

APPLICATION FORM

ZESTHA — RIVERIA —

LUXURY VILLAS ON RIVER FRONT
DHOLERA SIR

Plot No. _____ Customer ID _____

**ZESTHA DEVELOPERS
LIMITED**

PLOT BOOKING APPLICATION**First Applicant -----**

Mr./Mrs./M/s _____

S/o, W/o, D/o, C/o _____

Permanent Address _____

PIN _____

Correspondence Address _____

Email _____ PIN _____

Mobile No. _____ Alt. No. _____ Gender : Male Female Others

Date of Birth _____ Anniversary Date _____ Married _____ Unmarried

Aadhaar No. _____ PAN No. _____

Email _____ Profession _____

Residential Status : Resident Non - Resident Foreign Nationals of India

Nationality _____ Passport No. _____

Second Applicant -----

Mr./Mrs./M/s _____

S/o, W/o, D/o, C/o _____

Permanent Address _____

PIN _____

Correspondence Address _____

PIN _____

Mobile No. _____ Alt. No. _____ Gender : Male Female Others

Date of Birth _____ Anniversary Date _____ Married _____ Unmarried

Aadhaar No. _____ PAN No. _____

Email _____ Profession _____

Residential Status : Resident Non - Resident Foreign Nationals of India

Nationality _____ Passport No. _____

Signature of Sole/First Applicant

Signature of Second Applicant

Nominee's Information -----

Nominee's Name _____

Father's Name/Husband Name _____

Nominee's Address _____

Mobile No. _____

Relationship with Applicant _____ Date of Birth _____

Booking Payment Details -----

Payment Mode Cheque/DD IMPS RTGS Date _____

Bank Name & Branch _____

Cheque / Trans. No. _____ Amount (Rs.) _____

Amount in words _____

Particulars/Details of Plot -----

Plot No. _____

Super Area of Plot (Sq. Yd) _____ Carpet Area of Plot (Sq. Yd) _____ (_____ Sq. Yd)

S. No.	Particulars	Charges	Total (Rs.)
1	Area (Sq. Yd.)		
2	Basic Selling Price of Plot	PSY	
3	Preferential Location Charges	PSY	
4	Development Charges		
5	Villa Construction Cost	-	
	Total Consideration Value		

Payment Plan -----

Down Payment Plan

Flexi Payment Plan

Time For Registry -----

Remarks : _____

Signature of Sole/First Applicant

Signature of Second Applicant

The Following enclosures are attached with the form (Indian Residents)

