

APPLICATION FORM / BOOKING BOOKLET

Aaradhyam

Rera Registration No.: UPRERAPRJ.....

Allottee (s)

APPLICATION FORM /BOOKING BOOKLET

Date:

M/s Earthwaves Developers Private Limited ,
Registered Office at H.No. Old-9737,
Plot No. 13, KH. No. 1668/1299/153,
Ground Floor, BLK-1-C, New Rohtak Road,
New Delhi-110005**Sub:**

Application for provisional Allotment of residential Plot in project “Aaradhyam”

Dear Sir/Madam,

I/We hereby wish to register for provisional Allotment of a residential plot in your Project named as “Aaradhyam” to be developed by “M/s Earthwaves Developers Private Limited” (hereinafter referred to as the “Company”) at residential land admeasuring 12356 Sq. Mtr. pertaining to Khasra no. 349 & 353 situated at village Bhovapur, Pargana-Jalalabad, Tehsil & District Ghaziabad. I/We agree to abide by the basic terms and conditions attached to this Application/Booking Booklet and also agree to sign and execute, as and when desired by the Company, the Agreement for Sale on the Company’s standard format(as per, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/We remit herewith a sum of Rs. _____ (Rupees _____)

vide Bank Draft/ Local Cheque No. _____ drawn on in favour of M/s Earthwaves Developers Private Limited A/c No. **2146747849** Kotak Mahindra Bank.C-77,Raj Nagar District Center(R.D.C), RajNagar, Ghaziabad towards booking amount. I/We further agree to pay remaining price consideration, in installments, and the additional charges, as per payment plan opted by me/us and as per installments’ schedule and/or as stipulated/demanded by the Company, failing which the booking will be cancelled and the earnest money(10% of total consideration amount) shall be forfeited by the Company. My/Our brief details are given below: -

Allottee (s)

1. APPLICANT(S):**FIRST APPLICANT / SOLE APPLICANT**

Affix passport
size
photograph

1.	Name of applicant	
2.	Son of/Daughter of/ Wife of	
3.	Date of Birth	
4.	Marital Status	
5.	Gender	
6.	Nationality	
7.	Occupation	
8.	PAN No. (Mandatory)	
9.	Aadhar No. (Mandatory)	
10.	Residential Status (tick the relevant)	Resident Indian Non-Resident Indian (NRI) Overseas Citizen of India (OCI)
	# The applicant shall comply with all the statutory compliances as required from time to time under the applicable laws/rules. The applicant shall keep the Developer informed about any change in the above status.	
11.	Contact No.	Residence: Workplace: Mobile No.: Any other:
12.	E. Mail Id	
	I/We wish to receive all communications including letters from the Developer via email, as mentioned above. I/We shall inform the Developer of any change in said email, id, in writing.	
13.	Correspondence Address	
14.	Permanent Address	
15.	Employment type: Profession Job title Name of Company & Address	

Allottee (s)

SECOND APPLICANT / JOINT APPLICANT

Affix passport
size
photograph

1.	Name of applicant	
2.	Son of/Daughter of/ Wife of	
3.	Date of Birth	
4.	Marital Status	
5.	Gender	
6.	Nationality	
7.	Occupation	
8.	PAN No. (Mandatory)	
9.	Aadhar No. (Mandatory)	
10.	Residential Status (tick the relevant)	Resident Indian Non-Resident Indian (NRI) Overseas Citizen of India (OCI)
	# The applicant shall comply with all the statutory compliances as required from time to time under the applicable laws/rules. The applicant shall keep the Developer informed about any change in the above status.	
11.	Contact No.	Residence: Workplace: Mobile No.: Any other:
12.	E. Mail Id	
	I/We wish to receive all communications including letters from the Developer via email, as mentioned above. I/We shall inform the Developer of any change in said email, id, in writing.	
13.	Correspondence Address	
14.	Permanent Address	
15.	Employment type: Profession Job title Name of Company & Address	

Allottee (s)

THIRD APPLICANT / JOINT APPLICANT

Affix passport
size
photograph

1.	Name of applicant	
2.	Son of/Daughter of/ Wife of	
3.	Date of Birth	
4.	Marital Status	
5.	Gender	
6.	Nationality	
7.	Occupation	
8.	PAN No. (Mandatory)	
9.	Aadhar No. (Mandatory)	
10.	Residential Status (tick the relevant)	Resident Indian Non-Resident Indian (NRI) Overseas Citizen of India (OCI)
	# The applicant shall comply with all the statutory compliances as required from time to time under the applicable laws/rules. The applicant shall keep the Developer informed about any change in the above status.	
11.	Contact No.	Residence: Workplace: Mobile No.: Any other:
12.	E. Mail Id	
	I/We wish to receive all communications including letters from the Developer via email, as mentioned above. I/We shall inform the Developer of any change in said email, id, in writing.	
13.	Correspondence Address	
14.	Permanent Address	
15.	Employment type: Profession Job title Name of Company & Address	\

