

APPLICATION FORM

For Official Use: *Application No.* *Source of Application:*

Customer Type: Individual Ltd. Company Pvt. Ltd. Company Proprietorship
 Partnership Firm HUF NGO/Charitable Trust

To,
M/s Hi-Tech Buildcon Pvt. Ltd.
64, Sector-16A,
Faridabad-121002

<p>For Office Use Only Application Status: Accepted/Rejected</p> <p>Booking Date:.....</p> <p>Property No:.....</p> <p>Customer ID:.....</p> <p>Booking Mode:.....</p>

Dear Sir,

I/ We have examined the tentative plan of Residential Project named as “**CHITVAN**” to be developed and constructed under lawful arrangements by **M/s Hi-Tech Buildcon Pvt. Ltd.** (hereinafter referred to as “Company”) on a plot of land situated at Vrindavan (U.P) and hereby apply for allotment of a Studio Apartment / Service Apartment / Flat / Villa therein.

I/We agree to abide by the basic terms and conditions attached to this application form and also agree to sign and execute, as and when desired by the Company, the Buyer’s Agreement on the Company’s standard format, contents whereof have been read and understood by me/us and I/We agree to abide by them. I/We shall accept the specifications of the Unit and shall pay Basic Sale Price, Preferential Location Charges, Additional Costs, Government Levies, Maintenance Deposit, applicable Stamp Duty etc. as and when demanded by the Company. I/we hereby remit a sum of Rs. _____/-(Rupees _____) vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ Bank being the booking amount for provisional allotment of Unit.

I/We clearly understand that this application does not constitute an agreement to sale and I/We do not become entitled to the provisional and/or final allotment of Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Buyer's Agreement and/or such other documents as may be required by the Company (depending on the option availed) the allotment shall become final and binding upon the Company. If, however, I/We cancel this application or I/We fail to sign/execute and return Buyer's Agreement within thirty (30) days from its dispatch by the Company then the Company may at its discretion treat my/our application as cancelled and the earnest money paid by me/us shall stand forfeited.

I/We further agree to pay the installments and additional charges/cost as per the Payment Plan (opted by me/us), as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the application/ allotment will be cancelled and the booking/earnest money along with interest, if any shall be forfeited by the Company. My/our particulars are given below:

APPLICANT (SOLE / FIRST)

Mr. / Ms. / Mrs.....

S/o / D/o / W/o Mr.

Date of BirthNationality PAN No.....

Correspondence Address

.....

.....

City Pin Code

Permanent Address

.....

City Pin Code

Ph.No. Mob. No.

Email



Occupation:

- Business** **Self Employed** **Professional** **Service**
 Homemaker **Government Employee** **Any Other (Please Specify)**

APPLICANT (SECOND)

Mr. / Ms. / Mrs.....

S/o / D/o / W/o Mr.

Date of Birth Nationality.....PAN No.

Correspondence Address

.....

.....

City Pin Code

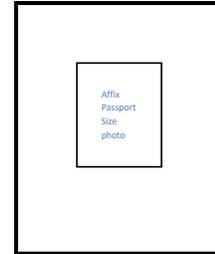
Permanent Address

.....

City Pin Code

Ph. No..... Mob No.

Email



Occupation:

- Business** **Self Employed** **Professional** **Service**
 Homemaker **Government Employee** **Any Other (Please Specify)**

OR

M/s.....a partnership firm constituted under The Indian Partnership Act 1932 (Copy of the Partnership Deed enclosed) having its place of business atthrough its partner Shri / Smtduly authorized by letter of authority dated.....(copy enclosed)PAN No.....(copy enclosed).

OR

M/s.....a Company registered under "The Companies Act 1956",having it's registered office at and corporate office at through its duly authorized signatory Shri / Smt authorized by a resolution passed by the Board of Directors (A Copy of Board Resolution, Memorandum and Articles of Association as well as Certificate of Incorporation of the company enclosed) PAN No.....(copy enclosed)

DETAILS OF STUDIO APARTMENT / SERVICE APARTMENT / FLAT / VILLA:

Unit No..... Tower Name
Floor Type:
Total Super Area..... in Sq. Ft.

