



PURI AMANVILAS

SECTOR 89, FARIDABAD



Actual Image of Sports Park and
Artistic Impression of Luxuria Floors

LUXURIA

LUXURY FLOORS AT AMANVILAS

APPLICATION FORM

LUXURY FLOORS



APPLICATION FORM

Date:

To

M/s Puri Constructions Pvt. Ltd.
4-7B, GF, Tolstoy House, Tolstoy Marg
New Delhi-110001

**Sub: Application for Booking/Allotment of Independent Floor(s) at Amanvilas, situated at Sector-89
Faridabad, Haryana**

Dear Sir/Madam,

I/We understand that you are developing/constructing residential floors in the residential plotted colony called "Amanvilas" in Sectors 89, Faridabad, Haryana (hereinafter referred as the said 'Residential Floors'). Your subsidiary company-M/s Fantabulous Town Planners Pvt. Ltd., has obtained a license for developing a Residential Plotted Colony, being License No. 01 of 2015 dated 10.6.2015 from the office of Director General, Town & Country Planning, Haryana. Further you have also applied under applicable Haryana Real Estate (Regulation and Development) rules 2017 for registration of the said project and has obtained the registration vide registration certificate no. 120 of 2017, dated 28-8-17. We understand that the mandatory approvals including Demarcation and Layout approvals have also been obtained, which I/We have perused. We acknowledge and accept M/s Puri Construction Pvt. Ltd., being promoter of project, is entitled to receive all amounts.

I/We also understand that you are fully authorized to sell/transfer/convey/lease/assign and/or agree to sell the whole or part of the said Residential Floors to any third party, as per permission/approval granted by the Department of Town and Country Planning Haryana and competent RERA Authority, and further I/We am/are fully satisfied with the marketable title of the residential floors. I/We understand are in absolute knowledge that the land of pocket C & D, Amanvilas, Sector 89 Faridabad is mortgaged with PNBHFL & Axis Bank by M/s Puri Constructions Pvt. Ltd. for obtaining Finance & bank guarantee facility. I/We understand that the company shall get the land released from them at the time of execution and registration of Conveyance Deed in favor of respective floors. I/We understand and have taken legal opinion for the laws pertaining to the development, sale and purchase of residential floors as per the applicable laws of Haryana and are making this application after taking due cognizance of all applicable laws and notifications with regard to the purchase of residential floors in Haryana.

I/We request you to book one Residential Independent Floor in the NPNL/General plot category under the agreed Schedule of Payments/Payment Plan. I/We have read and understood the terms and conditions of this application form, stated hereinafter and am/are agreeable to the same.

I/We enclose herewith a sum of Rs. (Rupees..... only) by Bank Draft/Cheque no. dated drawn on in favouring "M/s Puri Construction Pvt. Ltd. A/c Amanvilas" payable at New Delhi as booking amount forming part of earnest money along with applicable taxes for the allotment, issued by my/our banker or by the banker of co-applicant.

I/We agree that in case of allotment of a residential Independent Floor [hereinafter referred to as 'Floor'], I/ We agree to pay the Total Sales Price of the Floor as stated hereinafter and all other amounts, charges and dues as per the payment plan/Schedule of Payment opted by me/us and/or as and when demanded by you. I/We agree unconditionally to sign and execute and register the Floor Buyers Agreement, containing the terms of sale within 30 [thirty days] of the completing payment of 10% of Total Sales Price.

Applicant

Co-Applicant

Co-Applicant

I/We have clearly understood that by submitting this Application Form, I/We have not become entitled to allotment of the said Floor in the said Residential Colony as the application form only constitute an offer to purchase notwithstanding the fact that you may have issued receipt(s) in acknowledgement of the money tendered with/in pursuance to this application form, but terms as mentioned in this application shall govern the relationship between the parties.

