



BOOKING APPLICATION FORM

RERA NO. PRM/KA/RERA/1251/472/PR/091024/007138

Booking Date: _____

APARTMENT DETAILS

Project Name : NVG RAKSHAK

Apartment Type & No _____

Saleable Area _____

Total Cost Of The Apartment _____

APPLICANT (S) DETAILS (All information to be filled in Block Letters)

1. SOLE OR FIRST APPLICANT

Mr./Ms./Mrs/M/s/Dr _____

Son/Wife/Daughter of _____

DOB _____ & Age _____ years

PAN No _____

Aadhar no _____

Marital Status ☐ Single ☐ Married

Spouse Name _____

Correspondence Address _____

City _____ State _____ Pin code _____

Country _____

Passport Size Photo
to be affixed

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Applicant Sign



Permanent address

City _____ State _____ Pin code _____

Contact Details

Tel. No _____ Mobile _____

Email-1 _____ Email-2 _____

Name of Power of Attorney Holder (if Any) _____

Residential Status Resident ☐ Non Resident ☐ Person of Indian Origin (PIO) ☐
Overseas Citizen of India (OCI) ☐

PROFESSIONAL

Name of the Organization/Business _____

Address of the Organization/Business _____

2. SECOND / JOINT APPLICANT

Mr./Ms./Mrs/M/s/Dr _____

Son/Wife/Daughter of _____

DOB _____ & Age _____ years

PAN No _____

Aadhar no _____

Marital Status ☐ Single ☐ Married

Spouse Name _____

Correspondence Address _____

City _____ State _____ Pin code _____

Country _____

Passport Size Photo
to be affixed

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Permanent address

City _____ State _____ Pin code _____

Contact Details

Tel. No _____ Mobile _____

Email-1 _____ Email-2 _____

Name of Power of Attorney Holder (if Any) _____

Residential Status Resident ☐ Non Resident ☐ Person of Indian Origin (PIO) ☐
Overseas Citizen of India (OCI) ☐

PROFESSIONAL

Name of the Organization/Business _____

Address of the Organization/Business _____

APARTMENT COST DETAILS

Rate in Sft ₹ _____

Total Cost of Apartment ₹ _____ Excluding GST ,Registration & Stamp Duty

BOOKING AMOUNT DETAILS

Booking Amount Paid : ₹ _____/-

Payment Details

Instrument Type : CHEQUE / DEMAND DRAFT / RTGS / NEFT / UPI / CASH

Transaction Ref No : _____

Dated : _____

Drawn in Favour of : _____ Payable at Bangalore

Bank Details : Bank _____ Branch _____

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TERMS & CONDITIONS

1. Interpretation of Some Indicative Terms: -

- a. **Legal Title:** - Means Legal title of the land on which development of the project is proposed along with legally valid documents with authentication of title.
- b. **Sanctioned Plan:** – means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, and such other plan and includes structural designs and such other permissions, which are approved by the competent authority.
- c. **Apartment:** – Means Apartment whether called block, chamber, dwelling unit, flat, office, showroom, shop, go-down, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or go-down or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.
- d. **Applicant:** –means persons, applying for allotment of the said apartment / unit, whose particulars are set out in the booking application form and who has appended his signature in acknowledgement of having agreed to the terms & conditions of the booking application form.
- e. **Allottee:** - Allottee in relation to a real estate project, means the person to whom apartment or building, as the case may be, has been allotted, sold (whether freehold or leasehold) otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.
- f. **Carpet Area:** – Carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- g. **Common Area:** -means
 - (i) The entire land for the real estate project or where the project is developed (i) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings; (ii) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs; (iii) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; (iv) all community and commercial facilities as provided in the real estate project;
 - (ii) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- h. **Independent Area:** - means and includes the commercial areas, convenient shops, club and other such areas, which have been declared but not included as common areas, for joint use of apartments and may be sold by the Company, with or without constructions, wholly or in part(s) without the interference of other apartment owners.
- i. **Limited Common Area & Facilities:** - means those common areas and facilities within the Project earmarked/ reserved including open/Stilt / Basement car parking spaces, storages, etc. for use of certain apartment or apartments/commercial spaces to the exclusion of the other apartments.
- j. **Development Work:** – means the external development works and internal development works on immovable property.