PAN Card

Aadhaar Card

Voter ID Card

Passport

Driving License

Other _____ Approved By _____

Date _____ Place _____

For Office Use Only :-

Application received on _____

Special Remarks (If Any) _____

Name & Signature _____

.....
Signature of Sole/First Applicant

.....
Signature of Second Applicant

TERMS & CONDITIONS

1. The Applicant(s) shall sign all the pages of this application in token of his/her acceptance of the terms and conditions stipulated herein.
2. Not with standing the fact that the Company may have issued an acknowledgement by way of a receipt for the money tendered with this application, the Applicant(s) have clearly understood that this application is only a request/offer of/by the Applicant(s) for the allotment of an Unit and does not constitute any allotment or an agreement between the Applicant(s) and the Company and the Applicant(s) are not vested with any right or entitlement or interest until the final allotment of the Unit is made by the Company in the said project.
3. The Company shall have absolute discretion and be entitled to accept or reject this application and may allot the desired Unit to any other person, or may decide not to sale any or all of its Unit or altogether decide to modify or cancel the project itself, before issuing the allotment letter, without assigning any reason whatsoever. In this case, the application money or any other amounts paid by the Applicant(s) shall be refunded to the Applicant(s) without interest. It is clarified that deposits of the cheques shall not amount to acceptance of the application.
4. The Applicant(s) has/ve satisfied himself/herself that M/s. Zestha Developers Ltd., a Company registered under the Companies Act 1956, having its Registered office at 12A, Prateek Residency, Sector PH1-3, Greater Noida, Uttar Pradesh - 201310 developing and constructing Zestha Riveria 12980 Sq. Yd. area situated at TP-2B2 Surevy No. 2063 (1451), FP No. 226/1, Village Bhadiyad, Ahmedabad, Gujarat and is sufficiently entitled to develop, sell and deal with the said Project proposed to be constructed on the said land in respect of which Gujarat Authority has executed Lease Deed.
5. The Applicant(s) represents & acknowledges that he/she has inspected the relevant documents/ papers and has carried out due diligence and is fully satisfied with the Right, Title and Interest of the Owners/ Company in relation to the said land and has understood all limitations and obligations of the Lessee/Company/Contractor/Broker in respect thereof. The Applicant(s) undertakes not to hereinafter raise objections with respect to the Lessee Company/Contractor's Right/ Title Interest/Entitlements in the Said Land and rights to sell and develop the Project.
6. The Applicant(s) has tendered this Application for provisional allotment of a Unit in the Project based upon his own due diligence and without relying on any alleged representations and assurances of the Company or any of its representatives or agents or brokers and with full cognizance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the Unit from the Company (which shall refer not only to the physical condition of the Said Land and Unit, their contents/ inclusions at the time of this sale, but also to the condition of the Title or other Evidence(s) of ownership and the extent and state of whatever Rights, Interests, Entitlements and Participation over the Said Land and Unit with the Company at the time of the Sale without any recourse to warranties implied in terms hereof. The applicant has studied the market and available products and taken a conscious decision to apply for a Unit in the Project without any undue influence or force by whatever means.
7. The Applicant(s) understand that the area of the Unit may be subject to certain changes for any reason(s) beyond the control of the Company, I/We understand that the marketing plan/brochure is only a mere indication of the proposed project. The areas mentioned in the drawings are reasonable estimates and are subject to change to which the Applicant will never object and provide consent letter, if any, required. The Company reserves the right to change the design, elevation, specifications, amenities and facilities, plans, etc of the project including change in FAR etc. as the case may be, due to aesthetic reasons or to meet the planning/regulatory requirement or for any other reasons.
8. The Applicant(s) agree(s) that changes in respect of the Unit shall not vary by more than 10% from what has been stated in the application, if any, in the same manner and may be communicated to the Applicant (so by the Company, which shall be binding on the Applicant(s), who shall be liable to pay for any additional charges etc. that may be demanded by the Company due to such changes in the Unit. "It is also agreed by the Applicant(s) that the Company shall also have right to change the Unit allotted to the Applicant(s) anytime until before the Builder Buyer Agreement is executed and Registered Possession is given.
9. The Applicant(s) clearly and unequivocally understand(s) that any rights on the subject unit shall accrue only when the allotment is made by the Company in his/her/their favour and the necessary agreements to sell/definitive documents is/are signed and all its terms and conditions are duly complied with, by the Applicant(s). The Applicant(s) agree that in the event of the Company not accepting his/her/their application for any reason whatsoever, the Applicant(s) shall have no claim, right, entitlement, title, interest or lien on the said Unit and shall not raise any objection for non-allotment.
10. The Applicant(s) clearly and unequivocally understand(s) that the Company is not required to and will not forward any reminders to the Applicant(s) to comply with any or all of the obligations under this application and the future (definitive) documents to be entered into, it shall be the sole responsibility of the Applicant(s) to comply with his/her/their duties and obligations, as set out under this application and the Agreement to sell/Definitive Documents to be entered into as stated hereinbefore.