I/We further understand that it is only after issuance of the allotment letter i.e. the acceptance of your offer and subject to terms and conditions stipulated in Application Form/Allotment Letter, the allotment of said Floor shall be deemed to have been made in my/our favour. If I/We fail to execute and register the Floor Buyer Agreement within the 30 [thirty] days from the date of completing payment of 10% of total sale price, then you will have the discretion to treat this Application Form and the Allotment made, if any, as cancelled. Upon such cancellation the earnest money as defined in the terms and conditions of the application form, shall stand forfeited, irrespective of the fact allotment has been made or not.

I/We hereby acknowledge that I/We have made the necessary inquiries from the office of the DGT&CP, Haryana and RERA Authority and you have provided to me/us all the information and clarifications as sought by me/us and other necessary information and also all the approvals of the said project and stage wise completion of project including provisions for civic infrastructure have been perused by me/us which are displayed on the notice board at Site office at Faridabad and also available at Head office at Delhi and I/We being wholly satisfied with the same and I/We have relied on my/our own due diligence, investigation and legal advise with respect to the title of land, location, designs, specifications, price, payment plan, infrastructure (external and internal) etc., the terms and conditions of the sale agreement to be entered into at the appropriate stage of the project and I/We am/are not influenced by and relying upon the architects' plans, any advertisements, Company's promotional material representations of the Brokers/Company etc. I/We have gone through the Licence No. 1 of 2015 issued by the office of Director General Town and Country Planning, Haryana for developing the said residential plotted Township, which is also available on the website of Department of Town and Country Planning Haryana i.e. tcp.haryana.gov.in and also the registration certificate issued by RERA Authority, Haryana in favour of the company and after fully satisfying myself/ourselves on all parameters have made the booking.

I/We further understand that this Application Form/Offer will be deemed as valid and proper only on realization of the amount tendered with this Application Form/Offer.

I/We further understand and agree that I/We shall always be responsible and liable to make payment as statutory and mandatory towards all taxes, cesses, levies or any other charge(s) paid/payable by the company to State Agencies by whatsoever name, as applicable on the date of Booking/Application/Floor Buyers Agreement/Conveyance Deed and/or imposed retrospectively or prospectively on the said Floor/Residential Floors/Project/Plot, which have not been accounted for in the Sales Price and non-payment of same shall result in cancellation of the allotment/purchase at any stage including after execution of Conveyance Deed.

I/We further agree to abide by the terms and conditions of this application form including those pertaining to payment of Total Sales Price and forfeiture of earnest money as laid down herein and/or in the Agreement.

Applicant

Co-Applicant

Co-Applicant

RESIDENTIAL FLOORS

THE PARTICULARS OF THE APPLICANT[S]

SOLE OR FIRST APPLICANT

Mr./Ms./Mrs.: [REDACTED]

S/o, D/o, W/o Mr./Mrs.: [REDACTED]

Date of Birth: [REDACTED] Profession: [REDACTED]

Nationality: [REDACTED] PAN No.: [REDACTED]

RECENT (COLOR)
PASSPORT SIZE
PHOTOGRAPH
OF THE
1ST APPLICANT

(Copy Enclosed)

Residential Status : Resident/Non-Resident/Foreign National of Indian Origin

Residential Address: [REDACTED]

[REDACTED]

[REDACTED] Pin Code: [REDACTED]

Phone: [REDACTED] Mobile: [REDACTED]

Fax: [REDACTED] E-Mail: [REDACTED]

Correspondence Address: [REDACTED]

[REDACTED]

[REDACTED] Pin Code: [REDACTED]

Phone: [REDACTED] Mobile: [REDACTED]

Fax: [REDACTED] E-Mail: [REDACTED]

RESIDENTIAL FLOORS

THE PARTICULARS OF THE APPLICANT[S]

SECOND APPLICANT

Mr./Ms./Mrs.:

S/o, D/o, W/o Mr./Mrs.:

Date of Birth: Profession:

Nationality: PAN No.:

RECENT (COLOR)
PASSPORT SIZE
PHOTOGRAPH
OF THE
2ND APPLICANT

(Copy Enclosed)