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- k. **Completion Certificate:** -means the completion certificate, or such other certificate partially/may be provided tower wise or entire by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- l. **Defect Liability Period:** - That there will be defect liability period of Five years as per Uttar Pradesh Real Estate (Regulation and Development) Rules 2016, from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows, normal wear & tear, Pest etc. shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought-out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought-out items, the Company shall co-operate with the purchaser in sorting out the issue. In case the flat owner(s) has/have made internal changes for the interior of the apartment/unit including covering of balcony by any means or the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability period.
- m. **Date of Booking:** - The date of Booking of flat /apartment shall always be deemed/treated as the date appearing on Booking/Provisional Booking application form with which Token or 10% for booking of the flat /apartment has been tendered.
- n. **Allotment Letter:** - Confirmation of booking of Apartment / unit by the Company, a formal letter containing the terms and conditions of allotment, duly executed between the Company and intending Allottee(s).
- o. **Payment Plan:** - means plan of payment agreed for the payment of cost of the unit / apartment and other charges and signed by the applicant at the time of booking of the apartment / unit in the project along with booking application form.
- p. **Agreement to Sale:** -“Agreement” shall mean the Agreement comprising detailed terms & conditions for the allotment of the apartment / unit.
- q. **Earnest Money:** - means **10%** of the Sale price of the Said Apartment. In case the applicant failed to complete the value of minimum 10% of the total sale price plus taxes within 7 days from the submission of the application, subject to other terms, for the confirmation of the booking, the Builder/ Developer Company has a right to cancel the booking application form and forfeit the amount so deposited along with the booking application forms, towards administrative charges. It has been further made clear that in case the applicant/ allottee surrender/ cancel their booking/ allotment (post confirmation) at any stage due to any reason whatsoever, in that case 10% of the total sale price + Taxes shall be forfeited as earnest money and balance, if any, shall be refunded without any interest.
- r. **Date of possession:** -means as date of offer of possession by the promoter as mentioned in the agreement to sale.
- s. **Fit out period:** - After offer to take possession of the flat is made; the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint (as per specifications of the Apartment/Unit) will be done. The duration of said fit-out is 4 months from the date of final payment of dues is made
- t. **Cancellation:** - means cancellation of booking of apartment due to failure in payment as per agreed payment plan at the time of booking and breach of terms & conditions of booking as detailed in agreement to sale. In case the allottee(s) is/are not able to complete the minimum 10% of the total sale price + taxes within 7 days from the submission of the application, the Builder/Developer Company reserve their rights to refuse/cancel the booking application form and forfeit the amount so deposited towards administrative charges.

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- u. **Maintenance Agreement:** - An agreement to be entered into between the apartment owner / unit owner and facility providing agency after execution of Conveyance/ Transfer Deed of apartment / unit and role of promoter finally concluding, for upkeep and maintenance of the project by the Facility Providing Agency.
- v. **Association of Apartment owners:** - means all the owners of the apartments in the project therein, acting as a group in accordance with the byelaws of the association
- w. **Apartment Owner:** - means the person or persons owning an apartment or the promoter or his nominee in case of unsold apartments in the project and an undivided interest in the common areas and facilities appurtenant to such apartment in the percentage specified in the Deed of Apartment
- x. **Force Majeure:** – means Non-availability of steel, other building material, water or electric supply, ii) War, civil commotion or act of God; iii) Pandemic iv) Lockdown v) Any notice, order, rule, notification of the Government and/or other public or competent authority which prohibits promoter from undertaking construction on Project or any approval for Project, iv) The Promoter herein is also entitled for extension of time for handing over possession of the said apartment as may be permitted by the Regulatory authority under provisions of section 6 of the Real Estate (Regulation and Development) Act, 2016.

2. The Promoter Company has acquired a piece and parcel of land admeasuring 12117 sq. meters located at Plot no. R-9-B, (HARD WARE SECTOR) HI-TECH DEFENCE AND AEROSPACE PARK, BAGALURU VILLAGE, JALAHOBILI, BANGALORE NORTH TALUK, YELANHANKA, BANGLURU URABAN, KARNATAKA-562149, FROM KIADB.

3. The Applicant(s) has made this application requesting for allotment of a Unit in the **Project as mentioned above.**

4. **M/S At Homes Enterprises** reserve the right to either allot or reject to allot the unit as requested by the applicant (s) and is subject to availability of such unit.

5. This application will be processed by **M/S At Homes Enterprises** only after the realization of the booking amount mentioned in the payment details. the stamp duty payable for the sale agreement as applicable from time to time shall be borne the applicant

6. Applicable bank charges will be levied for outstation Cheques. This booking will automatically stand cancelled if the payment made under this is returned unpaid.

7. By signing the application form, the applicant(s) affirm that they have visited and inspected the location of the project and is (are) satisfied with the same. The applicant(s) also affirm that he/she/they have understood the scheme of development and aware of the developments in the surrounding and the neighbourhood of the project.

8. The Applicant(s) shall execute the Sale Agreements within 30 (Thirty) days from the date of allotment. In case of a failure to execute the Sale agreements within the prescribed period as above, the applicant(s) hereby confirm that they have deemed to have accepted the terms and conditions in the Sale Agreement. At the time of execution of Sale Agreements, the Applicant(s) shall be bound to execute a separate Maintenance Agreement for **M/S At Homes Enterprises**

9. In case the Sale agreement is not executed within thirty days from the date of this application, then the date of completion of the project will be as determined on the date on which the Sale agreement is executed.

