



# APPLICATION FORM





**M/S Ozone GSP Infratech**

**Principal Place of Business** – Sarvome House, Sector 45, Opposite Rail Vihar, Faridabad  
Haryana – 121003

**Site Office-** Sec-31, Faridabad

**Ph:** \_\_\_\_\_

Visit us at: [www.sarvome.com](http://www.sarvome.com)

**APPLICATION FORM**

( \_\_\_\_\_ )

**RERA ID:**276 of 2017

To,  
.....

Date:

Ozone GSP Infratech,  
Sarvome House, Sector 45,  
Opposite Rail Vihar,  
Faridabad, Haryana - 121003

Sub – Application for allotment of Residential Unit in Group Housing Project namely “The Presidio by Sarvome” situated at Village Aitmadpur, Plot-23, Sec-31, Faridabad, Haryana.

Dear Sir(s),

I/We the undersigned, request that a Unit having tentative super area of \_\_\_\_\_ Sq. ft. (Carpet Area \_\_\_\_\_ Sq. Ft.) in proposed Group Housing Project “The Presidio by Sarvome” situated at Village Aitmadpur, Plot-23, Sec-31, Faridabad, Haryana (“Project”), may be provisionally allotted to me/us as per the terms and conditions of M/S Ozone GSP Infratech (“Builder”) which I/we have read and understood and shall abide by the same.

In the event the Builder allot to me/us a Residential Unit, I/We agree to make the down payment/ pay in instalments the Sale Consideration and other Charges/dues which are broadly set out hereinunder.

I/We the undersigned further agree to sign and execute any necessary agreement/document/instrument, as and when desired by the Builder on the Builder's standard format.

I/We the undersigned have, in the meantime, signed the salient terms and conditions of sale of a Unit attached to this Application Form.

I/We are enclosing Draft/Pay Order No.....dated.....for  
Rs.....(Rupees.....  
.....only) drawn on .....  
(Bank & Branch) payable at \_\_\_\_\_ which may please be treated as part of earnest money.

(All drafts and cheques to be made in favour of “**M/S Ozone GSP Infratech - Escrow A/c No.** \_\_\_\_\_”, payable at \_\_\_\_\_ or as mentioned in price list of the project)



I/We agree and undertake to pay further payments/installments of sale price and other charges as stipulated and as and when called for by the Builder from time to time.

**My / Our particulars as may be recorded for reference and communication**

**1. APPLICANT (SOLE / FIRST)**

Photograph of 1<sup>st</sup> Applicant  
(Application will not be  
accepted without  
photographs)

Please sign across the  
Photograph

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

Mr./Mrs./Ms.			
S/W/D of			
Guardian's Name (if Minor)			
Date of Birth		Nationality	
PAN		Ward/Circle/Range (Where assessed)	
Aadhar No.			
Passport No (in case of nonresident of India).			
Occupation:		Service	Professional
		Student	Housewife
			Business
			Any Other
Residential Status:		Resident	Non-Resident
		Foreign National of Indian Origin	Other
Annual Income :			
<b>Funding Details:</b> The Purchase consideration shall be paid by			
(i) Own source/savings/investment			
(ii) Financing from banks, financial institutions/Quantum of loan to be raised			
<b>Correspondence Address</b>			
City		State	
Country		PIN Code	
Mobile No.		Email ID	
<b>Permanent Address</b>			
City		State	
Country		PIN Code	
<b>Office Address</b>			
City		State	
Tel No.		Fax No.	

First Applicant

Co-Applicant



## 2. SECOND / CO-APPLICANT

Photo Co-Applicant

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

Mr./Mrs./Ms.		
S/W/D of		
Guardian's Name (if Minor)		
Date of Birth	Nationality	
PAN assessed)	Ward/Circle/Range (Where	
Aadhar No.		
Passport No (in case of nonresident of India).		
Occupation:	Service	Professional
Business		
	Student	Housewife
Any Other		
Residential Status:	Resident	Non-
Resident		
	Foreign National of Indian	
Origin Other		
<b>Correspondence Address</b>		
City	State	
Country	PIN Code	
Mobile No.	Email ID	
<b>Permanent Address</b>		
City	State	
Country	PIN Code	
<b>Office Address</b>		
City	State	
Tel No.	Fax No.	