Residential Status : Resident/Non-Resident/Foreign National of Indian Origin

Residential Address:

Pin Code:

Phone: Mobile:

Fax: E-Mail:

Correspondence Address:

Pin Code:

Phone: Mobile:

Fax: E-Mail:

RESIDENTIAL FLOORS

THE PARTICULARS OF THE APPLICANT[S]

THIRD APPLICANT

Mr./Ms./Mrs.:

S/o, D/o, W/o Mr./Mrs.:

Date of Birth: Profession:

Nationality: PAN No.:

RECENT (COLOR)
PASSPORT SIZE
PHOTOGRAPH
OF THE
2ND APPLICANT

(Copy Enclosed)

Residential Status : Resident/Non-Resident/Foreign National of Indian Origin

Residential Address:

Pin Code:

Phone: Mobile:

Fax: E-Mail:

Correspondence Address:

Pin Code:

Phone: Mobile:

Fax: E-Mail:

Applicant[Partnership]

M/s.: [REDACTED]
a partnership firm constituted under The Indian Partnership Act, 1932 (Copy of the Partnership Deed enclosed)
having its place of [REDACTED] business at [REDACTED]
[REDACTED] through
its partner Shri/Smt. [REDACTED] authorized by letter of authority
dated [REDACTED] (copy enclosed). PAN No. [REDACTED] (Copy enclosed)
Telephone: [REDACTED] Mobile: [REDACTED]
Email Id: [REDACTED]

Applicant[Company]

M/s. [REDACTED]
a Company registered under The Companies Act, as may be applicable having its registered office at
[REDACTED] through its duly
authorized signatory Shri/Smt. [REDACTED] authorized by a
resolution passed by the Board of Director dated [REDACTED] (copy enclosed).
PAN No.: [REDACTED] (Copy enclosed)
Office Telephone: [REDACTED] Mobile: [REDACTED]
Email Id: [REDACTED]

(A copy of the Board Resolution, Memorandum & Articles of Association as well as Certificate of Incorporation of the Company enclosed).

RESIDENTIAL FLOORS

Independent Floors

Please tick (✓) your preference

Plot Area*	Type	Salable Area sq.ft./sq.mt.	Carpet Area sq.ft./sq.mt.	Preferred Floor	Total Sales Price (₹)	GST (₹)	Grand Total (₹)
	sq.ft.sq.mt.sq.ft.sq.mt.				

*The areas mentioned hereinabove are representative/indicative/rounded off for broader categorization, which may vary as per actual plot size of allocated/allotted unit. However area committed in Agreement will not undergo any change, except minor variations due to physical site conditions/demarcation beyond the control of the Company.

I/We shall be liable to make payment of the following charges in addition to the Total Sale Price at the time of Offer of Possession as the same has not been accounted for in the Total Sale Price or under any other head, as these charges can not be ascertained at the time of booking and shall be demanded at the time of Offer of Possession, as applicable at that relevant time :

Stamp Duty, Registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the Floor in favour of the Applicant(s) to be communicated at the time of Offer of Possession of the Floor, as applicable at that relevant time.

Any other tax/cess/levy/penalty/charge(s)/IAC/ statutory charge(s)/charge(s) incurred for making compliance with any subsequent law/notification or any current law/notification made applicable to the Project/Floor/Building/Plot etc., and/or incurred in any way and not charged from allottee, shall be charged extra and will be communicated.

Presently, construction of immovable property services are leviable to GST at the rate of 18% after deduction on account of value of land which is considered as 33% of the total value charged from the buyer. Therefore, effective rate of tax is 12%. Further, the company is eligible for input tax credit on procurement of input and input services which is charged at different rates ranging from 12% to 28%. The company has factored the input tax credit available to it while computing the cost of the project. The company presently enters into contract with allottees wherein GST is charged over and above contract price.

However, as per the minutes of 32nd GST council meeting, a seven member Group of Ministers shall be constituted to examine the proposal of giving a composition scheme to boost the residential segment of the real estate sector.

