

APPLICATION FORM



PURI KOHINOOR

SECTOR -89, FARIDABAD (HARYANA)
HRERA-PKL-FBD-235-2021 dt. 17-03-2021

PURI CONSTRUCTION PVT. LTD.
FANTABULOUS TOWN PLANNERS PVT. LTD.

Signature of
Applicant(s)

**APPLICATION FORM
PURI KOHINOOR
RESIDENTIAL PLOT**

Date: _____

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

Dear Sirs,

I/We request you to book one **Residential Plot** in the project – **Puri Kohinoor**, Sector-89, Faridabad, under the agreed total Sale Consideration/Schedule of Payments/Payment Plan. I/We have read and understood the terms and conditions governing the transaction/allotment as mentioned in this application form, stated hereinafter and am/are agreeable to the same and I further agree that till the time a Buyers Agreement is executed the terms and conditions mentioned herein shall be applicable and binding upon the parties.

I/We enclose herewith

Particulars	Cheque/DD No.	Date	Amount	Favoring
			Rs. 500000/-	Puri Construction Pvt. Ltd. A/c Kohinoor

as booking amount forming part of earnest money along with applicable taxes for the allotment, issued by my banker or by the banker of co-applicant.

I/We agree that in case of allotment of a **residential Plot** [hereinafter referred to as '**Plot**'], I/We agree to pay the Sales Price of the Plot 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 the Plot Buyers Agreement, the draft of which has been perused by me, containing the terms of sale within 15 [fifteen days] of the sale agreement being presented to me/us.

I/We have clearly understood that by submitting this Application Form, I/We have not become entitled to allotment of the said Plot in the said Residential Plotted 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. Only in the event of issuance of the allotment letter, the present offer to purchase shall become contract and terms and conditions mentioned hereinafter shall govern the relationship between the parties till the time Buyers Agreement is executed. In case of delay in payment of any amount and or non payment of any amount as demanded by the company in furtherance of agreed payment plan/sale consideration, the company shall have the absolute discretion to cancel the allotment and/or to get the present transaction enforced by following due procedure of law and in the event of cancellation the earnest money as defined in the terms and conditions of the application form, along with all accrued/applicable taxes/charges, rates, cesses, levies paid/payable by me/us and brokerage, if any paid by the

Signature of Applicant(s) <input checked="" type="checkbox"/>

company on the said booking, shall stand forfeited. Further I also agree that once the cheque for the booking amount is encashed by the company, thereafter I shall become liable towards forfeiture of earnest money, in the event of cancellation of the booking for whatsoever reason not attributable to company.

I/We have completely understood and absolutely agree with whatever allotment process is adopted by the company. I understand and agree that I have no say in choosing a particular plot and I am satisfied with any plot in the project being allotted to me. I shall never raise any objection to the allotment of any particular plot. The company has apprised the applicant that in the event of oversubscription of the plots in the project i.e. in the event company receives more application form(s)/booking(s)/cheque(s) than applicable number of plots offered for sale / as permissible for offering for sale then the company shall be allotting the plot by way of Draw of Lots to be held in the month of April/May 2021. In such event the successful applicants shall be offered limited number of plots in draw of lots plus wait listed applicants as per discretion of company. The allotment process shall be completed by way of issuance of allotment letters to successful applicants within 90 days from the date of draw of lots. Further in the event of unsuccessful applicant i.e. if any applicant is not allotted any plot in draw of lots then the company shall make refund of the amounts received from the applicant within 30 days of the date of draw of lots to such applicants. Further as the company shall be holding draw of lots for limited number of plots in the presence of respective channel partners, irrespective of the size of the plot hence the applicant hereby provides its unconditional, unqualified free consent for allotment of plot of any size ranging from 100 sq. yds to 180 sq yds. and applicant accepts to make payment of applicable sale consideration for the same.

The company has apprised and informed me/us about the completed development of the project and I have perused all the approvals and documents mentioned hereinafter which are displayed on the notice board at Site office at Faridabad and also available at Head office at Delhi and I/we have also physically visited the site of the project and I am satisfied with the development and site and with the fact that I am applying/booking the plots on as is where is and whatever it is basis. The company has provided to me/us all the information and clarifications as sought by me/us and other necessary information 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. 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 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/Plot Buyers Agreement/Conveyance Deed or imposed retrospectively or prospectively on the said plot/residential plots/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 Sales Price and forfeiture of earnest money as laid down herein and/or in the Agreement and other charges, rates, taxes, cesses, levies etc. as are applicable.

