

### **APPLICATION FORM**

From,

Date: \_\_\_\_\_

To,

## Mirage Infra Limited

SCO: 18-19, Sector: 28C, Chandigarh: 160002.

Dear Sirs,

Re: Application For an office Space in Premium Retail & Office Hub to be known as "Acropolis" being constructed on the property bearing Plot No. 68 admeasuring 3.97 acres situated at Industrial Area, Phase I, Chandigarh.

I/We request that I/we may be allotted one commercial space admeasuring \_\_\_\_\_\_\_ sq. ft. saleable area on the \_\_\_\_\_\_ floor of the building to be known as "Acropolis" in your captioned property. I/We have understood the offer made by your goodself completely and I/We do hereby agree to pay the required Basic Sale price of Rs. \_\_\_\_\_\_ ( Rupees \_\_\_\_\_\_\_ only ). Apart from this, I /We do understand that I / We shall be liable to pay the charges for Stilt /Open Parking/ Space No. and for PLC, if any, I/We have understood the payment plan as provided by the company and do hereby agree to strictly adhere to the same.

I/We have thoroughly read and clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of the space notwithstanding the fact that M/s Mirage Infra Limited (Hereinafter referred to as "the Company") may have issued a receipt in acknowledgement of the booking amount tendered with the application and encashed the same. It is only after I/We am/are issued the Allotment Letter (mentioned hereunder) from the Company, as per the Company's standard format that the allotment shall become binding upon the Company and it is only after that any right / interest shall come to vest in myself/ourself. If, however, I/We withdraw/cancel this application or I/We fail to execute and return the Agreement to Sell/Space Buyer's Agreement within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the Earnest Money being 15 % of the Basic Sales Price paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the Project has already been approved by local authority and the building plans have been duly sanctioned by the concerned local authority. However, despite this, I/We have instructed the Company that if for any reason including some discrepancy in building plans or rejection of application by the any other authority without which the present project cannot be undertaken or proceeded with and the Company is not in a position to finally allot an apartment applied for within a period of six months from the date hereof, I/We would like to have refund of the amount deposited with simple interest at the rate of 8 % per annum calculated for the period for which such amounts have been lying with the Company [interest to be calculated from the date of encashment of the respective cheques as per the Payment plan ('Interest Commencement Period')]; from the date of encashment of amount in Company's bank account. The Interest shall be payable by the Company only if I/We make timely payment as per the Payment Plan attached hereto and not otherwise and in such case only the principal amount would be refunded.

I/We have clearly understood and agreed that this application form will be processed by the Company only after payment/realisation of booking amount of Rs. \_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_only) as specified in the Payment Plan together with application form complete in all respects.

My/Our particulars as attached hereto may be recorded for reference and communications:

I/We enclose herewith a Cheque/Demand Draft/Pay Order for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_\_ only) drawn in favour of \_\_\_\_\_\_, towards the application money payable('the Application Money.')

Yours faithfully,

2nd Applicant (Signature of the 2nd Applicant)



# PARTICULARS OF APPLICANT/S

For 1<sup>st</sup> Applicant:

Self Attested Photograph crossed on form and photograph

Name/s	1.
Husband's/Father's Name	
Name of the Company/Firm (Incase of a Company/Firm)	
Address	
Address for Correspondence	
Tel. No.	
Fax No.	
Mobile	
PAN NO.	
E-mail ID	
VAT/CST Registration no (provide	
Registration certificate copy)	
Service Tax Registration No.	
Person to be contacted	
Residential Status	Individual/Company/Partnership Firm NRI/HUF :
Names & Relationship of Family Members incase of Individual/NRI.	
Names of the Directors/ Partners of Company/Partnership Firm (As the case may be) – Treated As Declaration	
Vehicle Owned, if any with complete details of the same	
Bank Account Details of the Applicant with complete Details	



Self Attested Photograph duly crossed on form

For 2<sup>nd</sup> Applicant :