In case the government comes up with composition levy for real estate sector, it may have following conditions attached to the scheme:

- Service provider will not be eligible for input tax credit
- Service provider shall not collect any tax from the recipient on supplies made by him

However, the final decision on taxation scheme of real estate is yet to be discussed and finalised by the Group of ministers. In case the Group will come up with a scheme wherein the input tax credit will not be eligible for the company, the same will become cost. We have tabulated an illustration herein below:

Particulars	Present Scenario	Future Scenario
Cost of unit excluding GST on inputs/ input services(A)	100	100
GST on inputs/ input services(B)	8	8
Input tax credit (assumed) (C)	8	0
Total cost of unit(A+B-C)	100	108

As depicted above, the cost of unit will increase in case the government denies input tax credit on construction services. Therefore, company will consider the same while deriving the cost for the unit and hence, the price for the unit will be adjusted / charged accordingly. It is clarified that the above is only our best understanding of what is a complex issue as on date and the fundamental underlying principle with respect to the above is that any increase in cost/ any additional liability to the company as a result of change in taxation policy shall be borne additionally by the allottee.

Applicant

Co-Applicant

Co-Applicant

PAYMENT PLAN

LUXURIA		
S. No.	Stage	Stage Payment
1.	Application Amount	3 lacs including GST
2.	Within 45 days from Application	10% of Total sales value including application amount and Registration of the BBA
3.	Within 3 months from Application	10% of the Total sales value
4.	Within 5 months from Application	10% of the Total sales value
5.	Within 7 months from Application / On Start of Excavation	10% of the Total sales value
6.	Within 10 months from Application / On Completion of Ground Floor Roof Slab	10% of the Total sales value
7.	Within 13 months from Application / On Completion of Second Floor Roof Slab	10% of the Total sales value
8.	Within 16 months from Application /On Completion of Structure	10% of the Total sales value
9.	Within 19 months from Application /On Start of External Plaster	10% of the Total sales value
10.	Within 22 months from Application /On Completion of Internal Tiling Work	10% of the Total sales value
11.	On offer of Possession	10% of the Total sales value

Notes:

1. Stamp Duty and Registration charges as applicable.
2. Demand against above mentioned stage(s) shall be sent against the event which would occur later at each stage.

Applicant

Co-Applicant

Co-Applicant

FOR OFFICE USE ONLY

(Not to be filled by applicant)

Unit No. Allotted	<input type="text"/>	Area	<input type="text"/>
Total Sales Price	₹ <input type="text"/>	GST	₹ <input type="text"/> G. Total ₹ <input type="text"/>

Booking done by (Tick [✓] as applicable)

Direct:

Name and sign with date & time of the Company official who has booked the Floor

Through Agent:

Agent's Name & Address

HRERA Registration No. Agent's Stamp

Name and sign. with date & time of the Company official who has booked the Floor

Number/Details of Floor Allotted

New Client Existing Client Existing property details

Remarks

Checklist for Receiving Sales Executive

	Yes	No		Yes	No
1. Floor cost details-checked & confirmed	<input type="checkbox"/>	<input type="checkbox"/>	7. Documents related to NRI/PIO received	<input type="checkbox"/>	<input type="checkbox"/>
2. Duly filled Application with date and time	<input type="checkbox"/>	<input type="checkbox"/>	8. Documents related to Co./HUF/Firm/Trust received	<input type="checkbox"/>	<input type="checkbox"/>
3. Application Money Details duly filled in	<input type="checkbox"/>	<input type="checkbox"/>	9. Opted payment plan	<input type="checkbox"/>	<input type="checkbox"/>
4. Applicants' signature taken on all the pages	<input type="checkbox"/>	<input type="checkbox"/>	10. Remarks/Exception, if any	<input type="checkbox"/>	<input type="checkbox"/>
5. PAN Copy [of all applicants] received	<input type="checkbox"/>	<input type="checkbox"/>	11. Broker Stamp/Signature/Card taken	<input type="checkbox"/>	<input type="checkbox"/>
6. Address Proof [of all applicants] received	<input type="checkbox"/>	<input type="checkbox"/>	12. Passport Size photograph affixed at given space	<input type="checkbox"/>	<input type="checkbox"/>

For Puri Construction Pvt. Ltd.

