

Application for Provisional Allotment of Apartment(s) in NCR Green Situated at Sector- 95 Gurgaon, Haryana

To,
Sidhartha Buildhome Pvt. Ltd.
Plot No. - 128, Sector- 44
Gurgaon, Haryana

Self attested
photograph of
Sole/First Applicant

Self attested
photograph of
Second Applicant
(if applicable)

Dear Sir(s)

I/we, the undersigned, request you to book a flat measuring about _____ Sq. Mtr(Sq. Ft.) in super area in my/our name in your upcoming Group Housing Project at Sector- 95 Gurgaon, Haryana as per your terms & conditions, price list and payment schedule which are annexed herewith. I/we have read, understood and signed the annexed terms & conditions, rate card and payment schedule and hereby undertake to be bound by the same. I/we hereby remit a sum of Rs. _____ (Rupees _____ only) by way of Demand Draft/Cheque No. _____ Dated _____ drawn on _____ issued in favour of "M/s. Sidhartha Buildhome Pvt. Ltd.", payable at New Delhi, towards booking of the aforesaid flat.

My/our particulars are given below:

SOLE/ FIRST APPLICANT (Compulsory to fill all the details along with passport size photograph)

M/s/Mr./Ms. _____
S/W/D of _____
Guardian's Name (if minor) _____
Date of Birth _____ Nationality _____
PAN _____ Ward/Circle/Range (where assessed) _____
Occupation: Service () Profession () Business () Student () Housewife () Any Other _____ (Please Specify)
Residential Status: () Resident () Non-Resident Indian () Foreign National of Indian Origin () Others (Please Specify)
Correspondence Address _____ Pin _____
Permanent Address _____ Pin _____
Phone No. _____ STD/ISD Code _____
Office Address _____ Pin _____
Contact No.: Office _____ Residence _____ Mobile _____
Fax _____ Email _____

SECOND APPLICANT (Compulsory to fill all the details along with passport size photograph)

M/s/Mr./Ms. _____
S/W/D of _____
Guardian's Name (if minor) _____
Date of Birth _____ Nationality _____
PAN _____ Ward/Circle/Range (where assessed) _____
Occupation: Service () Profession () Business () Student () Housewife () Any Other _____ (Please Specify)
Residential Status: () Resident () Non-Resident Indian () Foreign National of Indian Origin () Others (Please Specify)
Correspondence Address _____ Pin _____
Permanent Address _____ Pin _____
Phone No. _____ STD/ISD Code _____
Office Address _____ Pin _____

Contact No.: Office _____ Residence _____ Mobile _____
Fax _____ Email _____

FLAT DETAILS

Size of Flat: _____ Sq. Mtr(Sq. Ft.) in Super Area
Basic Price: Rs. _____ (Rupees _____ only) per Square Feet of Super Area
Mode of Booking: Direct () _____ Broker () _____
Company Executive: _____

I/we enclose herewith, self-attested copies of following documents for your records and reference

- (i) Ration Cards/Voter's Identity Cards
- (ii) PAN Cards
- (iii) Specimen signatures duly verified by bankers (in original) (additional documents in cases of artificial persons like companies, societies etc.)
- (iv) Memorandum and Articles of Association
- (v) Resolution in favour of signatory passed by Board/Governing Body (in original) (additional documents in cases of partnership firms)
- (vi) Partnership deed
- (vii) Letter of authority signed by all partners in favour of signatory (additional documents in cases of Foreign Nationals & NRIs)
- (viii) Passport & document regarding payment through NRE/NRO/FCNR account

I/we, the above Applicant(s), declare that the particulars given hereinabove are true and correct to my/our knowledge and nothing material has been concealed therefrom.

Date: _____ [Signature of First/Sole Applicant] [Signature of the Second Applicant, if any]

Particulars of Dealer/Broker/Facilitator/Intermediary (if any)

- (i) Name: _____
- (ii) Address: _____
- (iii) Phone No.: _____

Signature with rubber seal
Name of Signatory _____
Designation _____

For office use only

Application received on _____ by _____
Cheque/draft for booking amount cleared on _____

Terms & Conditions for booking of Unit/Flat (i.e., 'said flat')

1. The Applicant has checked, verified and appraised himself with all the applicable laws, rules, regulations, notifications, circulars, zoning plan and policies of Government regarding construction and Development of the said project and sale of the flats therein. The Applicant has also checked, verified and satisfied

himself regarding authorities and entitlements of the Developer to construct and develop the said project and also the entitlements of the Developer to book/sale/market flats in the said project.