Name/s	1.
Husband's/Father's Name	
Name of the Company/Firm (Incase of a Company/Firm)	
Address	
Address for Correspondence	
Tel. No.	
Fax No.	
Mobile	
PAN NO.	
E-mail ID	
VAT/CST Registration no (provide Registration Certificate copy)	
Service Tax Registration No.	
Person to be contacted	
Residential Status	Individual/Company/Partnership Firm NRI/HUF :
Names & Relationship of Family Members incase of Individual/NRI.	
Names of the Directors/ Partners of Company/Partnership Firm (As the case may be) – Treated As Declaration	
Vehicle Owned, if any with complete details of the same	
Bank Account Details of the Applicant with complete Details	

Add more sheets for any subsequent Co applicants



#### **CONDITIONS OF APPLICATION**

- 1. This Application shall be accompanied by a Cheque/ Demand Draft/Pay Order payable at Chandigarh or at Par, drawn in favour of Mirage Infra Limited, towards the amount of the Application Money payable. If the Applicant/s is/are a Company this application shall be accompanied by their Memorandum & Articles of Association along with a Board Resolution authorizing the purchase of the said commercial space. If the Applicant/s is/are a Partnership Firm the Application shall be accompanied by the Partnership Deed duly signed by all the partners therein. If the Applicant/s is/are a NRI the Application shall be accompanied with a passport copy of the Applicant/s. If the Applicant/s is a Trust this application shall be accompanied by their Resolution of the Trust and/or the Trust Deed, authorizing the purchase of the said Commercial Space.
- This Application constitutes an offer to acquire a Commercial Space on the terms and conditions of allotment and sale thereof as made and laid down by Mirage Infra Limited (hereinafter referred to as "the Company"). The Application does not confer any right of allotment, and the Company reserves the right to accept or reject any Application in its sole discretion and without assigning any reason for the same.
- 3. The Company will communicate its decision to the Applicant/s within 30 (Thirty) Days from the date of receipt of the Sanctioned plan from the concerned authorities. If the Application is not accepted, the Application Money shall be returned. If the applicant/s withdraw/s the application before the issue of the Allotment letter by the Company, the application money shall be return without interest. However, there would be an administrative charge/processing charge of Rs 25 per sq. ft.
- 4. If the Application is accepted by the Company, the Applicant/s will be sent a communication to that effect by way of an Booking letter and thereafter upon further payment of another 10 % of the total cost, the company shall issue an Allotment Letter (hereinafter referred to as "the said Allotment Letter"), and thereafter Apartment Buyer Agreement of the allotted Commercial Space (hereinafter referred to as "the said Agreement") will be executed between the Company and the Applicant/s.
- 5. The Applicant/s agree/s to abide by the terms and conditions set forth in the Allotment Letter and the said Agreements and also agree/s to sign the said Agreement formally accepting the terms of sale The Applicant/s agree/s to comply with all statutory requirements as applicable.
- 6. On acceptance of the Application by the Company, the Application money shall be treated as earnest money. The Applicant/s shall be required to make payments in accordance with the Schedule of Payments as communicated to the applicant.
- All deposits, stamp duties, registration fees, legal charges, escalation costs (if any), outgoings, EDC &IDC, IFMS(interest free maintenance security), property tax, Service Tax, VAT etc., which may be applicable to the transaction, as may be determined by the Company in its sole and unfettered discretion, shall be borne and paid by the Applicant/s in addition to the purchase consideration whenever called for.
- 8. The Applicant/s confirm/s that he/she/it/they is/are aware and have understood the building plan as has been passed /approved by the local authority and he confirms herein that the same is fully acceptable to him in all manners.
- 9. The Applicant/s confirm/s that the Company has specifically informed him/her/them/it that the Company specifically reserves the right to offer the captioned property and/or the buildings and structures being constructed thereon or any part thereof as security to any other credit/financial institution, bank or other person/body, who has or may hereafter advance credit, finance or loans to the Company, and the Applicant/s shall whenever asked for by the Company in this regard, give and grant to the Company, his/her/their/its specific, full, free and unqualified consent and permission for doing the same if so required, and strict compliance of this condition on the part of the Applicant/s shall be of the essence. Failure on the part of the Applicant/s the case may be), and the Company with this essential condition will be treated as a breach of the said Allotment Letter and/or the said Agreement (as the case may be).
