. Sale Organizer's Name & Address, Stamp with Signature:

9. Any Other Remarks:

10. Check List for Receiving Officer:

(a) Booking Amount cheques/drafts

(b) Customer's signature on all pages of the application form

(c) Photographs of the applicant(s)

(d) PAN No.& copy of PAN Card/Undertaking Form No.60

(e) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution

(f) For partnership firms: photocopy of Firm Registration and partnership deed

(g) For Foreign Nationals of Indian origin: Passport Photocopy / funds from NRE/FCNR A/c

(h) For NRI : Copy of Passport & Payment through NRE/NRO A/c

(i) For Hindu Undivided Family (HUF): Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF. □

Sales Organizer

Received by

Checked by

Director

(CRM)

(CRM Accounts)

.....

.....

.....

.....

Signature

Signature

Signature

Signature

ACCEPTED

REJECTED

SALIENT TERMS AND CONDITIONS ATTACHED TO THIS APPLICATION FORM

The Applicant(s) agrees to the following:-

1. The Promoter has registered this Project named and styled as “**KARYAN CITYWALK**” 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. is [_____] & for detailed information & any references the website link is www.up-rera.in.
2. The Applicant(s) has/have fully understood the development scheme as envisaged by the Developer. The Applicant(s) is applying for allotment of the Unit in the Project ‘Karyan Citywalk’ proposed to be developed by Promoter with full knowledge of all the laws/notifications and rules applicable to the Project being located at Commercial Plot No. 1A, Pinewood Enclave, Sector-2, Wave City, NH-24, Ghaziabad, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Promoter in the Lands forming the integral part of the Project Land and has understood all limitations and obligations of Promoter in respect thereof.
3. The Applicant(s) acknowledges and confirms that the Promoter has provided all information, clarifications and documents in relation to the said Project/Project Land as was demanded by the Applicant(s) and that the Applicant(s) is fully satisfied with the same. The Applicant(s) further acknowledges that he has seen all documents /papers in relation to the Project, including but not limited to the title documents, building plans, sanctions, approvals etc. obtained from the competent authorities and the present Application has been made after being fully satisfied about the rights, title and interest possessed by Promoter over the Project Land.
4. The Applicant(s) understands that his rights, title and interest in the Unit to be allotted in the Project shall be governed by the Applicable Laws and this shall also be specified under the Agreement to Sale / Sale Deed. The Applicant(s) shall have all rights and entitlements in respect to the Unit; along with right to use the common areas and facilities (other than those reserved / restricted for any other owner / Sale Deed / right-holder at the Project or a group thereof or otherwise intended to be transferred by the Promoter to third parties as permitted under Applicable Laws). It being clarified that the Applicant(s) shall not have any exclusive right, title or interest in any area outside the Project including common areas and facilities at the Project and the same shall be used by the Applicant(s) in-common along with other occupants, as per the Project guidelines to be formulated by Developer and which shall be provided under the Agreement to Sale/Sale Deed and the Applicable Laws.
5. The Applicant(s) is fully satisfied with the cost of the 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 in accordance with the Payment Plan opted on or before the respective due dates. It is being clarified that the Promoter shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the Promoter, As the timely payment is the essence of the transaction, 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 a sole responsibility of the Applicant(s). Further the Applicant(s) is responsible to bear and pay the delayed payment interest on the respective installment to the Promoter.
6. It is understood by the Applicant(s) that 10% of the Cost of Property, shall be construed, considered and treated as "Booking Amount", to ensure the performance, compliance and fulfilment of his/her obligations under this Application and later as per the Agreement to Sale /Sale Deed. The Booking Amount shall include Application Money as paid by the Applicant(s) under this present Application.
7. The Applicant(s), undertakes to sign & execute Agreement to Sale after completing 10% of the total cost of the unit and in case, Applicant(s) opts for cancellation of booking before signing the Agreement to Sale/ Sale Deed or does not come forward for signing or executing the same while making lame excuses in that case, the Promoter shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant and/or (ii) cancel this Application Form and forfeit the Booking Amount and Non-Refundable Amount like (a) interest on any overdue payments and (b) brokerage paid to channel partners/brokers, if any, and (c) administrative charges as determined by the Promoter (d) all other charges paid by the Promoter to the authorities (e) any other applicable Taxes and (f) subvention cost (if the Applicant(s) has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank.