First Applicant

Co-Applicant



**3. Details of Unit proposed to be purchased:**

- (i) Type of property : .....
- (ii) Name of Project : .....
- (iii) Tower/Floor : .....
- (iv) Unit No. : .....
- (v) Carpet Area : .....  
Sq.mt./Sq.ft./Sq. yards (Approx.)
- (vi) Super Area : .....  
Basic Rate per Sq. mt./Sq.ft./Sq.yd. :
- (vii) Basic Sale Price : .....

**4. Specification:**      Standard                      Luxury

**5. Inclusions:**              Car Parking (Covered)                      Club Membership  
   Power Backup                                      Dual Meter Charges

**6. Payment Plan:**      Down Payment      Construction Linked      40:60              Other...

**7. Particulars of the Agent/ Dealer**

Name.....  
Address & Phone Nos.....

Stamp of the dealer

**8. DECLARATION :**

I/We the undersigned (Sole/First and Second Applicant jointly and severally) do hereby declare that the above mentioned particulars/information given by me/us are true and correct and nothing has been concealed therefrom.

Yours faithfully

**X**  
**Signature of Sole/First Intending Allottee(s)**      **Place:.....**              **Date:.....**

**X**  
**Signature of Second/Co-Intending Allottee(s)**      **Place:.....**              **Date:.....**



### **BOOKING DETAILS**

Flat no ..... Floor ..... Tower ..... in “**The Presidio**” (Plot no -23, Sector -31, Faridabad) having Saleable area ..... square feet and Carpet Area .....square feet with following details:

<b>SALE PRICE</b>	<b>DETAILS</b>	<b>AMOUNT (in Rs.)</b>
<b>A.</b> Basic Sale Price (Saleable Area) .....sq. ft.	@ Rs...../sq.ft.	
<b>B.</b> Specification Charges (if any)	@ Rs...../sq.ft.	
<b>C.</b> EDC & IDC (Super Area)	@ Rs...../sq.ft.	
<b>D.</b> Preferential Location Charges, if any	@ Rs...../sq.ft.	
<b>E.</b> EEC/FFC	@ Rs...../sq.ft.	
<b>F.</b> Additional Parking Charges .....(Nos.)	@ Rs...../sq.ft.	
<b>G.</b> Interest Free Maintenance Security	@ Rs...../sq.ft.	
<b>H.</b> Amenities Charges (Right to use 1 covered Parking, Club Membership, 3KVA Power backup, Dual Meter Charges)	@ Rs.....	
<b>I. GST (Goods and Services Tax)</b>	@12%	

**TOTAL Rs.**

**Total in Words: Rs.**

.....  
.....  
.....  
.....



### Specifications

<b>Lift Lobby</b>	Imported marble and granite combination flooring.
	Imported marble, granite and paint finish on walls.
	Gypsum and Grid tie false ceilings.
	LED light fittings.
	Modular Electric Switches

#### Luxury

<b>Bedrooms</b>	Laminated wooden / vitrified tie flooring of size 800 mm x 800 mm.
<b>Air Conditioning</b>	All Rooms fitted with split A/C including Living & Dining.
<b>Living and Dining</b>	Imported Marble Flooring
<b>Wall and Ceiling</b>	Pleasing shades of acrylic emulsion paint on POP surfaces.
<b>Toilets</b>	Master: Imported marble flooring & cladding up to 2.4 meters.
	Other: 400 mm x 400 mm vitrified tiles on floor.
	Other: 800 mm x 400 mm vitrified tiles on the wall till 2.4 meters.
	C.P. Fitting: Kohlar / Jaquar or Equivalent.
	Chinaware: Duravit / Kohlar or Equivalent.
	Glass cubical in all bathrooms.
<b>Kitchen</b>	Vitrified 800 mm x 800 mm tile flooring.
	Modular Kitchen, under and over counters in laminated finish.
	Granite counter top with sink.
	Kohlar / Jaquar C.P. Fittings.
<b>Electrical</b>	Home Automation System and modular switches from Legrand / Schneider / ABB / Anchor or Equivalent.
<b>Woodwork</b>	Teak finish flush doors.
	Teakwood doorframes.
	Cupboards with laminated shutters.
<b>Windows</b>	Powder Coated Aluminium/uPVC Windows.
<b>Balcony</b>	Wooden Finish Vitrified Tiles of size 600 mm x 1200 mm.
	Exterior Quality Paint.