2. Basic price and other charges payable by the Applicant for the said flat are given in the Price List-cum-Payment Plan annexed herewith. The Applicant shall also be liable to pay all the Statutory Charges/Levies/Taxes including External Development Charges and Infrastructural Development Charges there of which the Government or any other local body or authority may impose/levy, on the said project or on land of the said project or on the said flat.
3. There shall be no escalation in Basic Sale Price. However, any escalations/additions to statutory Charges/Levies/Taxes etc. as mentioned in clause 2 above shall be borne by the Applicant.
4. Basic price of the said flat and all other charges including common area maintenance charges shall be calculated on the basis of 'super area' of the said flat. Amount payable by the Applicant on account of proportionate share of Charges/Fees/Levies/Taxes imposed on the said project or on land of the said project shall also be calculated on the basis of 'Super Area' of the said flat. 'Super area' of the said flat includes covered area of the said flat enclosed by its periphery walls and proportionate share of common areas/spaces in the said project. Super area of the said flat, mentioned in accompanying application, is tentative and approximate. However, the Developer shall endeavour that the actual super area of the said flat does not vary by more than 10%. In case of variation in super area of the said flat, the total basic price and other charges payable by the Applicant shall vary in accordance with rates given in attached price list on pro-rata basis.
5. Amount equivalent to Rs Two Lakh of the total basic sale price shall be deemed/considered as 'earnest money' for booking of the said flat. This earnest money shall stand forfeited in case of non-fulfillment of these terms & conditions and also those of other documents/indentures executed between the Applicant and the Developer.
6. Basic specification of the said flat are attached herewith. However, the Developer shall have the right to effect suitable alteration in the layout plan, if and when found necessary. Such alterations may include change in the area, layout plan, floor, block, number of the said flats and increase/decrease in the area of the said unit. Such modifications which the Developer and/or its architects agree shall be final.
7. Timely payment by the Applicant of installments of the said flat and other charges, as per payment plan opted by the Applicant is essence of this deal. If the Applicant commits delay in payment of any installment as per the Payment Plan, the Developer will charge interest @ 15% per annum on the delayed payment for the period of delay. In case the Applicant fails to pay the due amount within 30 (Thirty) days, when such amount becomes due, the Developer shall be entitled to unilaterally cancel the accompanying application/allotment of the said flat. In this situation, the Developer shall be entitled to deduct the earnest money and shall refund the remaining amount (if paid by the Applicant) without any interest. However the Developer may, in its sole discretion, condone the delay in payment by charging interest @ 15% per annum and restore the Applicant's booking, in case the said flat has not been allotted to someone else.
8. The Applicant shall make all payments towards the consideration/price of th said flat by way of cheques/drafts/pay orders issued in favour of the Developer or in such name(s) which the Developer may from time to time notify. All cheques/drafts/pay orders shall be deemed to have been accepted subject to their realization.
9. The Applicant shall not be entitled to allotment of any particular or specific flat in the said Project. Location and number of flat to be allotted shall be determined by the Developer in accordance with its policies. The allotment of the said flat is at the discretion of the Developer and the Developer has a right to reject any offer/application without assigning any reason.
10. Subject to compliance of all terms & conditions of booking/allotment, the Developer's guidelines and payment of all installments & other charges by the Applicant to the Developer, the Developer shall confirm the booking/allotment of the said flat by executing final transfer deed of the said flat in favour of the Applicant. All expenses (including Stamp Duty) involved in registration of such transfer deed shall be borne exclusively by the Applicant.
11. The Applicant agrees that no right will accrue in favour of the allottee in the flat until the final transfer/conveyance deed is executed and registered and that the Developer shall continue to be the owner of the flat and also the construction thereon and allotment shall not give to the Applicant any rights or title or interest therein even though all payment have been received by the Developer. The Developer shall have the first lien and charge on the flat for all its dues that may become payable by the Applicant to the Developer.
12. The Developer shall offer possession of the said flat to the Applicant within a period of 3 (three) years (with a grace period of six months) from the date of accompanying application. The Developer shall be entitled to reasonable extension in delivery of possession of the said flat to the Applicant in the event of any default or negligence attributable to the Applicant. The Developer's responsibilities to offer possession of the said flat within above time frame shall also be subject to force majeure conditions and causes beyond the control of the Developer (like flood, earthquake, terrorists' acts, sabotage, war, riots, shortages, strikes, delays in receiving necessary sanctions from Government Authorities, etc.).
13. Subject to conditions laid down in clause 12 above, in case the Developer fails to make the offer for possession of the said flat within the time stipulated hereinabove, the Developer shall pay liquidated damages of Rs. 5/- (Rupees Five Only) per month per square feet of super area of the said flat to the Applicant for the period of delay. Apart from this the Developer shall not be liable to pay to the Applicant any other amount or damages or compensation or interest under any head whatsoever.
14. With effect from expiry of thirty days from the date of offer of possession from the Developer, the Applicant shall regularly pay on monthly basis proportionate charges for maintaining common areas and providing common facilities in the said Project (including the costs of equipments used for providing common services) in accordance with bills raised by the Developer or its nominated maintenance agency. The Applicant shall also pay proportionate Taxes/Charges/Levies applicable on the said Project/land of the said project. The Applicant shall also deposit and always keep deposited "interest free maintenance security" with the Developer or its nominated maintenance agency.
15. The Said flat shall be used only for "residential" purposes in accordance with law, polices of Government and guidelines issued by the Developer.