(Authorized Signatory)

Date:

Applicant

Co-Applicant

Co-Applicant

RESIDENTIAL FLOORS

TERMS AND CONDITIONS

AGREED/APPLICABLE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR BOOKING OF A FLOOR IN PROJECT AMANVILAS

(The terms and conditions given below shall be more comprehensively set out in the Floor Buyers Agreement which upon execution & Registration shall supersede the same. For all intents and purposes and for the purpose of the terms and conditions set out in this Application form, singular includes plural and masculine includes feminine gender)

1. DEFINITIONS:

"Agreement" means the Floor Buyers Agreement/Buyer Agreement/Sale Agreement/Builder Buyer Agreement to be executed between the Applicant and the Company, draft of which is available at the head office of the company.

"Applicant" means person(s)/entity, applying for booking of the said Floor, whose particulars are set out in this Application Form and who has appended his signature in acknowledgement of having agreed to the terms and conditions set out in this Application Form.

"Application Form" means whole of this Application Form including all annexures, schedules, terms and conditions for allotment of the said Floor in the said Residential Plotted Colony.

"Carpet area" means the net usable floor area of an apartment/a floor, 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 apartment;

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an floor, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an floor, meant for the exclusive use of the allottee;

"Company" means the company to which this application form is addressed above and/or Puri Construction Pvt. Ltd. and includes its subsidiary company Licensee – M/s Fantabulous Town Planners Pvt. Ltd., its affiliates and collaborators or as may be defined in the Floor Buyer Agreement.

"Earnest Money" Means 20% of the Total Sales Price of the said Floor.

"Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and/or which adversely affects the Company's ability to perform obligations under this Application form, which shall include but not be limited to:

- (a) acts of God i.e. fire, heavy rainfall, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, acts of terrorism;
- (c) strikes or lock outs, industrial disputes;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (g) any legislation, order, rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Residential Floors said Building 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 a competent court or; for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.
- (i) non availability of labour due to religious festivals.

Applicant

Co-Applicant

Co-Applicant

"said Floor" shall mean the specific Floor applied for by the applicant in the said Building, details of which has been set out in the Application Form and includes any alternative Floor, if allotted to the Applicant in lieu of the one applied for.

"said Building" means the building in the said Residential Floors, as mentioned in this Application Form in which the said Floor may be located.

"Saleable Area" for the purpose of calculating the Sale Price in respect of the Said Independent Floor/Unit shall be the sum of Carpet Area of the Said Independent Floor/Unit, and the area covered by the external walls, areas under services shafts, exclusive balcony or verandah and exclusive open terrace area, area under walls, columns, balconies, decks, pergolas, cupboards and lofts etc. and half the area of common walls with other premises/Independent Floor/Unit, and its pro-rata share of Common Areas in the entire Said Building constructed on the specified plot and Common Areas shall mean all such parts/areas in the Said Building which the Allottee(s) shall use by sharing with other occupants of building including lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to lift machine room, overhead water tanks, underground water tanks & pump room, and architectural features, if provided.

It is specifically made clear that the computation of Saleable Area of the Said Independent Floor/Unit does not include the following:

- a) Any area outside the plot area;
- b) Roof/Top terrace above top Independent Floor/Unit excluding exclusive terraces allotted to allottee of any Independent Floor/Unit.
- c) Garden Space and back courtyard for the ground floor unit.

It is further clarified that the Carpet Area/Saleable Area mentioned in the Application Form is tentative and may vary as per prescribed limit and for the purpose of computing Total Sale Price in respect of Said Independent Floor/Unit saleable area has been used.

The saleable area mentioned in the Buyer Agreement shall not undergo any change, except as prescribed under law.