#### Standard

<b>Bedrooms</b>	Laminated wooden / vitrified tie flooring of size 600 mm x 600 mm.
<b>Living and Dining</b>	Vitrified Flooring of size 800 mm x 800 mm.
<b>Wall and Ceiling</b>	Pleasing shades of acrylic emulsion paint on POP surfaces.
<b>Toilets</b>	Master: Vitrified tile flooring & cladding up to 2.4 meters.
	Other: 300 mm x 300 mm Ceramic tiles on floor.
	Other: 300 mm x 300 mm ceramic tiles on the wall till 2.4 meters.
	C.P. Fitting: Jal / Parco or Equivalent.
	Chinaware: Parryware / Cera or Equivalent.
<b>Kitchen</b>	Vitrified 600 mm x 600 mm tile flooring.
	Granite counter top with sink.
	Jal / Parco or Equivalent
<b>Electrical</b>	Home Automation System and modular switches from Legrand / Schneider / ABB / Anchor or Equivalent.
<b>Woodwork</b>	Skin Moulded/Laminate Finished Doors.
	Hardwood doorframes.
<b>Windows</b>	Powder Coated Aluminium/uPVC Windows.
<b>Balcony</b>	Ceramic Tiles of size 300 mm x 300 mm.
	Exterior Quality Paint.

First Applicant

Co-Applican



For Office Use Only

1. Application: Accepted / / Rejected

2. Details of Unit allotted

Tower and FloorNo. ....

Unit No. ....

PLC .....

Carpet Area .....

Super Area..... Sq.yd./Sq.mt./Sq.ft.

Rate per ... Sq.yd./Sq.mt./Sq.ft. ....

Basic Sale Price Rs. ....

PLC Rate per ... Sq.yd./Sq.mt./Sq.ft. ....

PLC Cost Rs. ....

3. Specification:      Standard                      Luxury

4. Inclusions:              Car Parking (Covered)                      Club Membership  
   Power Backup                                      Dual Meter Charges

5. Payment Plan:      Down Payment      Construction Linked      40:60              Other

6. **Total Sale Price Rs.**

7. Amount received at the time of booking vide Draft/Pay Order  
No.....dated.....for  
Rs.....(Rupees.....  
.....only)                      drawn                      on  
..... (Bank & Branch) payable at  
..... vide our Receipt No. .... Dated .....

8. Type of Account.....

9. No. of Joint Applicants.....

S.No.	KYC Documents	Submitted (Yes/No)	ERP DIVISION
1.	First / Sole Applicant Photograph		Name of the person Spoken to .....
2.	Joint / Co-Applicant Photograph		Phone No.....





3.	Address Proof		<b>SIGNATURE</b>	<b>EID</b>
4.	ID Proof			

Application Form No	Employee / Dealer Name	Booking Form Received by	
		Signature	Emp_ID

Dated .....  
Signatory

Place .....

Authorised



**Irrevocable Undertaking cum No Objection Certificate**

I/We, \_\_\_\_\_ the (Sole/First Applicant) and \_\_\_\_\_ the (Second/Co-applicant) residing at \_\_\_\_\_ submits the No-Objection Certificate in favour of M/S Ozone GSP (Builder) Infratech to apply for the revision of Layout Plan in relation to the Residential Group Housing Project “The Presidio” by “Sarvome” to be developed on Plot of Land falling on rectangle No. 23 bearing Killa no. 6-1-1(5-10-0), 6-1-2(0-14-0), 15-2-1(0-17-0), 15-2-2(6-8-0) and 16/1(2-5-0) admeasuring 1.744 acres in revenue estate of Village Aitmadpur, Sec-31, Faridabad, Haryana.

The Government has announced the policy for Transit Oriented Development (TOD) vide Notification No. CCP(NCR)/TOD/2016/343 Dated 9<sup>th</sup> Feb 2016 and as per the said Notification, the Group Housing Projects falling under TOD Zones will have more FAR and density. The above-mentioned Group Housing Project falls under the TOD Zone.