Signature of
Applicant(s)

X

I/we further undertake and represent that I/we have perused the following :

Sr. No.	Particulars	Signature of Applicant(s)
1.	Licence No. 25 of 2020	<input checked="" type="checkbox"/>
2.	Approved Layout of Colony	
3.	Approval for Change in Beneficial Interest	
4.	Application for Completion Certificate	
5.	RERA Registration Certificate	
6.	All other approvals uploaded on the website www.haryanarera.gov.in	

PARTICULARS OF APPLICANT [Sole/First]		Recent [Color] Passport Size Photograph of the 1 st Applicant
Mr./Ms./Mrs.		
S/o, D/o, W/o Mr./Mrs.		
Date of Birth :		
Profession		
Nationality :		
PAN No.		
Residential Status : Resident/Non-Resident/ Foreign National of Indian Origin		
Residential Address :		
Correspondence Address :		
Mobile No.		
Email Id :		
Aadhaar No.		

Signature of Applicant(s)	<input checked="" type="checkbox"/>
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Applicant [Second Applicant]		Recent [Color] Passport Size Photograph of the 2 nd Applicant
Mr./Ms./Mrs.		
S/o, D/o, W/o Mr./Mrs.		
Date of Birth :		
Profession		
Nationality :		
PAN No.		
Residential Status : Resident/Non- Resident/Foreign National of Indian Origin		
Residential Address :		
Correspondence Address :		
Mobile No.		
Email Id :		

Signature of Applicant(s)

Applicant [Third Applicant]		Recent [Color] Passport Size Photograph of the 3 rd Applicant
Mr./Ms./Mrs.		
S/o, D/o, W/o Mr./Mrs.		
Date of Birth :		
Profession		
Nationality :		
PAN No.		
Residential Status : Resident/Non- Resident/Foreign National of Indian Origin		
Residential Address :		
Correspondence Address :		
Mobile No.		
Email Id :		

Signature of Applicant(s) <input type="checkbox"/>

Applicant [Partnership/Sole Proprietorship/HUF]		Recent [Color] Passport Size Photograph of the Partner
Name of Partnership/Sole Proprietorship Firm/HUF		
Registered Office :		
Correspondence Address :		
PAN of Partnership/Sole Proprietorship Firm/HUF		
Board Resolution date		
Name of Partner/Sole Proprietor/Karta :		
Mobile No.		
Email Id :		

Applicant [Company]		Recent [Color] Passport Size Photograph of the Partner
Name of Company		
Registered Office .:		
Correspondence Address :		
PAN of Company		
Board Resolution date		
Name of Director/ Authorized Signatory :		
Mobile No.		
Email Id :		

Signature of Applicant(s) <input type="checkbox"/>
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The following payment plan is applicable for the plot(s) :

TIME LINKED PAYMENT PLAN

Stage	Payment terms	Particulars
At the time of Booking	Rs. 500000/-	-
Within 15 days of date of Allotment letter	10% less Booking Amount	Of Total Sale Consideration
Within 30 days of date of Allotment Letter	15%	
Within 60 days of date of Allotment Letter	25%	
Within 90 days of date of Allotment Letter	25%	
Within 120 days of date of Allotment Letter/Offer of Possession, whichever is later	25%	

RATE OF THE PLOT :

Particulars	Rate per Sq. yds.	Signature of Applicant(s)
APPLICABLE RATE OF PLOT PER SQ. YDS.	Rs. 56,000/- (Rupees Fifty Six Thousand Only)	<input checked="" type="checkbox"/>

The total sale consideration shall be applicable for the size of plot and kind of plot, only after allotment of plot. Further it is made clear that the total sale consideration for the plots located at corner and/or facing green shall be higher than other plots as per discretion of the company maximum to the extent of 5% of total sale consideration of other plots. Further, the company shall be at liberty to offer the any plot to any allottee at lower or higher rate than mentioned above and/or offer the plot at differential price and in such event the applicant shall have no objection and shall have no right to claim parity.