8. In case the Applicant makes defaults in completing the booking amount after depositing part payment and does not respond on emails and calls, in that case after expiry of 30 days from deposit of this part payment, the Promoter is entitled to forfeit his deposited amount and free to sell this unit to any other party. The condonation of delay and Continuation of this unit is at the discretion of the Promoter with deposit of required penalty and interest charges.
9. All outstanding amounts payable by any party under this transaction shall carry such applicable interest at the rate of (i) 1% (one percent) above the then existing SBI MCLR (State Bank of India-Marginal Cost of Lending Rate) per annum.
10. In the event if the Applicant(s) fails or neglects to comply with the obligations as set out herein, at any point of time and fails to rectify the default within the aforesaid period of 15 (fifteen) days then the Promoter shall be entitled, at its sole option, to reject this Application and forfeit Booking Amount along with the Non-Refundable Amount as elaborated in Clause No.7.
11. The additional compensation / price (if any) payable to any govt. authority or antecedent owners of the Project Land /or any part of it if required to be paid by Promoter after the date of booking, as a consequence of any order from any Court of competent jurisdiction or as directed by the govt. authority shall be charged additionally from the Applicant(s), and the Applicant(s) shall make payment of the same without any demand and shall not raise any objection for the same.
12. The Promoter shall confirm the final unit Area that has been allotted to the Applicant(s) after the construction of the Unit is complete and the occupancy certificate/temporary occupancy certificate/deemed occupancy Certificate is granted by the Competent Authority. The Cost of Property payable for the Total Area shall be recalculated upon confirmation by the Promoter and necessary additional payment or any adjustments in payments be done accordingly in subsequent demands raised by the Promoter.
13. Applicant(s) acknowledges and confirms that the promoter has informed and declared about the sale price of the unit has been determined only after considering the benefits of Section 171 of Central Goods and Service Tax Act, 2017. The same is also disclosed in the price list of this unit. Applicant(s) hereby confirms that the price is determined only after considering the impact of input tax credit available to company under GST regime. Applicant(s) also undertakes that he/she will not claim any other benefit under GST or any other law at any point of time in future with respect of booking / allotment of this Unit.
14. The Applicant(s) agrees and undertakes to pay all charges on actual basis 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 Unit) etc. as may be levied by Promoter or condominium/A.A.O (Association of Apartment Owners) at the Project or by the maintenance agency /property manager appointed for the said purpose by Promoter. The Applicant acknowledges that promoter is entitled to charge advance maintenance charge for a period of 1 (one) year which will be calculated from the period starting from expiry of three months from the date of sending Offer of Possession.
15. If any of the cheques of the Applicant(s) gets dishonored for any reason whatsoever, Promoter shall be fully entitled, at its sole discretion, to cancel the Booking and to forfeit Booking cum Earnest Money along with Non-Refundable Amounts. However, Promoter may, at its sole discretion, defer its right to cancel the booking by charging cheque dishonor charges as applicable provided the Applicant(s) promptly pay all the due amount along with interest. In case, the Promoter persist with cancellation of Booking for the reasons of Dishonor of any cheque issued by the Applicant(s), the Promoter has apart from other rights and claims against the Applicant(s) i.e. forfeiture of Booking cum Earnest Money Amount along with Non-Refundable Amounts, the Promoter has a legal right to initiate appropriate legal proceedings against the Applicant(s) resulting from such dishonor of cheque.
16. The Promoter is absolutely free and competent to offer the possession of unit on achieving the stage under the Deemed Completion Category as envisaged by UPRERA. The expression 'Deemed Completion' shall mean and construed as per letter of Uttar Pradesh Real Estate Regulatory Authority bearing Ref. No. 8208/U.P. RERA/20th Meeting /Office Order/2019-20 dated 16.09.2019, Deemed Completion means when Promoter has all essential 4(Four) NOC's namely:- Electrical safety certificate, Fire safety certificate, Structural engineer's certificate and lifts installation/safety certificate and accompanying the above NOC's once the Promoter had submitted application to the Authority for grant of its OC/or Part OC as the case may be & there is no communication regarding rejection or discrepancies in submitted application, in that case from 8th working day as per office order dated 16-09-2019, as per RERA Authority or as per UP -Apartment Act -2010. Counted from submission of Application, it will be treated as Deemed Completion.