The Builder has informed and explained the Policy in relation to TOD Zones and I/We do hereby irrevocably accord our consent to the Builder to change or revise or alter the plans already sanctioned vide Sanction No. ZP-1074/SD(DK)/2015/7554 dated 08.05.2015, as the above Group Housing Project falls within the TOD Zone.

I/We do not have any objections, if the Builder wishes to avail the benefits applicable to the TOD Zone in which the Project is being developed. The developer is free and competent to apply for revision of plans as per the applicable norms and avail the advantages of higher density and FAR.

I/We hereby give my/our consent in favour of the Builder without any pressure or undue influence or coercion from the Builder and I/We undertake that I/We will not claim any additional area from the Developer on the basis of revised construction to come up on the basis of the revised sanctioned plans.

Date: .....

**Name of Sole/First Intending Allottee(s)**

X

**Signature of Sole/First Intending Allottee(s)**    **Place:.....**    **Date:.....**

**Name of Second/Co-Intending Allottee(s)**

X

**Signature of Second/Co-Intending Allottee(s)**    **Place:.....**    **Date:.....**



## **TERMS & CONDITIONS**

GENERAL TERMS & CONDITIONS FOR BOOKING OF A FLAT IN “THE PRESIDIO” (HEREINAFTER REFERRED TO AS “UNIT”) SITUATED AT SECTOR-31, FARIDABAD, HARYANA - 121003.

1. M/S Ozone GSP (Builder) Infratech (“Builder”) is inter alia engaged in developing a Residential Group Housing Project (“Project”) by the name and style of “The Presidio” by “Sarvome” to be developed on Plot of Land falling on rectangle No. 23 bearing Killa no. 6-1-1(5-10-0), 6-1-2(0-14-0), 15-2-1(0-17-0), 15-2-2(6-8-0) and 16/1(2-5-0) admeasuring 1.744 acres in revenue estate of Village Aitmadpur, Sec-31, Faridabad, Haryana. The Director Town & Country Planning Haryana has issued license bearing no. 102 of 2013 for the Project to be developed on the Total Land and the Builder has further obtained all requisite approvals from undertaking development of the Project.
2. The Builder has registered the Project with the Haryana Real Estate Regulatory Authority vide registration no. 276 of 2017.
3. The intending Allottee(s)has/have applied for allotment of a residential Unit no. \_\_\_\_, in Tower \_\_\_\_\_ admeasuring \_\_\_ sq. yards (..... sq. mtrs.) of carpet area (“Unit”) in the Project with the full knowledge and subject to all the laws/notifications and rules applicable to this area in general which have been explained by the Builder and understood by the intending allottee(s).
4. The intending Allottee(s)has/have fully verified himself/herself/themselves/itself about the rights, interest and title of the Builder in the land where the project “THE PRESIDIO” is being developed and is satisfied with the same, prior to filling/submitting the present application to the Builder. The intending Allottee(s)has/have has/have understood the obligations of the Builder in respect thereof.
5. The intending Allottee(s)has/have inspected and accepted the plans, designs, specifications which are kept at the Builder’s offices and further agrees that the Builder may effect, such variations, additions, alterations, deletions and shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes namely change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme and modifications therein as it may deem appropriate and fit or as may be done by the competent authority after proper declaration and intimation to the intending Allottee(s)and in absolute compliance of applicable laws.
6. The intending Allottee(s)shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Builder, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible



under the Benami Transactions (Prohibitions) Act, 1988 as amended in 2016 and other applicable laws.