In addition to the Total Sale Price, the Allottee(s) shall be liable and agrees to pay the following charges at the time of offer of possession post completion of payment of total sale consideration as the same has not been accounted for in the Sale price or under any other head, as these charges cannot 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 the execution and registration of the conveyance/sale deed of the Plot in favour of the allottee(s) to be communicated at the time of offer of possession of the Plot, as applicable at that relevant time.
- A Contingency Deposit @ Rs. 500/- per Sq. yds. will be payable by the allottee towards the imposition of GST on the developmental expenditure incurred by the Promoter on the project. Further the said amount of contingency deposit shall only be payable only at the time of offer of possession of the plot.

Signature of Applicant(s)	<input checked="" type="checkbox"/>
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- Advance 12 months Common Area Maintenance [CAM] and Common Area Power [CAP] Charges as applicable, shall be payable at time of offer of possession.
- Any other tax/GST/cess/levy/penalty/charge(s)/IAC/Municipal tax, property tax, wealth tax, fees, levies and charges by whatever name called and increases thereof/statutory charge(s)/charge(s) incurred for making compliance with any current/subsequent law/notification or any current law/notification made applicable to the project/Plot/building/etc., and/or incurred in any way and not charged from allottee, shall be charged extra and will be communicated.
- Further, in the event the Promoter is directed/asked to provide for laying down of supply line, infrastructure for the sub-station, switching station, any land for the same and/or Bank Guarantees for the same, by DHBVN or any other authority for supply of electricity to the said project, all such costs have not been appropriated towards the total sale price as the same can not be ascertained as on date and the same will be charged proportionately from the allottees as and when made applicable, even post execution of Conveyance Deed.

Declaration:

I/We do hereby declare that I/we shall abide by the terms and conditions of this Application Form and that the above particulars/information given by me/us are true and correct and nothing material has been concealed therefrom. I/We have read, understood, accepted and signed all pages of this Application Form including Payment Plan and Terms and Conditions.

Date : _____

Place : _____

Signature of
Applicant(s)

Signature of Applicant(s)

CHECK LIST AS PER KYC NORMS

Sr. No.	Particulars	Remarks
1.	Booking amount cheques / DD.	
2.	Each Applicant's signature on all pages of the application form	
3.	Copy of PAN card / Form 60 / Undertaking of each applicant	
4.	Address proof of each applicant	
5.	One passport size colour photograph of each applicant	
6.	For Companies: Certified copy of Board Resolution, Memorandum & Article of Association and Certificate of Incorporation	
7.	For Partnership Firm: Partnership Deed and authorization by all partners in favour of the applicant to purchase the plot	
9.	For NRI: Passport copy & payment is to be through NRE/NRO A/c.	
10.	Email ID and Mobile number of the applicant(s)	

CHANNEL PARTNER DETAILS :

Channel Partner	HRERA Registration No.	Seal of Channel Partner and Signature

SALES/CRM DETAILS :

SALES/CRM DETAILS	DESIGNATION	Signature

Signature of Applicant(s) <input type="checkbox"/>
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RESIDENTIAL PLOTS

TERMS AND CONDITIONS GOVERNING THE SALE TRANSACTION

AGREED/APPLICABLE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR BOOKING OF A PLOT IN PROJECT PURI KOHINOOR

1. **The** Director Town & Country Planning, Haryana, Chandigarh granted Licence No. 25 of 2020 (hereinafter referred to as Said Licence) under the DDJAY Policy notified by the Government of Haryana for development of Affordable Residential Plotted Colony over the land measuring 14.5875 Acres as detailed & described therein the Licence, , to the Land Owners /Licencee whose names are set out in the Said Licence, which I have perused and which is also available on the website i.e. tcpharyana.gov.in.
2. **The** Director Town & Country Planning, Haryana, Chandigarh vide Endst. no. LC-4168-JE(SK)-2020/726 dated 14.01.2021 has allowed the request of Change in Beneficial Interest over the Licenced land, in favour of company.
3. **The company** has been set up/developed a Affordable Residential Plotted Colony known as "PURI KOHINOOR" [hereinafter referred to as "Colony"] in accordance with the terms and conditions of the Said Licence and layout plan presently approved vide Memo No. 7432 dt. 4.6.2020 and as may be revised and approved in future by the Competent Authority. The company agrees and undertakes that it shall not make any changes to these approved plans except by following due procedure of law under the applicable provisions of the Act/Rules.
4. The Licencee company - M/s. Fantabulous Town Planners Pvt. Ltd. is subsidiary company of Puri Construction Pvt Ltd. The Company has registered the Project under the provisions of the RERA Act and Rules with the Haryana Real Estate Regulatory Authority vide Registration No. HRERA-PKL-FBD-235-2021 dt. 17-03-2021.
5. **The applicant** confirms that it has visited the site of the project physically and has seen the actual developed site/project and after satisfying itself with the development of the project, including amenities provided/ developed for Applicants, and after satisfying itself with all aspects of the project is making the present booking by agreeing to these terms of allotment.