- 10. It is expressly clarified, agreed and understood between the Company and the Applicant/s that timely payments of the installments shall be of essence of the present transaction lest interest would be chargeable from the applicant/s as decided by the company which shall be subject to other terms and conditions as specifically decided between the parties. Any default in the payment of the installments shall attract cancellation of the allotment and forfeiture of the amount paid till such time or as may be decided by the company.
- 11. Without prejudice to what is stated hereinabove, it is expressly clarified, agreed and understood that in the event the Applicant/s himself/herself /themselves/itself desire/s to withdraw the Application Form after the date of the said Allotment Letter, he/she/they/it may be do so by communicating the same, in writing, to the Company. In such event, 20 % of the basic sale price shall be forfeited by the company, towards compensation for losses incurred by the Company in this behalf and the Applicant/s shall not be entitled to raise any dispute or objection in this regard.
- 12. The Applicant/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/given in any advertisement or brochure, by the Company and/or its agents to the Applicant/s and/or his/her/ their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this Application Form either expressly, impliedly or by law, shall be deemed to form part of this Application Form or to have induced the Applicant/s to make this Application.
- 13.
- a. The Applicant/s has examined and accepted the plans, designs, specifications of the said Commercial Space which are tentative and the Company shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, as and when required due to any exigencies, technical reasons, site conditions or any other reasons while construction is in progress, which may involve all or any of the changes, such as, change in the position of the said Commercial Space, increase/decrease in size, change in floor-plan, layout, change in its number etc. However, if there is any increase / decrease in the areas, the differential amount will be adjusted / payable on the pro rata basis.
- b. The Applicant/s agree/s and confirms that if in the event of any major alteration/s / modification/s of the building plans resulting in an increase/decrease in the saleable area of the said Commercial Space up to 10% after the plans are approved, in that event such increase/decrease shall be acceptable to the Applicant/s. The Applicant/s agrees that any increase or reduction in the saleable area of the said Commercial Space shall be payable or adjusted against the consideration payable. In case, any change in plans, specifications or location due to change of plans, permission, consent etc. is given by statutory authorities, the same shall be fully binding on the Applicant/s.
- c. If for any reason(s), the Company is not in a position to allot the said Commercial Space applied for namely due to any reasons whatsoever beyond the control of the Company, the Company will refund only the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever.

#### Declaration

If We have fully read and understood the above-mentioned terms and conditions and agree/s to abide by the same. If We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/ us with the terms and conditions that shall be as comprehensively set out in the Agreement of Sell/Apartment Buyer's Agreement, which shall be in addition to the terms and conditions set out in this application and/ or allotment and/or the Agreement to Sell /Apartment Buyer's Agreement of Sell/Apartment Buyer's Agreement are set out in this application and/ or allotment and/or the Agreement to Sell /Apartment Buyer's Agreement more particularly in respect of the installments falling due and I/ We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or allotment and/or the Agreement to Sell /Apartment Buyer's Agreement. I/ We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and lafter giving careful consideration to all facts, terms, conditions and representations made by the Company, I have now signed this Application Form and paid the monies thereof fully conscious of my liabilities and obligations including interest and penalties on late payments and defaults and even leading to forfeiture of money as may be imposed upon me. I/ We further undertake and assure the Company that in the event of cancellation of my/ our allotment either by way of forfeiture or refund of my/ our monies or in any manner, whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/ We shall be left with no right, title, interest or lien on the Apartment applied for and provisionally and/ or finally allotted to me/ us in any manner whatsoever.

Date

Place

Applicant(s)/IntendingAllottee(s) Signature