7. The allotment of the said Unit is at the discretion of the Builder and the Builder has a right to reject any offer/application without assigning any reason. If the application is accepted, the intending Allottee(s) agrees that he/she/we/it shall pay the price of the Unit on the basis of the payment plan opted by the intending Allottee(s) and all other charges as agreed by the intending Allottee(s) and as and when demanded by the Builder under the terms and conditions of this Application Form and the Agreement for Sale (“Agreement”) to be executed between the Builder and the intending Allottee(s). He/She/We/It also agree(s) to make all payments through demand drafts/cheques drawn in favour of “M/S Ozone GSP Infratech - Escrow A/c No. \_\_\_\_\_”, payable at \_\_\_\_\_ only. T.
8. The description of the Total Sale Price for the Unit is provided in Annexure A of this Application Form. The Total Sale Price of the Unit is exclusive of any taxes, levies, duties, cess, etc. which is to be borne and paid by the intending Allottee(s) separately as and when demanded by the Builder. The Builder and the intending Allottee(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 10% of the Total Sale Price of the Unit will collectively constitute the Earnest Money. This Earnest Money shall stand forfeited in case of non-fulfilment of the terms and conditions of this Application Form or the Agreement for Sale to be executed between the intending Allottee(s) with the Builder.
9. The intending Allottee(s) shall pay the Basic Sale Price, Specifications Charges/Car Parking Charges and other charges on the basis of the “Super Area” which shall mean and include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the services viz. area under staircase, STR circulation area, walls, lifts, shafts, passages, corridors, lobbies end refuge areas.
10. The Builder, apart from basic sale price shall fix Preferential Location Charges (PLC) for certain Unit in the Project and if intending Allottee(s) opts for booking of any such Unit, he/she/it shall be liable to pay such charges as fixed & demanded by the Builder.
11. The intending Allottee(s), is/are aware that the Total Sale Consideration shall be inclusive of the External Development Charges (EDC) for the external services to be provided by the Haryana Government and Infrastructure Development Charges (IDC) at a rate levied by the Competent Authority at the time of grant of Licence. Intending Allottee(s) confirm(s) that any further imposition/levy/charges by whatever name called or in whatever form and with all such conditions imposed, or any increase in External Development Charges (EDC)/ Infrastructure Development Charges (IDC), Goods and Services Tax (GST), Transit Oriented Development Charges (TOD), Building Cess or levies of such nature on prospective or retrospective basis effective after the date of the application by the Government and / or any Governmental Authority(ies) shall be paid by intending Allottee(s) on demand to the Builder. The intending Allottee(s) agree(s) to reimburse to the



Builder and to pay on demand all taxes, levies or assessments, whether levied or leviable in future, from the date of allotment.

- 12.** The intending Allottee(s) undertakes to execute and register the Agreement for Sale in its standard format (which has been duly signed and approved by the Intending Allottee(s) within 30 (thirty) days from the date of receipt by the Allottee(s), failing which, the Builder shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. Upon such refund being made neither party shall have further rights, obligations, and liabilities here under against the other.
- 13.** The time of punctual payment of installments of Total Sale Price and other payments as agreed to be paid by the intending Allottee(s) under this Application Form and the Agreement for Sale to be executed between the intending Allottee(s) with the Builder is the essence of the transaction contemplated under this Application Form and the Agreement for Sale. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of sale as envisaged under the Agreement for Sale, failing which the intending Allottee(s) shall have to pay interest as per the terms of the Agreement for Sale on such delayed payments and the Builder reserves its right to forfeit the Earnest Money which shall be 10% of the total sales consideration in event of irregular / delayed payments / non fulfilment of terms of payment and the allotment of the Unit may be cancelled by the Builder in accordance with the terms of the Agreement for Sale. The intending Allottee(s) undertake(s) to pay the other payments as demanded by the Builder in respect of Charges, Electricity Deposit and all/any other Charges etc.
- 14.** In case of termination of the Agreement for Sale, the Total Sale Price or any part thereof shall be refunded by the Builder to the intending Allottee(s), however, the refund shall be only made after deduction of Earnest Money and adjustment of interest accrued on delayed payments and other outgoings, including but not limited taxes, levies, duties, cess, brokerage, etc., if any, will be made within 90 days from the date of termination of the Agreement for Sale and will be subject to the terms of the Agreement for Sale and other applicable laws. Any refund after aforesaid forfeiture shall not carry with it any interest or compensation on the amount refunded.
- 15.** The intending Allottee(s) agree and acknowledge that timely payment of the Total Sale Price and similarly payment of the respective total prices by all other intending Allottee(s) is the primary condition for the Builder to complete the development of the Project and handover the said Unit to the intending Allottee(s). In the absence of timely payments of various intending Allottee, the Builder cannot be held to be in default for delay in completion of the Project and handing over the Unit under the Agreement for Sale.
- 16.** In case the intending Allottee(s) wants to avail a loan facility from his/her/their employer or financial institution / agency to facilitate the purchase of the said Unit, the intending Allottee(s) understands and acknowledges that the terms and conditions imposed by the employer/financial institution/agency for extending the said facility shall be exclusively