6. **Definitions :**

"Applicant" means person(s)/entity, who is applying for booking of a plot and who has appended his signatures in acknowledgement of having agreed to present terms and conditions.

"Application Form" means whole of the Application Form including all annexures, schedules, terms and conditions for allotment of the said plot in the said Residential Plotted Colony duly executed by the applicant.

"Developer" means the Company to whom the present Application Form is addressed i.e. M/s Puri Construction Pvt. Ltd. and includes its subsidiary company licensee -

Signature of
Applicant(s)

X

M/s. Fantabulous Town Planners Pvt. Ltd., its affiliates and collaborators.

“Earnest Money” means the 10% of the Total Sale Price of the said plot plus all the applicable taxes and brokerage paid by the Company against the said plot.

“Said Plot” shall mean the specific Plot allotted to the Applicant and includes any alternative plot, if allotted to the Applicant in lieu of the one earlier allotted.

“Act” means” the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

“Government” means the Government of the State of Haryana;

“Rules” means the Haryana Real Estate (Regulation and Development) Rules, 2017;

“Regulations” mean the regulations issued/notified/published under Haryana Real Estate (Regulation and Development) Rules, 2017 by Haryana Real Estate Regulatory Authority Panchkula, as amended or modified from time to time.

“Section” means a section of Act.

7. It is made clear by the company and agreed by the Applicant(s) that all rights including the ownership thereof of land(s) other than said plot, shall vest solely with the company and the company shall have the sole and absolute authority to deal with the same in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to any person, institution, trust, government, semi-government, any other authority, body and/or any local body(ies) which the Company may deem fit.
8. The Applicant shall be liable to make payment of applicable maintenance charges to the Company/company or nominated agency or company undertaking maintenance of project/colony.
9. That the Applicant(s) hereby agrees to make all payments by A/c Payee cheques(s)/Demand Draft(s) payable at New Delhi/Delhi drawn in favour of M/s PURI CONSTRUCTION PVT LTD. A/C KOHINOOR.
10. 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 the applicant subject to no objection by other applicants.
11. The Total Price is escalation-free, save and except increases which the Applicant hereby agrees to pay, due to imposition of GST/any other tax, increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and also for any arrears of such charges if made applicable in future. The Company undertakes and agrees that while raising a demand on the Applicant for such development charges, cost/charges imposed by the competent

Signature of
Applicant(s)

authorities, the Company shall enclose the said notification/ order/ rule/ regulation/letter/intimation to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments and/or event after execution of conveyance deed.

12. The Company may allow, in its sole discretion, a rebate/discount for any reason whatsoever including but not limited to early payments of installments payable by the Applicant, discounted rates to its family and friends. The provision for allowing rebate/discount is absolutely discretionary and Company shall be at liberty to withdraw such rebate/discount. The payments received from the Applicant shall first be adjusted against the outstanding interest on delayed payments, then towards outstanding installments and lastly the balance shall be adjusted towards future milestone payment payable by the Applicant.
13. It is abundantly made clear to the Applicant(s) that in the zoning/building plan as approved by the Competent Authority, there are restrictions including but not limited to, area to be constructed by the Applicant(s) in each Plot and other norms as may be imposed by the Competent Authority. The Applicant(s) specifically agrees that the Said Plot shall not be partitioned/sub-divided / fragmented/ remodeled / additionally constructed in any manner to create more dwelling units than permissible, as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan approved/to be approved by the Competent Authority. Further the Applicant(s) specifically undertakes to strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other approvals granted by the Competent Authority(ies) in respect of the Said Plot/Said Colony as may be applicable from time to time. Any violation of the same would tantamount to fundamental breach of the terms of the application form /agreement and would result in resumption of plot, in whatever condition.
14. The Company and the Applicant(s) hereby agree(s) that the Earnest Money for the purpose of this Application Form shall be 10% of Total Sale Price plus applicable taxes as mentioned above and brokerage paid for the said plot. The Applicant(s) hereby authorise(s) the Company to forfeit this Earnest Money in case of non-fulfillment of the terms and conditions herein contained.
15. The payment on or before due date, of Sale Price and other amounts payable as per the payment schedule opted/accepted/mentioned and Govt. Charges recovery or as demanded by the Company from time to time is the essence of this sale transaction/application. It shall be incumbent on the Applicant to comply with the terms of payment schedule and other terms and conditions of allotment and failure to make full/complete payments of instalment(s) and/or non payment of any amount except booking amount/part amount and also in case the applicant/Applicant fails to make payment of even a single instalment for 15 days after expiry of due date, then the same shall invoke the cancellation of the allotment/booking and forfeiture of the earnest money. The amount(s), if any, paid over and above the Earnest Money, would be refunded to the Applicant by the Company without any interest or compensation of whatsoever nature only from the designated construction account of the said project as provided under RERA rules & act and after realization of the sales price from the new Applicant. The Company shall at all times have the first lien and charges on the said Plot for all its dues payable by the Applicant to the Company. If