2. Subject to the terms and conditions of this Application Form/ Floor Buyers Agreement, on and after the payment of the Total Sale Price and other charges and dues as per the Application Form/Floor Buyers Agreement, the Applicant shall have the
 - i) ownership of the Saleable area of the said Floor; ii) undivided interest and the right to use common areas and facilities in the Building in which the said Floor will be located (hereinafter referred to as the Said Building) along with other Floor owners; iii) right to exclusive use of the dedicated one car Parking Space; and iv) undivided proportionate interest in the plot area of the Said Building calculated in the ratio of saleable area of the said Floor to the total saleable area of all the Floors in the Said Building (Although the Applicant shall not be making any payment towards the land). It is also agreed between the parties that the valuation of floor on NPNL plot category is the sum total of proportionate rate of plot determined by competent authorities and costs for various other services viz architectural services, construction costs, administrative costs etc. The total price of the floor shall undergo change in the event of disallowance of input tax credit/charge in rate of GST, as explained on page 7 of application form.
3. Any increase and/or enhancement in the EDC & IDC or any other such statutory dues paid by company even after execution of conveyance deed by whatever name called, even with retrospective effect, shall be payable by the Applicant proportionate to the plot area to the total area of all such plots of the project subjected to such EDC & IDC or any other statutory dues. The pro rata demand made by the Company to the Applicant with regard to such dues shall be final and binding on the Applicant. If the same is not paid within the stipulated time, such default shall be treated as non-payment of the charges as per the Application Form/Agreement and the Company shall be entitled to cancel the Allotment/Agreement and forfeit the Earnest Money. If such statutory dues including IAC, are levied (including with retrospective effect) after the Conveyance Deed has been executed then the same shall be treated as unpaid sale price of the said Floor and the Company shall have the first charge and lien over the said Floor and to get the Conveyance Deed cancelled on this ground.
4. The Applicant further agrees and understands that the Company shall have the option to choose specific brands of fittings and the Applicant shall not have the right to raise any dispute or claim with regard to the same.
5. The Applicant understands that the parking space that may be allocated to the Applicant shall be an integral part of the Said Floor which cannot be sold/dealt with independently or separately.

Applicant

Co-Applicant

Co-Applicant

6. The Applicant agrees that time is of the essence of the Agreement for all payments to be made by the Applicant including the Total Sale Price and all other amounts, charges and dues, as mentioned in this Application Form/Floor Buyers Agreement and any delay in making instalments shall be construed as material breach of the agreed terms and conditions of Application Form and/or Agreement.
7. The applicant understands that though the layout plan, demarcation and zoning plans, for the colony have been approved by the competent authorities and he has seen and accepted the plans and has applied for the allotment of the Said Floor with the specific knowledge that the plans, designs, specifications, measurements, dimensions, location and number of the Said Floor and/or the Said Building, Floor plans etc. are liable to change, alteration, modification, revision, addition, deletion, substitution or recast due to changes/modification required by the competent/various statutory authorities/changes in law or for any other legally permissible reason. The Applicant hereby agrees that the Company is fully entitled to make such changes as required by the statutory authorities and the applicant waives his right to object to the same.
8. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, GST, fire tax, fees, labour cess, surcharge or levies of all and any kind by whatever name called, levied or leviable in future, retrospectively or prospectively by the Government, municipal authority or any other governmental authority on the Said Residential Floors/Said Building/Said Floor or land appurtenant thereto, as the case may be, as assessable or applicable from the date of the Application Form. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the applicant till the Said Floor is assessed separately.
9. The applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its discretion put the construction of the complete or part of the project in abeyance and terminate/alter/vary the terms and conditions of this Application Form/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application Form/Agreement.
10. Subject to other terms of this Application Form and/or the Agreement including but not limited to clauses mentioned above and timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application Form/Agreement, the Company shall endeavor to complete the construction of the Said Floor and apply for Occupation Certificate from the competent authority within forty eight (48) months from the date of receipt of application form. Upon receiving the Occupation Certificate the Company shall Offer the Possession of the Said Floor to the applicant. Any delay by the Company in completing the construction/applying for Occupation Certificate within stipulated period shall attract penal interest at rate of state bank of india's highest marginal cost of lending rate plus 2% and any delay in making payment of demanded instalments shall also attract the same penalty of penal simple interest calculated at rate of state bank of india's highest marginal cost of lending rate plus 2%. The adjustment of such compensation after deducting any waiver of interest, shall be done at the time of execution of the Conveyance Deed which will be executed and got registered in favour of the Applicant within reasonable period of time after the Said Floor has been constructed and after full price thereof and all other sums/charges have been paid by the Applicant. The cost of stamp duty, registration charges etc., as applicable, shall be borne by the Applicant. Subject to other terms and conditions of the Agreement, in case the Company does not apply for Occupation Certificate within the stipulated time of 48 months, then the Applicant shall be entitled to interest at rate of state bank of india's highest marginal cost of lending rate plus 2% on the amounts paid to the Company for the period of delay.
11. The Applicant shall be liable to pay all fees, duties expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the Agreement/Conveyance Deed of the Said Floor, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, Applicant fails to deposit such amounts demanded within the period mentioned in the demand letter or in case of dishonor of cheques paid by the Applicant, the Company shall have the right to cancel the allotment of the Said Floor and forfeit the Earnest Money, and refund the balance amount, if any, to the Applicant, without any interest provided that the Applicant is not in breach of any terms of this Application Form/Agreement.