binding and applicable upon the intending Allottee(s). The Builder shall have the right, at its own option, to adjust all payments made by the intending Allottee(s) under any head(s) of outstanding dues, if any, of the intending Allottee(s) and the intending Allottee(s) undertakes not to object demand/direct the Builder to adjust such payments in any particular manner whatsoever.

- 17.** For any alteration/modification resulting within  $\pm 3\%$  in the super area of the Flat, there will be no extra charge/enhanced / claim by the Developer/Allottee. However, where the changes are more than  $\pm 3\%$ , the cost of the Unit shall be enhanced/reduced accordingly for area increase/decrease beyond the permissible limit of  $\pm 3\%$ .
- 18.** The intending Allottee(s) of the Unit shall pay necessary charges including security deposit for maintaining and up keeping of the Unit and providing various services as determined by the Builder or its nominated agency as and when demanded by the Builder or its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending Allottee(s) agree(s) consents to this arrangement and will not question the same singly or jointly with other intending Allottee(s). The intending Allottee(s) shall also sign and execute a separate document/agreement with the Builder/Maintenance Agency nominated by the Builder for upkeep and maintenance of the common areas, services, facilities and installations of the complex, more specifically described in the Maintenance Agreement. The said Agreement shall spell out in detail the services and facilities to be provide and maintained in relation to the said Unit.
- 19.** The Builder has informed and explained the Policy in relation to TOD Zones and intending Allottee(s) hereby irrevocably accord his/her/its consent to the Builder to change or revise or alter the plans already sanctioned vide Sanction No. ZP-1074/SD(DK)/2015/7554 Dated 08.05.2015 in case the above group housing project falls within TOD Zones, with increase in number of units & altering the sizes.
- 20.** It is clarified that the Intending Allottee(s) or any RWA, or any association shall not have any ownership rights over club (including any facility therein), swimming pool, and shops, if any. All other such facilities shall not be transferred to such body or association or society, RWA and the same shall always remain in the ownership, management & control of the Builder. It is made specific that such areas have not been calculated in the super area and/or the Intending Allottee(s) has not paid any sale consideration for such areas. However, the Intending Allottee(s) shall pay club membership charges for accessing the club and its facilities which shall always be allowed by the management of the club/Builder subject to payment of monthly club membership charges/fees by the Intending Allottee(s) to the management of the club/Builder.
- 21.** The Builder shall provide fire safety measures as per existing fire safety code, regulations, and in case of any subsequent legislations, Government order or directive or guidelines, or if deemed necessary by the Builder, any additional fire safety measures, expansion of STP capacity, solar energy utilization, up gradation of any other or facility are required to be provided, Intending Allottee(s) shall pay for the same, on PRO-RATA basis.