Signature of
Applicant(s)

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.

16. The Applicant may obtain finance from any financial institution / bank as already tied up with the company or any other source but the Applicant's obligation to purchase the said Plot pursuant to this Application Form shall not be contingent on the Applicant's ability or competency to obtain such financing and financial institutions discretion for any reason to refuse to disburse and the Applicant will remain bound with present terms till execution of Buyers Agreement, whether or not he has been able to obtain financing for the purchase of the said Plot. Further the Company shall not be liable for the refusal of any Bank/Financial Institution to sanction/disburse any amount for the want of any approval etc or for any other reason. 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.
17. The Company has informed the Applicant(s) that the Said Colony has been developed by the Company in accordance with the layout plan sanctioned by the Competent Authority and as may be changed from time to time by the Competent Authority on the request of the company by the following due procedure of law. Any changes/modifications/amendments as may be made by the Competent Authority in the layout plan for the Said Colony in future, shall automatically supersede the present approved layout plan and become binding on the Company and the Applicant(s). That the company may and/or has obtained Licence for additional area/land which may necessitate change in layout plan then also the Applicant shall have no objection to the same.
18. Subject to other terms of this Application Form including but not limited to clauses mentioned above and timely payment of the Total Price and other amounts, charges and dues as mentioned in this Application Form, as the Company has already applied for obtaining the Completion Certificate for the project and the company shall be offering possession of the plot to the applicant within a maximum period of 9 months of date of allotment, subject to completion of all payments by the Applicant. Subject to the faithful discharge by the Applicant(s) of his obligations, the Company assures to hand over possession of the said plot as mentioned herein unless there is delay due to Court Orders, NGT orders, Government policy/guidelines/directions, delay in grant of completion certificate etc. If the completion of the Project is delayed due to the above conditions, then the Applicant agrees that the company shall be entitled to the extension of time for delivery of possession of the said plot and in such event the Promoter shall make payment of compensation for delayed period calculated at the rate SBI's highest marginal cost & lending rate plus 2% on the amounts paid by the Applicant.
19. Any delay in making payment of demanded installments by Applicant shall also attract the penalty of penal simple interest calculated at the rate SBI's highest marginal cost & lending rate plus 2% payable by the Applicant. The conveyance deed which will be executed and got registered in favour of the Applicant within reasonable

Signature of
Applicant(s)

period of time after the full price thereof and all other sums/charges have been paid by the Applicant. 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 Plot, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company.