Applicant

Co-Applicant

Co-Applicant

12. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money or any amount of payment/amount received towards Earnest Money, by whatever name called, in case of non- fulfillment/breach of the terms and conditions (including non remittance of the installment due) of the Application Form and/or the Agreement including withdrawal of the Application Form, as detailed above, and also in the event of the failure by the applicant to sign and register the Agreement within the stipulated period or the allotment or booking or agreement is cancelled/terminated for any reason whatsoever. If the applicant causes disrepute to the Project/Company, in any way then the Company shall be entitled to terminate the Allotment/Agreement by refunding the amounts received from the Applicant without any interest, as per opinion or discretion of the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Floor. The Company shall thereafter be free to resell and/or deal with the Said Floor in any manner whatsoever. The Company shall at all times have the first lien and charge on the Said Floor for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the applicant is less than the Earnest Money then the Applicant agrees and undertakes to make the payment of the difference amount forthwith at the first written request from the Company. Timely payment of installments as per the Payment Plan shall be the essence of this transaction. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment and failure to make full/complete payments of instalments shall invoke the cancellation of the allotment/booking and forfeiture of the earnest money as mentioned herein above.
13. That the Applicant(s) understands and agrees that the Company shall not entertain any transfer/nomination/assignment request until and unless the Applicant(s) has paid at least 20% of Sales Price to the Company and the same shall be at the sole discretion of the Company, upon payment of charges as applicable from time to time, who may grant or refuse permission and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission. The first transfer of property shall not attract any administrative charges.
14. The Company shall not receive any cheque from any other person other than issued from the bank account of any of Applicant and refund, if any, shall also be only made in the name of any of Applicant subject to no objection by other applicants. The Company may condone the dishonor of a cheque in exceptional circumstances subject to the Allottee paying a penalty of ₹5000/-along with applicable GST for each such dishonor apart from penal interest for the period of delay in payment.
15. That the Applicant(s) understands, agrees and undertakes that, if required by the Company, the Applicant(s) shall on his own apply directly to Dakshin Haryana Bijli Vitran Nigam ("DHBVN")/Haryana Vidyut Prasaran Nigam ("HVPN")/State Electricity Boards ("SEBs")/any other electricity distributing agencies for getting an electricity connection.
16. The Company may, at its discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Applicant to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Company may impose. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/transfer/assignment of the Said Floor. However, in the event of any imposition of such executive instructions at anytime after the date of this Application Form to restrict nomination/transfer/assignment of the Said Floor by any authority, the Company will have to comply with the same and the Applicant has specifically agreed to the same.
17. The Applicant agrees that the Company shall have the right to raise finance/loan from any financial institution/ bank by way of mortgage/charge/securitization of receivables of the Said Floor/Project/Land subject to the Said Floor being free of any encumbrances at the time of execution of conveyance deed. The Company shall always have the first lien/charge on the Said Floor for all its dues and other sums payable by the Applicant.
18. The Applicant may obtain finance from any financial institution/bank or any other source on its own without any aid from company but the Applicant's obligation to purchase the Said Floor pursuant to this Agreement shall not be contingent on the Applicant's ability or competency to obtain such financing and financial institutions' discretion of approving the project the Applicant will remain bound under this Agreement whether or not he has been able to obtain financing for the purchase of the Said Floor. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Applicant with the financial institution/ bank without recourse to or involving the Company. The Company shall not be liable for refusal by any financial institution to advance any loan/finance to the applicant, for any reason whatsoever. The company shall guide the applicant to obtain loan/finance from the financial institutions, who have approved the project.