Allottee (s)

Affix
passport
size
photograph

1.1	COMPANY /FIRM /LLP/ HUF, AS AN APPLICANT:		
(a)	Name of Company/Firm/LLP/HUF		
(b)	Date of Incorporation		
(c)	Correspondence Address		
(d)	Registered Address		
(e)	Name of person authorized by the Company/Firm/LLP/HUF		
(f)	Phone No. Fax No.	(Work) (Mobile)	
(g)	E. Mail Id		
	I wish to receive all communication including demand letters from the Developer via aforesaid email id. Any change in said email id, shall be informed to the Developer, in writing, by me.		
(h)	PAN Card No. (Mandatory)		
(i)	Aadhar No. (Mandatory)		
(j).	CIN No., if any		
2.	PLOT DETAILS:		
PROJECT		“AARADHYAM”	
PLOT NO.			
FACING			
RERA PLOT AREA		SQ. YD.	SQ. MT.
Scale: (1 Sq. meter = 1.196 Sq. yd.)			
4.	TOTAL COST CONSIDERATION		
		(ALL AMOUNTS/INR.)	
Basic cost of plot (BSP)			
EDC Cost			
Infra. Charge (Metro + Elevated)			

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PLC		
Other Charges		
Total Cost		
I/We clearly understand and agree that:		
(a)	the Interest free Maintenance Security (IFMS) is not part of total cost consideration of the plot and shall be payable by me/us at the time of offer for possession along with final instalment towards total price consideration.	
(b)	the advance Annual Complex Maintenance & Management Charges are not the part of total price consideration and shall be payable by me/us at the time of offer for possession along with final installment towards total price consideration.	
(c)	GST is as per prevailing rate. However, this is subject to change as per the Government rulings and payable accordingly.	
(d)	the total price consideration of INR _____ is for the area i.e. _____ sq. ft. _____ sq. meter of the plot.	
5.	BOOKING AMOUNT PAYMENT DETAILS (ALL FIELDS ARE MANATORY):	
	I/We hereby confirm having paid the interest free Booking Amount against plot booked and the details thereof are as follows: -	
	Mode of payment	
	Cheque N. / Draft No. / UTR Code	
	Date	
	Drawn on Bank	
	Amount (in figures)	
	Amount (in words)	
	Payment made by	
	Details of additional PDC given, if any	
6.	PAYMENT SCHEDULE:	
(a)	I/We hereby agree to make payment of agreed total cost consideration of the plot booked in line with the payment schedule and cost sheet shared below and agreed by me/us simultaneously. I/We further declare that I/we have a copy of the aforesaid payment schedule and the cost sheet in my/our custody and I/we am/are aware of my/our responsibilities of timely payment and my/our liability to pay interest, as per agreed terms in case of any delay payment from my/our end.	

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SI.No	Particulars	Installments
1	At the time of booking	10%
2	On Agreement	10%
3	Within 60 days of Agreement	30%
4	Within 90 days of Agreement	30%
5	On Receiving of CC	15%
6	On Intimation Registry	5%

(b) I/We are aware that all payments in respect of the residential plot booked shall be made through Demand Draft/Local Cheques/NEFT/RTGS in favor of following bank account: -

Beneficiary / Name of Account holder	Earthwaves Developers Private Limited RERA Collection Account For Aaradhyam
Name of Bank	Kotak Mahindra Bank. C-77, Raj Nagar District Center (R.D.C) Raj Nagar, Ghaziabad
Bank Account No.	2146747849
IFSC Code	KKBK0000677

7. DETAIL OF BROKER/CHANNEL PARTNER

Mode of Booking - Direct () ; Broker/Agent ()

Sales Representative Name: _____

Agent/Company Name: _____

Agent RERA Number (if any): _____

SALIENT TERMS AND CONDITIONS:-

(a) The Applicant herein has verified and satisfied with the title of the Company in respect of the land of the project 'AARADHYAM'. The applicant has also seen and verified and understood the specifications, sanctioned plan approved by Ghaziabad Development Authority and all other related drawings and documents after satisfying the applicant has dully agreed to the same.

