



**ABW**<sup>TM</sup>  
GROUP  
INVENTING A NEW ERA

presents a green township..



*ABW Aditya Niketan*  
Prakriti ka Aanchal

# Grab the *key* of your dreams!



# APPLICATION FORM

To,  
**ABW Infrastructure Limited**  
208-210, Second Floor, Rectangle-1,  
D-4, Saket District Centre, Saket,  
New Delhi-110017

Dear Sir,

I/We wish to register myself/ourselves for the provisional allotment of a residential built-up floor admeasuring covered area \_\_\_\_\_ Sq. Ft. on plot admeasuring \_\_\_\_\_ Sq. Yds. on \_\_\_\_\_ Floor in your proposed Housing Project, named “**ABW Aditya Niketan**” at Sector- M 1, M-1A & M-1C adjoining HSIIDC Residential Sector-1, Manesar, Gurgaon, Haryana -122050, being developed and promoted by you hereinafter referred to as “the company”.

I/We am/are satisfied with the information regarding statutory permissions/sanctions for development obtained by M/s ABW Infrastructure Limited and the title of the abovesaid land on which the project ABW Aditya Niketan is being developed.

I/We have understood the terms and conditions of the booking (Annexure A) and Payment Plan (Annexure B) which are hereby accepted by me/us, pursuant whereto I/we agree to execute and sign, as and when required, the ALLOTMENT LETTER containing detailed terms and conditions for allotment of the above said residential built-up floor and other related documents on the prescribed format. The terms whereof have been shown to me/us and are acceptable to me/us. I/We further agree to execute any and all such further document(s) as may be required to be executed from time to time in connection with the abovesaid residential built-up floor.

I/We herewith remit a Draft/Cheque/Cash for a sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) bearing No. \_\_\_\_\_ dt. \_\_\_\_\_ drawn on \_\_\_\_\_ payable at **New Delhi** in favour of “**ABW INFRASTRUCTURE LIMITED**” towards earnest money / part earnest money for the abovesaid residential built-up floor.

Payment Plan opted for: Construction Linked Plan ☐ Down Payment Plan ☐

*I/We further agree to pay further installments of sale price and other charges as stipulated in the Allotment Letter/called for by the Company.*

I/We have 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 said Floor notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/we sign/execute the necessary documents including Standard Floor Buyer's Agreement on the company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. I confirm and undertake that upon acceptance of my payment by the company and allotment of the said Floor, I shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Floor Buyer's Agreement as stated herein. If, however, I / We fail to execute the necessary documents including Allotment Letter and Standard Floor Buyer's Agreement within the stipulated time from the date of offer of allotment by the Company, then this Application shall be treated as cancelled, only at the sole discretion of the Company. I/We am/are making this application with the full knowledge that the Company along with its associate companies are in the process of developing the Colony and shall make the allotment of the said floor in due course of time, subject to availability. I agree to the allotment of floor by lottery/draw of lots to be conducted by the Company.

Signature of Applicant(s)

*My/our particulars are given below for reference and record:*

SOLE/FIRST APPLICANT

Name of the Applicant/Company \_\_\_\_\_

Father's/Husband's Name \_\_\_\_\_

Address for Correspondence \_\_\_\_\_

Permanent Address \_\_\_\_\_

Phone: Office \_\_\_\_\_ Residence \_\_\_\_\_

Mobile No. \_\_\_\_\_ E-Mail \_\_\_\_\_

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

PAN \_\_\_\_\_

Marital Status: \_\_\_\_\_ Wedding Anniversary (DD/MM/YYYY) \_\_\_\_\_

Sex: Male / Female \_\_\_\_\_

Date of Birth (DD/MM/YYYY) \_\_\_\_\_

Signature of Applicant(s)

SECOND APPLICANT

Name of the Applicant/Company \_\_\_\_\_

Father's/Husband's Name \_\_\_\_\_

Address for Correspondence \_\_\_\_\_

Permanent Address \_\_\_\_\_

Phone: Office \_\_\_\_\_ Residence \_\_\_\_\_

Mobile No. \_\_\_\_\_ E-Mail \_\_\_\_\_

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

PAN \_\_\_\_\_

Marital Status: \_\_\_\_\_ Wedding Anniversary (DD/MM/YYYY) \_\_\_\_\_

Sex: Male / Female \_\_\_\_\_

Date of Birth (DD/MM/YYYY) \_\_\_\_\_

Date of Birth (DD/MM/YYYY) \_\_\_\_\_

Signature of Applicant(s)

THIRD APPLICANT

Name of the Applicant/Company \_\_\_\_\_

Father's/Husband's Name \_\_\_\_\_

Address for Correspondence \_\_\_\_\_

Permanent Address \_\_\_\_\_

Phone: Office \_\_\_\_\_ Residence \_\_\_\_\_

Mobile No. \_\_\_\_\_ E-Mail \_\_\_\_\_

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

PAN \_\_\_\_\_

Marital Status: \_\_\_\_\_ Wedding Anniversary (DD/MM/YYYY) \_\_\_\_\_

Sex: Male / Female \_\_\_\_\_

Date of Birth (DD/MM/YYYY) \_\_\_\_\_

Signature of Applicant(s)

Signature of Applicant(s)