- 22.** The Builder shall endeavour to give the possession of the Unit to the intending Allottee(s) within committed period as provided for under the Agreement for Sale, subject to Force Majeure circumstances and on receipt complete payment of the Total Sale Price and other charges due and payable up to the date of possession according to the payment plan applicable to him / her / their / them and as per the terms of the Agreement for Sale. The Builder on completion of the construction of the Unit shall issue an offer of Possession in accordance with the Agreement for Sale to the intending Allottee(s), who shall within 60 days thereof, remit all dues, if any, and take possession of the Unit. In the event of his/her/its failure to take possession for any reason whatsoever, he/she/it shall be deemed to have taken possession of the allotted Unit from the due date and shall bear all maintenance charges and any other levies on account of the allotted Unit. The actual physical possession of the unit shall be taken by the intending Allottee(s) after clearance of total sale consideration and other charges including the Stamp Duty Charges.
- 23.** The intending Allottee(s) agree(s) that the sale/allotment of the Unit is subject to Force Majeure clause which inter alia include strike, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions / clearances from statutory body non-availability of any building material due to market conditions, or if the possession is not delivered as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Builder and in any of the aforesaid event the Builder shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said Unit/ Project on account of Force Majeure circumstances.. In case of non-availability of materials at reasonable cost including those material mentioned in the specification sheet, the Builder will be entitled to use alternative/substitute material without any claim or objection from Intending Allottee(s).
- 24.** The sale deed as per the policy of the Builder shall be executed and registered in favour of the intending Allottee(s) on the format approved by the Builder, latest within 6 months of handing over of possession subject to the receipt of Total Sale Price and other connected and ancillary charges. It is further clarified that the cost of stamp duty and registration / mutation, documentation charges etc. as applicable will be extra and shall be borne by the intending Allottee(s). The intending Allottee(s) shall pay, as and when demanded by the Builder, Stamp Duty and Registration Charges / Mutation Charges and all other incidental and Legal Expenses for execution and registration of sale deed / Mutation of the unit in favour of the intending Allottee(s).
- 25.** Unless a conveyance deed is executed and registered, the Builder shall for all intents and purposes continue to be the developer/promoter of the Project Land and also the construction there on and this proposal shall not give to the Allottee(s) any right or interest therein. The intending Allottee(s) shall abide by all the terms and conditions and specifications laid down by the Builder in the Agreement. The Builder shall have the First Lien and Charge on the Flat for all its dues that may/become due and payable by Allottee(s) to the Builder. It is further clarified that the Builder is not constructing any Flat as the contractor of the Allottee(s) but is constructing the Complex as its own and the sale will be executed after the actual construction/finishing of the flat by the execution of Sub-Lease Deed.
- 26.** The intending Allottee(s) agree(s) to pay the Total Sale Price and other charges of unit as per the payment plan (Down Payment / Installment Plan) opted by him/ her / them/it.





27. The Builder has made clear to the intending Allottee(s) that is shall be carrying out extensive development / construction activities for many years in future in the Colony on the Total And shall also be connecting / linking the amenities / facilities viz electricity, water, sanitary / drainage systems etc. of additional development / construction of the Colony with the existing ones in the Project. The intending Allottee(s)has confirmed that he / she / they / it shall not make any objection or make any claim or default any payments as demanded the Builder on account of inconvenience, if any, which may be suffered by him / her / them due to such developments / constructions activities or incidental / relating activities as well as connecting / linking of amenities / facilities etc. as above said.
28. The intending Allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the Project or anywhere on the exterior of the Project or common areas of the Project.
29. The Allottee(s)shall only use the Unit for residential activity.
30. In case there are joint intending Allottee(s)all communications shall be sent by the Builder to the intending Allottee(s)whose name appears first and at the address given by him / her for mailing and which shall for all purposes be considered as served on all the intending Allottee(s)and no separate communication shall be necessary to the other named intending Allottee(s). The intending Allottee(s) shall not raise any claim or dispute in this regard.
31. The intending Allottee(s) shall take possession of the said Unit within 60 days from the receipt of offer of possession as per the Agreement for Sale failing which the intending Allottee(s) shall be deemed to have taken possession of the said Unit. In such case of Builder shall not be responsible for any loss or damage to the Finishes/Fittings/Fixtures in the said Unit occasioned due to failure of the intending Allottee(s) to take a possession within the stipulated time. Besides, holding charges @ Rs. 5/- per sq. ft. Super Area per month, the maintenance charges, as determined by the Builder/Maintenance Agency, shall also be payable by the Intending Allottee(s).
32. The intending Allottee(s)after taking possession or upon deemed possession of the flat or any time thereafter, shall have no-objection to the Developer constructing or continuing with the construction of the remaining structures or other building adjoining the flat sold to him/her.
33. Builder's RIGHT TO CREATE CHARGE: Notwithstanding, anything contained anything in this application, the Builder shall be entitled to raise loans from financial institution & banks, in relation to the project/Unit, and further, that for the purposes of such loans, the Builder shall be entitled to encumber the project together with all Units/Apartments, therein, including inter-alia by way of creation of mortgages, liens, charges etc. including



receivable from the project. Provided however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created by (or for benefit of) the Intending Allottee(s) the Unit/Apartment shall be delivered to the Intending Allottee(s) free of all charges and encumbrances, as on the date of the execution of Conveyance Deed. The Project is mortgaged in favour of \_\_\_\_\_, and the Builder has obtained necessary no objection from the said Debenture Trustee, a copy of which shall be provided to the intending Allottee(s) simultaneously with execution of the Agreement for Sale.