(b) The applicant confirms to have full knowledge of all the relevant laws, rules, regulations, notifications etc. applicable to such projects in general and the terms and conditions contained in this application and that applicant have clearly understood the respective rights, duties, responsibilities, obligations under each and every clause of this application.

(c) The applicant further declare that he has read and understood the details and terms and conditions of sale and other information/conditions stated in the Agreement for Sale as reflected in the UP-RERA website. After being satisfied with the documents and/or information provided therein the applicant hereby accept and agree to abide by the same as also such other terms as may be framed by Company in future. The applicant further agrees to sign and execute necessary documents as and when called upon by Company.

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(d)	The applicant acknowledges that the Promoter has readily provided all the information and clarifications as were requisitioned by the applicant including but not limited to Agreement for Sale, title documents, approved plans, NOCs etc. and that none of them have been influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written and/or oral made on Company's behalf or on behalf of Company's selling agents or otherwise including, but not limited to, any representations relating to the description or physical condition of the Project, the size or dimensions of the subject plot/ Project including all their physical characteristics, the services to be provided thereto, the facilities and/or amenities to be made available thereto or any other data except as specifically represented in this Application, Presentation/Brochure and/or Application Form and that the applicant/s has/have relied solely on his/her/their/its own judgment and investigation in deciding to acquire the said Plot and not by any oral or written representations or statements.
(e)	The detailed terms and conditions shall form part of the Agreement For Sale which the Applicant shall execute on confirmation of allotment. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the Applicant that reference shall be made to the detailed terms of the Agreement For Sale, the terms whereof have been seen, read and understood/accepted by the Applicant. The Applicant shall execute the Agreement for Sale in the form and format as called upon by the Company without any objection or claim. The Applicant shall return the duly executed and signed Agreement For Sale to the Company within 10 days of receipt thereof. Failure to execute and return the duly signed Agreement within 10 days will result in cancellation of the allotment. If the Applicant refuses to sign the agreement as presented, the Company has the right to cancel the booking by returning the booking amount paid (WITHOUT INTEREST) by the Applicant within 90 days, and the Company shall have no obligation whatsoever to the applicant.
(f)	The allotment of the plot is entirely at the discretion of the Company. Allotment will be done only after the cheque for the entire booking amount is received and encashed by the Company. Before the cheque is presented and encashed, the Company has the right to return the cheque without assigning any reason whatsoever, and shall have no obligation whatsoever to the applicant.
(g)	The applicant have clearly understood that this application does not constitute an Agreement for sale and applicant does not become entitled to the provisional and/or final allotment of Plot notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. This application is only a request of the applicant for the allotment of the Plot subject to acceptance of the Company at its sole discretion, and does not create any right, interest, title whatsoever or howsoever in any manner on the applicants. It is only after applicant signing and executing the Allotment Letter/ Agreement for Sale, the allotment shall become final and binding upon the Company.
(h)	The applicant agrees that the Plot shall be provisionally allotted and the Agreement for Sale of the Plot shall be entered into only on the applicant remitting the booking and agreement amount as per opted payment schedule at the time of this Application Form. In the event of Company agreeing to provisionally allot the Plot to the applicant, the applicant agrees to pay further instalments of the total Consideration and all other dues as stipulated in the opted Payment Plan/ Agreement For Sale/ or as may be varied in accordance to the agreed terms and conditions as enumerated in the Agreement for Sale, failing which the Company may in its discretion be entitled to cancel the allotment in accordance to the provisions of the Agreement for Sale subject to deduction of booking amount other applicable deductions.
(i)	That timely payment of installments of the sale price and all other charges pertaining to the Plot is the essence of the terms of the booking/allotment. However in the event of breach of any of the terms and conditions of the allotment by the Applicant, the allotment will be cancelled at the discretion of the Company and the earnest money shall stand forfeited. The balance amount shall be refundable to the Applicant as per term of Agreement for Sale. Upon cancellation of the allotment, the Applicant shall be left with no rights and/ or claims against the Plot and/or the Company in any manner whatsoever
(j)	The loans from financial institutions/banks to finance the purchase of Plot may be availed by the Applicant. However, if financial Institution/Bank refuses to extend financial assistance on any ground, the Applicant shall not make such refusal an excuse for non-payment/delay of further installments/dues