## TERMS AND CONDITIONS FOR REGISTRATION/ BOOKING / PROVISIONAL ALLOTMENT OF RESIDENTIAL BUILT-UP FLOOR

- The applicant(s) shall pay to the Company the Sale consideration of the residential built-up floor which comprises of basic price, development charges (subject to the revision), VAT and / or all other statutory charges, development charges or levies levied or leviable on the land and any other Preferential Location Charges (PLC) as may be applicable. Any increase in the statutory charges due to revision by the Government shall also be borne by the applicant(s) only.
- The above mentioned Sale Consideration does not include (a) Club Membership (optional); (b) Interest Free Maintenance Security (IFMS) towards maintenance charges to be levied uniformly for all independent floors in direct proportion to the super area.
- The timely and due payment as per the Payment Plan is the essence of allotment, in the event of delay in making timely payment, interest @ 18 % p.a. (compounded quarterly) shall be charged on the delay period till its realization. The Company shall have the right to adjust the installment amount received from the applicant(s) first towards the interest and other sums, if any, due from the applicant and the balance, if any, towards the sale consideration. If delay in payments exceeds three months from the due date, the allotment may be cancelled at the sole discretion of the Company without giving any prior notice to the applicant(s). On the cancellation, of the allotment the applicant(s) shall be entitled to the refund of all such amount paid till then as part Sale amount but subject to deduction of 10% of Basic Sales Price.
- The Applicant(s) shall also be liable to make the payment if applicable, in respect of (a) Electrification Charges (b) Cost of installing Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices (c) Firefighting Charges or any other facilities as may be required or specified by the Government or DTCP.
- The Applicant(s) shall make all the payments of the agreed sale price of the said Floor as per the Payment Plan on the super built up area, along with the other charges as mentioned or stipulated therein. The Applicant(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when demanded by the Company to enable it to convey the said Floor in favour of the Applicant(s). The Applicant(s) shall make all the payments irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in the Agreement or even otherwise.
- If the applicant(s) wishes to withdraw the application before the allotment, the withdrawal shall be subject to the deduction of 50% of the booking amount deposited at the time of making the application.
- The allotment shall be provisional till the entire sale consideration is paid in full and the applicant(s) shall not claim any right/title and interest in the said residential built-up floor till such time.
- The abovementioned Sale Consideration for the above said floor is inclusive of government or Municipal charges/E.D.C. /I.D.C. at rates prevailing as on the time of booking. In the event there is an upward revision in these charges from the date of booking till the date of possession of the said floor, the same shall have to be borne by the applicant (on pro-rata basis in proportion to the area of said floor) as an enhancement in the sale consideration of the said floor. Such an enhancement, if any, shall have to be paid along with the final installment at the time of offer of possession of the said floor.
- The final sizes of the above said floors may vary from the sizes indicated in this Application Form on account of either design or statutory conditions. Any variation of (+) / (-) 15% shall be deemed to be within acceptable range and the applicant shall be bound to accept the change in area. The cost of the said floor shall be adjusted (the applicant shall be refunded excess amount or be required to pay additional sale consideration), on pro-rata basis based on the change (decrease or increase) in the size of the said floor area.
- The applicant(s) shall not be allowed to substitute his/her/their nominee(s) name in his/her/their place before allotment. After allotment the transfer shall be allowed subject to payment of administrative charges as determined by the Company from time to time.
- The provisional and/or final allotment of the Floor is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
- The Company shall, in case of joint applicants intimate only the first Applicant so mentioned in this Form, and all correspondence shall be addressed to the First Applicant, which shall be deemed service upon all the applicants.
- The Applicant(s) 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 subject to the said Floor being free from any encumbrances at the time of execution of the Sale Deed in favour of the applicant. The Company/financial institution/bank shall always have the first lien/charge on the said Floor for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.
- The Applicant(s) agrees that in case the Company is unable to deliver the said Floor to the Applicant(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority; (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever; (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject of any suit/writ before a Competent Court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the Company may cancel the allotment of the said Floor in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
- The Courts at Gurgaon alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or Floor Buyers Agreement regardless of the place of execution of this application which is deemed to be at Gurgaon.

## Basic Sale Price \_\_\_\_\_

\* \*\*

\* Basic Sale Price (B.S.P.) does not include EDC/IDC/Electricity connection/PLC etc. \*\*Stamp duty, Registration Fee and other charges for execution and registration of Conveyance Deed will be additionally payable before possession. IFMS (Interest Free Maintenance Security): To be paid at the time of possession.

## DECLARATION

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/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 as may be comprehensively set out in the Allotment Letter which shall supersede the terms and conditions set out in this application. I/we are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and/or 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. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after 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 forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final 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 floor applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Signature of Applicant(s)

## NOTE:

Cheques / Demand Draft towards consideration of the residential built-up floor to be made in favour of 'ABW Infrastructure Limited', payable at New Delhi.

In case the cheque comprising booking amount / registration amount is dishonored due to any reason, whatsoever the Company reserves the right to cancel the booking without giving any prior notice to the applicant(s).

Applications not accompanied by photographs of the applicants shall be considered as incomplete.

Documents required at the time of Booking:

Booking amount cheques/drafts.

PAN No. & copy of PAN Card / Undertaking Form 60.

For Companies: Memorandum & Articles of Association and certified copy of Board Resolution.

For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners.

For foreign nationals of Indian origin: Passport Photocopy/funds from NRE/FCNR A/c

For NRI: Copy of passport & payment through NRE /NRO/FCNR A/c

One photograph of each Applicant(s)

Address / Identity proof: Photocopy of Electoral Identity Card / Ration Card / Driving License / Passport / Gas Connection / Bank Passbook attested by Bank Manager.

## For Office Use Only

Application \_\_\_\_\_ Accepted ☐ Rejected ☐

Remarks \_\_\_\_\_

Authorised Signatory \_\_\_\_\_

Date \_\_\_\_\_

## Channel Partner:

Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Signature & Stamp \_\_\_\_\_

Signature of Applicant(s)