Applicant

Co-Applicant

Co-Applicant

19. (a) The Applicant agrees that in case the Applicant is an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company then all remittances, acquisition/transfer of the Said Floor, any refund, transfer of security etc., 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 and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
- (b) The applicant confirms and represents that the applicant is buying the said Unit for the consideration as aforesaid from his lawfully earned and declared sources of income, duly declared and subject to tax and no part of his income/investment bears any taint punishable under the Prevention of Money Laundering Act, 2002/Benami Transactions (Prohibition) Act, 2016.
20. The Applicant agrees to inform the Company in writing any change in the mailing address mentioned in this Application Form alongwith new address proof, failing which all letters by the Company shall be mailed to the address given in this Application Form and deemed to have been received by the Applicant. In case of joint applicants communication sent to the first named Applicant in this Application Form shall be deemed to have been sent to all Applicants.
21. The Applicant hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant. The Applicant shall make payment(s) of all such amounts as demanded by the Company pertaining to any statutory charge(s)/tax/cess/levy etc. which has not been accounted for and which has not been paid by the Applicant.
22. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application Form and/or the Agreement and the Applicant is required to comply with all its obligations on its own.
23. The Applicant(s) declares and affirms that in case of joint Applicant's failure to pay by anyone shall be deemed as failure to pay by both/all and the joint applicants shall be treated as one single person for the purpose of this Application Form and both/all shall be liable for the consequences jointly as well severally. Any notice/communication to the first Applicant shall be deemed as notice to both/all the Applicants.
24. The Company shall make the best endeavours to facilitate the total completion of all the external services by HUDA, a government agency, in the periphery of the township/colony, however the onus and sole responsibility of the completion of all the external services is with HUDA and the Company is not be held liable for the same.
25. This Application Form has been made at Faridabad and Faridabad courts alone shall have the jurisdiction in all matters arising out of or touching and/or concerning this transaction.
26. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form/Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be adjudicated upon and settled through the adjudicating officer appointed under the applicable RERA rules and act and the redressal mechanism provided therein and no party shall not be entitled to invoke the jurisdiction of any other forum including but not limited to Consumer Forum, Police authorities.
27. The applicant admits, accepts and acknowledges that in the event of any issue with respect to the unit including but not limited to refund, delay in possession of the unit, non provision of any amenity shall be governed and adjudicated only and only by Haryana Real Estate Regulatory Authority, to the exclusion of all other courts, tribunal, judicial and quasi judicial bodies and authorities.
28. The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Applicant

Co-Applicant

Co-Applicant

Call **1800 212 6233**



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Disclaimer: All site plans, specifications, dimension, design, measurement and location are indicative and are subject to change as may be decided by the company or competent authority. Revision, Alteration, Modification, Addition, Deletion, Substitution or Recast if any may be necessary during constructions.