- 34. Builder's RIGHT TO TRANSFER/ASSIGN THE PROJECT:** Notwithstanding, anything contained in this application, the Intending Allottee(s) hereby authorizes and permits the Builder to sell, transfer, assign all its rights in the project or any part thereof either in part or full including the rights, responsibilities, obligations under the booking/allotment/agreements in favour of any third party(ies) and under that eventuality, the Intending Allottee(s) shall be directly responsible to such third party(ies)/entity(ies) as the case maybe.
- 35.** The intending Allottee(s) shall get his/her complete address registered with the Builder at the time of booking and it shall be his/her/their/its responsibility to inform the Builder by registered A/D letter about all subsequent changes, if any, in his/ her / their address(es), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him / her / them at the time when those should ordinarily reach such address and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of Unit must be mentioned clearly. In case there are joint Intending Allottee(s), all communications shall be sent by the Builder to the Intending Allottee(s) whose name appears first and at the Address given by him in the Application, shall for all purpose be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicants.
- 36.** The Total Sale Price of the Unit is escalation free.
- 37.** The intending Allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said Project/Unit. The intending Allottee(s) shall comply with all legal requirements for purchase of immovable wherever applicable, after execution of the Buyer's Agreement and sign all requisite Applications, Forms, Affidavits, Undertakings, etc. as required for the purpose.
- 38.** Any dispute or differences arising out of / touching and / or concerning this transaction which may arise between the Builder and the intending Allottee(s) before the Agreement for Sale is executed shall be settled by mutual consent failing which the matter can be referred to the authorities under applicable law.
- 39.** Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the authority established under Real Estate (Regulation and Development) Act, 2016 for the particular state.
- 40.** This Unit is the part of Project as approved by the Government of Haryana and is being



allotted by the Builder with the belief that all the rules and policies as laid down by the Government of Haryana have been complied with. In case however, at subsequent stage if the status of the Project is adversely affected by any action, directions or the orders of the Government which may also adversely affect the title of this Unit, then the Builder shall not be liable to pay for any damages to the intending Allottee(s) and in such a situation the money deposited by the intending Allottee(s) shall be refunded to him / her by the Builder along with interest as per applicable rates as provided under applicable laws.

I/We have fully read and understand the terms and conditions mentioned herein above and agreed to.

**Name of Sole/First Intending Allottee(s)**

X

**Signature of Sole/First Intending Allottee(s) Place:..... Date:.....**

**Name of Second/Co-Intending Allottee(s)**

X

**Signature of Second/Co-Intending Allottee(s) Place:..... Date:.....**



## **IMPORTANT**

Please read all the instructions carefully

1. Applicant / Co-Applicant should provide following KYC (Know Your Customer) documents with the form
2. Booking form without signature of Applicant / Co-Applicant will not be accepted.
3. Applicant / Co-Applicant should not sign blank / partially filled booking form.
4. Builder / Developer will not honor CREDIT NOTE or ADJUSTMENT NOTE issued by any one.
5. Applicant / Co-Applicant should sign the price list with payment plan attached with the booking form.
6. Booking Amount should be as per the payment plan.

### **DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM**

#### **Passport Size Photographs (4 Nos)**

##### **For Residents of India**

- Copy of PAN Card.
- Address Proof.
- Photographs of all applicants.

##### **Partnership Firm**

- Copy of PAN Card of the Partnership Firm.
- Copy of Partnership Deed.
- Proof of Registered Office.

##### **Private Limited & Limited Builder**

- Copy of PAN Card of the Builder.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Builder Secretary of the Builder.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the Builder.

##### **Hindu Undivided Family (HUF)**

- Copy of PAN Card of HUF.
- Address Proof.
- Authority letter from all coparcener's / Members of HUF authorizing the Karta to act on behalf of HUF.

##### **NRI / Foreign National of India Origin**

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the applicant.
- In case of a cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

First Applicant

Co-Applicant