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(k)	The Company shall be entitled to avail financial assistance from Bank/ Financial Institutions for development of the Said Project. However, such charge, if created, shall be got vacated before handing over possession of the PLOT to the Applicant.
(l)	An applicant having NRI status or being foreign nationals or persons resident outside India shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Applicant and such third party shall not have any right in the application/allotment of the plot applied for herein in any way. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority or the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The Applicant agrees that the Company shall not be liable in any manner on such account
(m)	The Company shall endeavor to give possession of the Plot to the Applicant on or before October 2025 or as per the date of completion of project given in registration certificate issued by the U.P. RERA (indicative date of possession), (that the indicative date of possession is calculated on the basis of working days as per calendar year however, completion/possession date shall remain subjective to the actual working days utilized after deduction of force majeure circumstances etc which may impact the working days during the regular period, subject to force majeure circumstance and reasons beyond the control of the Company as fully described in para no. 7.1 of Agreement For Sale.
(n)	If the applicant after execution of the Agreement for Sale, fails to pay the due amounts to the Company as per the demand / intimation sent to the applicant through post or mail or courier service, the applicant will become liable to pay interest @12% per annum to the Company on the amounts due and payable from the respective due dates of such payment till the date it is paid in its entirety. If however, the Applicant fails to pay two consecutive installments, the Company shall at its discretion, be entitled to cancel the allotment and refund all amounts received until then after deducting therefrom specified and described in the Agreement for Sale, along with booking amount plus interest , brokerage charges plus applicable taxes, paid or payable. The applicant shall neither make, nor shall claim any claim for any damages, whatsoever, shall be tenable in the event of cancellation of the allotment.
(o)	The Applicant shall, before taking possession of the Unit, clear all the dues/charges towards the Plot and have the Sale/Conveyance Deed for the Plot executed in his/ her/ its favour by the Company after obtaining no dues from the Company and paying applicable stamp duty, registration fee and other charges/expenses/taxes etc.
(p)	The maintenance, upkeep, repairs, security, landscaping and common services etc. of the said Project shall be managed by the Company or its nominated Maintenance Company/Facility Maintenance Company (FMC), and the applicant shall pay, as and when demanded, the maintenance charges including interest free security deposit for maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the such nominated maintenance company appointed for this.
(q)	The Applicant hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/Maintenance Company from the date of commencement of maintenance services i.e. the date of offer of possession of the plot by the Company through Maintenance Company in the said Project.
(r)	The applicant shall furnish the complete address and e-mail ID registered with the Company at the time of booking and it shall be his responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. Further, the applicant hereby agrees that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company
(s)	It is specifically agreed by applicant that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Agreement for sale shall supersede over the terms and conditions as set forth in this Application Form. However, applicant shall be bound by the terms

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	and conditions incorporated under this Application Form till the execution of the Allotment Letter/ Agreement for sale in this regard.
(t)	Singular shall mean and include plural and masculine gender shall mean and include all genders wherever applicable. In case there are joint applicants, all communication shall be sent by the Company to the Applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
(u)	That I/we are aware that I/we shall use the booked plot only and exclusively for the residential purpose.
(v)	That the stamp duty, registration charges and other expenses incidental thereto as applicable at the time of registration of Agreement for Sale, Sale Deed or any other ancillary and incidental document in respect to the residential plot shall be borne solely by the applicant.

Declaration:

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we sought detailed explanations and clarifications from the Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed (his Application Form and paid the booking amount for allotment, I/we further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but limited to noncompliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Unit in relation to the said Plot.

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ANNEXURE – DOCUMENTS REQUIRED

Person Resident of India – Following documents to be duly certified by the Individual :

- Copy of PAN Card
- Copy of Address Proof

Partnership Firm – Following documents to be duly certified by the Authorized Partner:

- Copy of PAN Card of the Partnership Firm
- Copy of the Partnership Deed
- Copy of Address Proof
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

Private Limited & Limited Company – Following documents to be duly certified by the Company Secretary/Authorized Director of the Company :

- Copy of PAN Card of the company
- Memorandum & Articles of Association (M&AOA)
- Board Resolution authorizing the signatory of the EOI form to buy property on behalf of the company
- Copy of Address Proof
- Form 32 of the Company Secretary/Director signing the board resolution

Hindu Undivided Family (HUF) – Following documents to be duly certified by the Karta of HUF :

- Copy of PAN Card of HUF.
- Authority letter from all coparceners of HUF authorizing the Karta to act on behalf of HUF.
- List of All Coparceners.

NRI/Foreign National of Indian Origin – Following documents to be duly certified by the Individual :

- 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 NRE/NRO/FCNR account of the Allottee.
- 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.

Photographs of Authorized Signatory in all cases are required.

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