16. The Developer shall provide adequate facilities for power back-up for the said Project. The Applicant shall be required to pay load charges / power backup charges which shall be determined as per the prevailing market price at the time of possession.
17. After handing over of the possession of the said flat by the Developer, the Applicant shall himself be responsible for repairs and maintenance of the said flat. The Applicant shall never make any structural changes in the said flat. The Applicant shall not add or remove (either in part or whole) pillars or RCC slabs in the said Project (including if same forms part of the said flat). However, in case the Applicant wishes to remove or add any brick wall in the said flat, the Applicant may do so provided the Applicant takes prior approval for the same from the Developer or maintenance agency and the Applicant undertakes that he will not cause disturbance to other occupants of the said project and he will not cause damage to any other property.
18. The Applicant shall from time to time execute further documents and agreements including the detailed agreement, transfer deed and maintenance agreement, as may be required by the Developer in the Developer's standard formats within thirty days of demand of execution of such document by the Developer, otherwise it will be deemed to be a material breach of terms & conditions by the Applicant.
19. In case of abandonment of the project or if the Developer is unable to deliver possession of the said flat to the Applicant, the Developer's liability shall be limited to refund of monies paid by the Applicant for the said flat alongwith simple interest thereon calculated @ 9% per annum and the Developer/company shall not be liable for any other compensation/damages.
20. Subject to what has been stated in other terms & conditions, the Applicant shall not be entitled to seek cancellation of his booking of the said flat under any circumstance, whatsoever. However the Developer may in its sole discretion/prerogative accept the Applicant's request (if any) [which request must be accompanied by 'no objection certificate' of broker] to cancel the booking of the said flat, but in such a situation the Developer shall be entitled to deduct the earnest money and shall also be entitled to deduct all discounts, commissions paid to brokers and other expenses incurred by the Developer on this deal from amount refundable to the Applicant. The Applicant shall not be entitled to claim any interest from the Developer.
21. Foreign Applicant and Applicant having NRI status shall himself be exclusively responsible to comply with necessary formalities and guidelines as laid down in the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act and/or any other law governing this transaction/deal including remittance of payments in India and acquisition of immovable properties in India and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this application. Any refund in terms of the application/agreement shall be made in accordance with the provisions of the 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. The Applicant understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant shall be liable for any action under the prevailing laws as amended from time to time. The Developer accepts no responsibility and the Applicant shall keep the Developer indemnified and harmless in this regard. In case of change in the residential status of the Applicant subsequent to signing of this application, it shall be the sole responsibility of the Applicant to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have any right in the application/allotment of the said flat applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Applicant only. In case it is ever found that any provision of any applicable law is not complied with, this application shall be liable to be cancelled. In such a situation, the Developer shall be entitled to deduct earnest money and shall refund, without any interest, the remaining amount (if any) paid by the Applicant to the Developer for the said flat after deducting broker's commissions/discounts. All other financial and penal consequences (if any) shall be borne exclusively by the Applicant himself.
22. The Developer shall send all letters/notices and communications to the sole/first Applicant at his address given in the application form through registered/speed post or through courier. It shall be the responsibility of the Applicant to inform the Developer by Registered AD letter about any subsequent change in address, failing which all demand notice and letters shall be posted at the address provided in the application form. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by all the Applicants within 72 (seventy two) hours after dispatch. It is clarified that the Developer shall not be liable to send separate communication, letters and notices to the second Applicant or to the Applicant other than the first Applicant.
23. No one on behalf of the Developer is authorised to make any concession in any of the terms & conditions contained herein. The Developer shall not be bound by any oral or written commitments made by any person or broker.
24. Subject to terms & conditions stated herein, the Applicant will never interfere in activities of the Developer or in construction/development of the said Project in any manner, whatsoever.
25. The Applicant shall not be entitled to transfer/assign his claims/interests in the said flat or in accompanying application without prior written approval of the Developer. The Developer may in its sole discretion, permit such transfer/assignment on such terms & conditions (including levying of transfer fees/charges) as it may deem fit and proper.
26. For all intents and purposes including for interpretation of these terms & conditions, a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).
27. In case of any dispute between the parties hereto (including their successors) concerning accompanying application or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated by the Developer. The Arbitration shall be held at Gurgaon, Haryana in accordance with the Arbitration and Conciliation Act, 1996.
28. For all legal matters between the Developer and the Applicant only the Courts/Tribunals at place wherein the said project is situated shall have the exclusive jurisdiction.

Date: _____
Place: _____

Signature of Sole\First Applicant

Date: _____
Place: _____

Signature of the Second Applicant