Signature of Sole/First Applicant

Signature of Second Applicant

11. Earnest Money shall be and mean 15% of the Total Sale Consideration, in the event that before the registration is done, the Applicants withdraw(s) or cancel(s) this application, the Company shall be entitled to forfeit the entire earnest money as penal charges for the cancellation.
12. The Applicant(s) shall pay the total consideration for the Unit and other charges as applicable as per the schedule provided by the Company. All cheques/demand drafts payable by the Applicant(s) should be drawn in the name of **Zestha Developers Ltd.**
13. All over-due payments from the Applicant(s) shall attract interest at 18% per annum from the date they fall due till the date of receipt of payment. The company shall be at liberty to adjust the future payments against the amount of interest and then in the delayed payments.
14. After the allotment letter is issued by the Company, if the Applicant(s) fail(s) to sign and execute the necessary Agreement Definitive Documents for the allotted Unit or fail(s) to make payment of the amounts on the due dates/within the prescribed time period or if any of the cheques of the Applicant(s) are dishonored for any reason whatsoever, then the Company shall be entitled, at its sole discretion, to cancel the allotment of the Unit and forfeit the entire earnest money. The Applicant(s) will also not be entitled to the refund of amounts paid towards interest on delayed payment in any of the above circumstances.
15. Super area means the total of covered area, inclusive of the area under the periphery walls, area under columns and walls plus proportionate share of areas utilized for common use and facilities.
16. The preferential location charges (PLC) are the charges levied in respect of certain types of units owing to their description and location within the project. The Applicant(s) agree(s) that in case he/she has opted for a Unit of such description and location, he/she/they shall be liable to pay the PLC, computed on the basis of the super area of such unit, as part of the Sale Consideration.
17. The Applicant(s) agree(s) that they have been informed and are aware that only written and signed commitments from authorized signatories of the Company will be honored and that oral statements of representations or commitments will not bind the Company and will not be relied upon by the Applicant(s).
18. The Applicant(s) agree(s) that in case due to any legislation, order, rule or regulation made or issued by the GUJARAT/Government/ RERA or any other authority or if the Competent Authority(ies) refuses, delays, denies the grant of necessary approvals/permissions for the space in the said Project or if any matters/issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/writ before any court of law or due to force majeure conditions, the Company after provisional and/or final allotment, is unable to deliver the Unit to the Applicant(s), the Company shall refund the amount paid by the Applicant(s) without any interest, taxes or compensation whatsoever.
19. In case there are joint Applicant(s), all communication shall be sent by the Company to the Applicant whose name appears first in the Application, at the address given for mailing and which shall for all purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named joint Applicant(s).
20. The applicant shall register his complete as complete address and it will be his sole responsibility to communicate if there will be any change. The laspe in this will not be an excuse for any default etc.
21. The contract is liable to be cancelled in case of any misrepresentation/concealment of facts by the allottee.
22. 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 of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc. which would enable the Company to fulfil its obligations under the allotment letter or the definitive documents. Any implications arising out of any default by the Applicant(s), shall be the sole responsibility of the Applicant(s). The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company 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, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws.
23. Any dispute of any kind related to the Unit allotted to the Applicant(s) shall be resolved by a Sole Arbitrator appointed by the Company in consultation with the Applicant(s). The venue of arbitration shall be Noida and courts of Noida shall have jurisdiction. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1993 as amended till date. Both the parties shall be bound by the Award given by the Arbitrator.
24. In case of any dispute regarding the terms and conditions of the application/allotment letter issued by the Company, the courts at Noida Gautam Budh Nagar shall solely have the jurisdiction to try the same.
25. The Applicant(s) agrees that if the Government/Concerned Authority imposes any charges in respect of any other facilities, or additional cost of land whatsoever, the same shall be payable by the Applicant(s) proportionate to his share in the development as and when demanded by the Company.

Signature of Sole/First Applicant

Signature of Second Applicant

DECLARATION

- I/we have signed and submitted this application and paid the amount payable thereof being fully conscious of my/our liabilities and obligations.
- I/We agree to sign and execute all the necessary agreements and other definitive documents as and when desired by the Company within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/expenses incidental thereto and I/We agree to be bound by the terms of the said agreements/documents.
- I/We have read and understood the "Terms and Conditions" mentioned in this application form and agree to be bound by the same.
- The terms and conditions mentioned herein shall be in addition to the terms and conditions of the necessary agreements/definitive documents.
- I/We the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.

Buyer's Signature

Date: First Applicant

Place: Second Applicant

ZESTHA DEVELOPERS LIMITED

**Corporate Office Address : C-32, Sector-80, Noida, U.P.
Residence Office Address : 12A, Prateek Residency, Sector Phi-3, Greater Noida, U.P.**