20. That the Applicant agrees that unless a sale/conveyance deed is executed in his/their favour, the Land Owners/Company shall continue to be the owner of the Said Plot and the Company as a developer shall have the exclusive possession of the Said Plot.
21. The company shall make the best endeavours to facilitate the total completion of all the external services by HUDA/HSVP/DHBVN, 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 to be held liable for the same.
22. In the event of Applicant(s) failure to take possession of the Said Plot, within 45 (Forty Five) days from the date of intimation in writing by the Company offering possession, then the same shall lie at Applicant(s) risk and cost and the Applicant(s) shall be liable to pay to the Company holding charges calculated at the rate of Rs. 100/-per sq.yds per month plus applicable GST for the entire period of such delay.
23. If the Applicant(s) fail(s) to come forward to take possession of the Plot for a period of twelve (12) months from the date of offer of possession by the Company, then the Company shall be entitled to cancel the allotment of the Said Plot and refund all monies paid by the Applicant(s) after deducting the Earnest Money, only after resale and realization of the such amounts from new Applicant or within a period of maximum 12 months from the date of cancellation whichever is earlier.
24. The payment of holding charges shall be made by the Applicant(s) prior to the execution of the conveyance deed of the Said Plot. The holding charges shall be a charge for delay in taking over the possession and it shall be in addition to maintenance charges and interest on delayed payments, if any, and other charges, and not adjustable or substitutable to any other charges as provided in this Application Form.
25. The Applicant(s) shall pay, as and when demanded by the Company, the Stamp Duty, registration charges and all other incidental and legal expenses for execution and registration of conveyance/sale deed of the Said Plot in favour of the Applicant(s) which shall be executed and got registered after receipt of the full Sale Price and other charges as set out in this Application Form.
26. The Applicant(s) shall be liable to make payment of all applicable stamp duty, Registration charge and all other incidental and legal expenses for registration of Buyers agreement also, if required under applicable law.
27. It shall be incumbent on the Applicant(s) to comply with the terms of payment and/or other terms and conditions of the sale transaction failing which Applicant(s)

Signature of
Applicant(s)

shall forfeit to the Company the entire amount of Earnest Money and this Application Form shall stand cancelled and the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Plot. The Company shall thereafter be free to resell and/or deal with the Said Plot in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money would be refunded to the Applicant(s) by the Company only after realising such amounts to be refunded on resale of the Said Plot but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the Said Plot for all its dues payable by the Applicant(s) to the Company.

28. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments as per the payment schedule attached as Annexure II, and/or Govt. Charges as per the Schedule of Government charges recovery, but on the condition that the Applicant(s) shall pay to the Company interest which shall be charged from the due date at the rate of SBI's highest marginal cost & lending rate plus 2%.
29. 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 Plot, 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 Plot and forfeit the Earnest Money and refund the balance amount, if any, to the Applicant, without any interest and resume the said Plot, if required.
30. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money amounts 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 of the Application Form and/or the Agreement or booking or agreement is cancelled/terminated for any reason whatsoever. If the Applicant causes disrepute to the project/Company and/or creating nuisance, 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 Plot. The Company shall thereafter be free to resell and/or deal with the Said Plot in any manner whatsoever.
31. It is made clear to the Applicant(s) that the Company shall not permit any transfer, nomination and/or assignment till payment of 25% of the sale price is received by the company. However, after receiving 25% of the sale price, the Company may, upon payment of charges as applicable from time to time which at present are Rs. 300/- per sq. yds including of applicable taxes, and subject to applicable laws and notifications or any Government/its agency/ body directions as may be in force, upon receiving a written request from the Applicant(s)/ its nominee, permit the Applicant(s) to get the name of Applicant(s)' nominee substituted in Applicant(s) place subject to such terms , conditions and charges as the Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that

Signature of
Applicant(s)

may arise from such nomination(s). It is specifically made clear to the Applicant(s) that, as understood by the Company, at present there are no executive instructions of the competent authority(ies) to restrict any nomination in respect of the Said Plot. However, in the event of any imposition of such executive instructions at any time after the date of this Application Form to restrict nomination of the Said Plot by any authority, the Company will have to comply with the same and the Applicant(s) has specifically noted the same. Further the company shall have absolute discretion to waive off such charges, if any, for any reason whatsoever.

32. The Applicant(s) hereby authorize(s) and permits the Company to raise finance/loan from any Financial Institution/Bank by way of Mortgage/charge/securitization of receivables of his/their Said Plot subject to the Plot being free of any encumbrances at the time of execution of conveyance/sale deed. As on date/at present, the Company has offered the part land of the Licence land as collateral and has created charge over the same for availing non fund based Bank Guarantee facilities from Axis Bank. The company has already provided/shall be providing the requisite NoC from the financial institutions from which the company has availed the loan and other facility only at the time of execution of conveyance deed. The Company/financial institution/bank shall always have the first lien/charge on the Said Plot for all its dues and other sums payable by the Applicant(s) or in respect of the above.
33. In case of the Applicant(s) who has/have made arrangement with any Financial Institutions/Banks, the conveyance of the Said Plot in favour of the Applicant(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.
34. The Applicant(s) hereby covenants to the Company to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said 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(s).
35. That the Applicant(s) confirms that the Applicant(s) has entered into this transaction with the full knowledge and understanding of this Application Form and subject to all the laws and notifications and rules applicable to this area, including terms and conditions of the licence(s) granted by the Director, Town and Country Planning, Government of Haryana, for setting up the Said Colony and the undertakings given by the Company/Land Owners to the Director, Town and Country Planning, Government of Haryana, in this regard and that the Applicant(s) has familiarized himself/themselves with all the aforesaid and other applicable agreements, arrangements undertakings, conditions on inspection of the documents with the Company.
36. It is abundantly made clear that in respect of all remittances, acquisition/ transfer of the Said Plot it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made thereunder or statutory enactments or