17. The Completion Time Period shall stand reasonably extended on account of (i) any force majeure events like Pandemic, Lockdown, Natural Disaster, NGT restrictions, construction ban or any delay caused by the government authorities in granting approvals, affecting the regular development of the real estate project and/or (ii) reasons beyond the control of the Promoter and/or its agents and/or (iii) due to non-compliance on the part of the Applicant(s) including on account of any default 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 excluded from agreed possession date.
18. That the Applicant(s) understands and agrees that the Promoter shall not entertain or execute any endorsement / nomination / assignment of the rights of the Applicant(s) before the execution of Agreement to Sale/ Sale Deed. The endorsement / nomination / assignment shall be allowed at the sole discretion of the Promoter, upon payment of endorsement charges fixed at Rs /- Plus taxes along with administrative charges fixed at Rs/- Plus taxes. The Applicant(s) understands that these charges are applicable for any kind of changes before the execution of Agreement to Sale/ Sale Deed. Further the charges after the execution of this Agreement to Sale/ Sale Deed shall be applicable as per the prevailing policies of the Promoter. The Promoter may grant or refuse permission which shall be subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a precondition for such permission. Any such assignment / endorsement / nomination by the Applicant(s) shall always be subject to Applicable Laws, notifications /governmental directions and the sole discretion of the Promoter.
19. The Applicant(s) is aware that for the purposes of maintenance and management of the Project, the Promoter would be appointing a facility management company, at its sole discretion without any reference to the Applicant(s) and other occupants of the Project on such terms and conditions as the Promoter may deem fit and the Applicant(s) agrees and consents to the same. The Applicant(s) acknowledges that the Promoter may also retain some portion / Units in the 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.
20. In case of joint Applicant(s), all correspondence/communication shall be sent to the Applicant, whose name appears first and at the address provided by the first named Applicant, which shall for the purposes be considered as served on all the Applicant(s) and no separate communication shall be required to the other named Applicant(s). The Applicant(s) shall inform Promoter in writing about any change in the mailing communication address mentioned herein with supportive documents, failing which all demands, notices etc. sent by Promoter to the address provided by the first named Applicant before shall be deemed to have been received by all the Applicant(s).
21. In the case of joint application for the Unit, unless a duly executed instruction by all such joint Applicant(s) is provided to the Promoter at the time of termination, all payments/ refund to be made by the Promoter to the Applicant under the terms of the transaction documents viz. this Application Form & Agreement to Sale/ Sale Deed, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicants.
22. The name of the Project "KARYAN CITYWALK" may be changed at the sole discretion of the Promoter and the Applicant(s) shall not be entitled to raise any objection /hindrance on the same and that the Applicant(s) hereby accord(s) his/her irrevocable consent in respect thereof.
23. In case the Competent Authorities grant any additional FAR /construction rights over the Project Lands, the same shall be available to the Promoter, to the exclusion of all others.
24. The Applicant(s) has to 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, whichever is earlier as per section 194-1A 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 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.

25. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to allotment/purchase of the 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 with such permission/approvals/no objections to enable the Promoter to fulfil its obligations under this Application and Agreement to Sale/Sale Deed. Any implications arising out of any default by the Applicant(s)) shall be the sole responsibility of the Applicant(s). The Promoter accepts no responsibility in this regard and the Applicant(s) shall keep the Promoter 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 intimate the same in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable laws.
26. The Applicant(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Applicant(s) under this Application towards the said Unit 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 declare(s) and authorize(s) the Developer to give personal information of the Applicant(s) to any statutory authority as may be required from time to time. The Applicant(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Applicant(s) further agree(s) and confirm(s) that In case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate/reject this Application. Upon such termination the Applicant(s)) shall not have any right, title or interest in the Unit neither have any claim/demand against the Promoter, which the Applicant(s) hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Applicant(s) shall be refunded by the Promoter to the Applicant(s) in accordance with the terms of this Application only.
27. The Applicant hereby confirms that he is fully aware of the payment plan adopted by him and he agrees to fully comply to it. In case of further endorsement by him (which is subject to discretion of Promoter on payment of applicable charges), he hereby gives his consent that endorsee's payment plan shall be as per the prevailing policy of the Promoter (i.e., M/s KARYAN INFRA TECH LLP) at that time.
28. The terms and conditions mentioned herein indicative in nature. The detailed terms and conditions contained in the Agreement to Sale/ Sale Deed shall follow this Application.
29. 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. The Applicant(s) herein declares that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.