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10. If the applicant(s) does not execute the Sale agreements within a period of 120 days from the date of this application for the booking of the unit, then, **M/S At Homes Enterprises** shall at its option be entitled to cancel the unit. In this event, shall result in automatic cancellation of the allotment along with forfeiture of earnest money which is 10% of total cost of the unit, towards Cancellation charges along with interest for delay payment if any. The applicant(s) shall be liable to pay all taxes, duties and statutory levies of whatsoever. The taxes, duties and statutory levies paid by the applicant(s) cannot be refunded by **M/S At Homes Enterprises**
11. The applicant(s) further agrees that the allotment letter issued by **M/S At Homes Enterprises** is only the provisional allotment letter and will be final only after the applicant(s) execute the Sale agreement and adherence to the payment schedule without any delay or default.
12. Time is of the essence with respect to the Applicant's obligations set out in the Booking Application Form/Sale Agreements, viz., to pay the Sale Consideration, Other charges along with other payments such as stamp duty, registration charges, GST, Swachh Bharat Cess, labour cess etc. without any delay or default.
13. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest. The allottee(s) have to pay that amount to the company at the rate equal to State Bank of India MCLR + 1% plus applicable GST with monthly rests on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment along with applicable GST provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the promoter. The Compound interest may be informed to the allottee/s from time to time and the allottee/s has/have agreed to pay the same as and when demanded
14. No transfer or assignment of the unit will be allowed for a period of six months from the date of this application. Prior to the transfer or assignment, the execution of the agreement and payment of 30% of the total apartment cost is mandatory. The applicants shall be liable to make the payment of transfer fee as fixed by **M/S At Homes Enterprises** as per the policy from time to time.
15. The applicant(s) further agree that no transfer or re assignment will be permitted without the prior approval of **M/S At Homes Enterprises** Request from the applicant for shifting from one unit to another unit either in the same or another project will be made by **M/S At Homes Enterprises** at its sole discretion.
16. The applicant(s) state that in case they decide to cancel the unit, and if same is considered/approved by **M/S At Homes Enterprises**, then **M/S At Homes Enterprises** is entitled to recover 10 % of the total apartment cost, interest accrued and administrative charges, if any, at the time of cancellation. Applicant(s) shall be liable to pay all taxes, duties and statutory levies paid by the applicant(s) cannot be refunded by **M/S At Homes Enterprises**. After cancellation, **M/S At Homes Enterprises** is entitled to allot and sell the unit to any other person and on such terms and conditions as **M/S At Homes Enterprises** deems fit, and to repay the applicant(s) the balance amount, if any within 3 months from the date of resale of the unit without any interest.
17. The time frame for handing over possession provided herein above is tentative and extendable further 6 months subject to payment of all instalments and completion of formalities required. However, in case of delay beyond a period of 6 months and such delay is attributable to the Developer, for reasons other

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than Force Majeure as defined above, the Developer may be liable to pay compensation @ State Bank of India MCLR + 1% plus on the Amount received from the Allottee(s) of the Said Apartment/ convenient shop for the period of further delay after adjustment of interest (if any due in respect of 95% payment). It is, however, agreed that such compensation will only be payable till such time the Developer offers, in writing, to offer letter to take possession of the Said Apartment/convenient shop. The compensation will be paid only to those allottees whose payment was regular and account was not in default status

18. That there will be defect liability period of Five years as per RERA, from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows, normal wear & tear, pest etc. shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue. In case the flat owner(s) has/have made internal changes for the interior of the apartment/unit (including covering of balcony by any means) and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defect liability benefit.
19. That the Buyer shall not raise any construction temporary or permanent in corridor or passage or any other common area or sub- divide or amalgamate the Said Apartment. That the Buyer shall not demolish or cause to be demolished any structure of the Said Apartment or any portion thereof in view of structural safety of the building. That the Buyer shall not remove the floor, roof and any walls of the Said Apartment including load bearing walls and the entire wall, floor, roof and the structure of the same shall remain integral and common with the said apartment above, adjoining and below it and any changes if so made, defect liability will become null and void
20. **M/S At Homes Enterprises** can vary the price of the unsold units at its sole discretion and the same will not be applicable to this applicant.
21. **M/S At Homes Enterprises** shall have the first line on the said unit for all dues payable by the applicant(s)/allottees to **M/S At Homes Enterprises**.
22. The Applicant(s) shall bear all the statutory charges, viz., Stamp Duty, Registration Charges, VAT, GST & SBC etc, with reference to the sale of the Apartment(s) in the Project.
23. The Applicant(s) agree that only written and signed commitments by authorized personnel from **M/S At Homes Enterprises** shall be accepted. And or held valid.
24. **M/S At Homes Enterprises** has no control on the developments that may take place whatsoever, in the adjoining property of the project.

Corporate Address

At Homes Enterprises builder, office at No 401, Kaveri Nilaya, 3rd Main, Bangalore, Main Road, Yelahanka Post, Bangalore 560063. Tel : +91 9718020040

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