Signature of
Applicant(s)

amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application Form. Any refund, transfer of security if provided in terms of this Application Form shall be made in accordance with the provisions of FEMA, 1999, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understand(s) and agrees that in the event of any failure on Applicant(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Applicant(s) shall be liable for any action under the FEMA, 1999, and rules and regulations made thereunder as amended from time to time. The Applicant(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

The Applicant confirm and represents that the Applicant is buying the said unit for the consideration as aforesaid from his lawfully earned and declared source of incomes, duly declared and subject to tax laws and no part of his income/investment bears any taint punishable under the Money Laundering Act, 2002 and/or Benami Transactions (Prohibition) Act, 2016.

37. The Applicant(s) shall inform the Company in writing any change in the mailing address mentioned in this Application Form failing which all demands, notices etc. by the Company shall be mailed to the address given in this Application Form and deemed to have been received by the Applicant(s). In case of joint Applicants, all communications shall be sent to the first named Applicant in this Application Form which shall for all purposes be considered as served on all the Applicant(s) and no separate communication will be necessary to the other named Applicant(s) and the Applicant(s) have agreed to this condition of the Company.
38. The Company is not required to send reminder/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application Form and the Applicant is required to comply with all its obligations on its own.
39. That the Company may, in its sole discretion, appropriate towards the Sale Price of the Said Plot, the amounts received from the Applicant(s) in any head/account and the appropriation so made shall not be questioned by the Applicant(s). The Conveyance/Sale Deed shall, however, be executed only after the outstanding's under all the heads are paid in full. Any amount to be returned/refunded to the Applicant(s) under the present Application Form shall be paid from the Separate account maintained by the company as per requirement of HRERA Rules and the Act.
40. That the Company shall have the first lien and charge on the Said Plot for all its dues and other sums payable by the Applicant(s) to the Company.
41. That, subject to the Applicant(s) timely fulfilling all his/their obligations herein and there being no bar from any Government or any other Competent Authority, the Company covenants that it shall pass on a clear title in respect of the Said Plot in favour of the Applicant(s) after getting NoC/clearing the charge of Axis Bank at the time of execution and registration of Conveyance Deed.

Signature of
Applicant(s)

42. The Company shall compensate the Applicant in case of any loss caused to him due to defective title of the Land, on which the Project has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.
43. That the rights and obligations of the parties under or arising out of this Application Form shall be construed and enforced in accordance with the laws of India.
44. That in case the Applicant(s) has/have to pay any commission or brokerage to any person for services rendered by such person to the Applicant(s) whether in or outside India for acquiring the Said Plot for the Applicant(s), in that event the Company makes it clear that it shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of Total Sale Price agreed to be payable to the Company for the Said Plot. Further the Applicant(s) undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection. Further the applicant undertakes to deal only with brokers duly registered with HRERA.
45. That in case there are Joint Applicant(s), all communications shall be sent by the Company to the Applicant(s) whose name appears first and at the address given by him/them which shall for all purposes be considered as served on all the Applicant(s) and no separate communication will be necessary to the other named Applicant(s) and the Applicant(s) have agreed to this condition of the Company. The Applicant(s) declares and affirms that in case of joint applicants, 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 Buyer's Agreement and both/all shall be liable for the consequences jointly as well severally.
46. That 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 the feminine gender and the words 'it, they, its,' and such like words as may be occurring in this Application Form shall carry the same meaning and purpose as the word "Applicant(s)" so far as the context may permit.
47. This said Plot is located in the District of Faridabad and Faridabad courts alone shall have the territorial jurisdiction in all matters arising out of or touching and/or concerning this transaction.
48. All or any disputes arising out or touching upon or in relation to the terms of this Application Form 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 settled through the adjudicating officer appointed under the applicable RERA Rules and Act and/or under any other mechanism provided under the applicable RERA Rules and Act.
49. The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Signature of
Applicant(s)