DETAILS OF PRICING:	As per applicable Price list (Sq. Ft. / Yards)	Amount in Rs.
A. Basic Cost of the Unit		
Basic Sale Price(BSP)		
Preferential Location Charges (PLC)		
B. Additional Cost		
1. Additional Fittings/ Fixtures		
2. Parking (Open/Covered)		
3. Club Membership		
C. Maintenance Security		
Interest Free Maintenance Security (IFMS)		
D. Govt. Levy		
EDC & IDC (As Applicable)		
Total Amount (A+B+C+D)		
Amount in Figures		
Amount in Words		

Authorized Chanel Partner in respect of aforesaid Unit, and shall not hold the Company responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Unit then I/we shall provide NOC from my/our aforesaid Authorized Chanel Partner.

Name of the Applicant(s)

Signature of the Applicant(s)

1.....
2.....

1.....
2.....

- Note:** i) *All Cheque/ Drafts to be made in favor of "M/s Hi-Tech Buildcon Pvt. Ltd." payable at par at Faridabad only.*
ii) **Persons Signing the Application Form on behalf of other person/firm/company shall file proper Authorization/Power of attorney.**

AUTHORIZED CHANEL PARTNER DECLARATION

I authorized signatory of M/s..... having ASO Code No._____, do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/information found to be forged or faked and resultant cancellation of booked Unit by the Company. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

ADDRESS & MOBILE NO.

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

Signature of the Dealer with stamp

Signature Specimen

First Applicant Signature	
Specimen One	Specimen Two
Co/Second Applicant Signature	
Specimen One	Specimen Two

CHECKLIST

- [] Application Form is completely filled with photographs and duly signed by the Applicant(s)**
- Four Specimen Signatures have been made by the Applicant(s)**
- Cheque for booking amount is in proper name and duly signed and dated**
- Self attested copies of PAN card of all applicants are attached with the form**
- Self attested copy of Passport for all foreign Nationals of Indian Origin is attached with the form**
- Address Proof and other relevant documents are attached with the form**

Remarks (if any):

.....
.....

Booked By

Checked By

Approved By

TERMS & CONDITIONS

1. I/we have applied for allotment of a Studio Apartment / Service Apartment / Flat / Villa in the Project "**CHITVAN**" ("**said Project**") to be developed and constructed under lawful arrangement by M/s **Hi-Tech Buildcon Pvt. Ltd.** (hereinafter referred to as the "**Company**") on a plot of land situated at Vrindavan (U.P).
2. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
3. Before applying for allotment of Unit, I/we have verified the terms/ conditions of provisional allotment and price of the said Unit with other Developers in the vicinity and have fully satisfied myself/ourselves about the terms, conditions, price of the said Unit and nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per prevailing byelaws/guidelines of the Town and Country Planning Department, Uttar Pradesh, Lucknow, Mathura Vrindavan Development Authority or any other concerned authority (hereinafter referred to as "**Said Authority**") and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority and/or other Concerned Authorities in this regard to the Company.
4. The allotment of the Unit is entirely at the discretion of the Company. The allotment of the said Unit shall be provisional and shall be confirmed on the issuance of Letter of Allotment or on signing of Buyer's Agreement on the Company's standard format which has been read and understood by me/us.
5. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, it's selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition and usage of the Project and the said Unit (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for provisional allotment of the said Unit.
6. Before applying for allotment of Unit, I/we have understood and agree that the Unit with **Option-I or Option-II** shall have the specifications as mentioned in **Annexure-B**. To avail the specification listed in Option –I and Option-II, I/we hereby agree to pay onetime charges @ ____/- per sq. ft and Rs. ____/- per sq. ft respectively over and above the Basic Sale Price of the said Unit.

7. I/ we have further understand and agree that the company shall provide the items listed in Option-I and Option-II herein above, of the standard make and size and I/ we shall not request the company for change in respective specifications, make and size of the items listed in the specifications nor shall ask the company for refund of money paid for the opted specifications at any later stage.
8. I/we have further agreed that specifications listed above are indicative only and that the company may on it's own provide any additional/ better specifications and/or facilities other than those mentioned herein above due to technical reasons including non availability of certain materials of acceptable quality and price or due to popular demand or for reason of the overall betterment of the Project/ Individual Unit. I/we hereby agree to pay for the cost of additional/ better specifications and/ or facilities as additional charges proportionately or as the case may be, as and when demanded by the company.
9. I/we hereby agree and understand that the Unit area provided herein & subsequently in Allotment Letter/ Buyer(s) Agreement are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Unit, I/we shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing Company's rate/ market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded / adjusted (as may be) by the Company to me/us without my/our protest and demur and without any interest thereon.
10. I/we have examined the plans, designs and specifications of the Unit and have agreed that the Company shall apply for revision of the plan or usage of the Unit or may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Unit.
11. I/we have specifically agreed that if due to any change in the layout, the said Unit ceases to be preferentially located; the Company shall refund/ adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Unit becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.

12. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of **25 % of sale consideration of the Unit shall collectively constitute the earnest money.**
13. (i) I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of installments of basic cost and additional cost, Govt. levy etc. pertaining to the said Unit is the essence of the terms of the booking. I/we agree to make all payments within time as per the terms of Schedule of Payments as mentioned in **Annexure-A** and/or as may be demanded by the Company from time to time and I/we agree that the Company is under no obligation to send demand/ reminders for payments. If I/we fail/ default in making payment of due amount within stipulated period or my /our tendered cheque or draft got dishonored by my/our banker, then the Company shall have rights mentioned herein below:
- (a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said Unit,
 - (b) **to forfeit/deduct the earnest money together with interest on installments due but unpaid and interest on delayed payments,**
 - (c) to re-allocate the provisional allotment of the said Unit which includes change in area and location of the said Unit.
- (ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Unit is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
- (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in a manner detailed in this Application Form.
- (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basis Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/ additional cost, then I/we hereby authorize the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for up to one month delay from the due date of payment and @ 24 % p.a. thereafter on all outstanding dues from their respective due dates. The payment plan is annexed herewith as **Annexure-A**.
14. I/we hereby agree that in case of cancellation of booking of the said unit, I/we shall submit 'No Objection Certificate' from the concerned Authorized Chanel Partner, if any, in this regard.

15. I/we further agree that in case of Down Payment Plan, if I/we fail to pay the installments in the promised time frame, then the Down Payment Plan shall be automatically considered as Monthly Installment Plan. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of **Clause 13 and** shall have right to withdraw rebates or any other discounts provided in the Down Payment Plan of the said Unit.
16. I/we agree to make all payments within time in terms of schedule of payments as mentioned in **Annexure-A** and/or as may be demanded by the Company from time to time without any reminders from the Company through demand drafts/ cheques drawn upon scheduled banks in favor of "**Hi-Tech Buildcon Pvt. Ltd.**" payable at par at Faridabad. I/we further agree that in case I/we make any payment towards the said Unit from any third party account, then I/we shall ensure that there would be no claim by such third party in the said Unit against the payment made from third party account and I/we further agree that the Company shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third party account then I/we hereby agree to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by me/us from third party account.
17. I/we agree that the offer for allotment of the said Unit and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment) shall be subject to the permissions granted by Town and Country Planning Department, Uttar Pradesh, Lucknow, Mathura Vrindavan Development Authority and the usage of the said Unit and construction thereon by the applicant shall be subject to approval of plan of the said Unit by the Competent Authority as per zoning conditions, rules and regulations of Town and Country Planning Department, Uttar Pradesh, Lucknow, Mathura Vrindavan Development Authority and shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usages in the said Unit. I/we further agree that irrespective of the size of the Unit to be allotted through Buyer's Agreement, I/we can only be entitled to construct the building thereon only in the area approved in zoning plan. If the concerned Authority may impose the certain restriction/ permission towards built up area on the said Unit, in such eventuality I/we shall be liable to comply with such restriction/ permission to its fullest extent.
18. Assignment of allotment of the Unit by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Unit shall be reckoned with effect from the date of assignment of allotment right in the said Unit in favor of my/ our Assignee(s).

19. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that Service tax (If applicable) shall be payable in accordance with his opted payment plan for payment of sale consideration of the said Unit. If I/we fail to disburse the installment along with applicable Service tax of the sale consideration of the said Unit in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments along with due service tax/ interest calculated @18 % per month (or, as applicable).
20. I/we hereby agree to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Buyer(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the Unit is physically occupied by me/us or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Buyer(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further I/we hereby agree and authorize the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and I/we hereby agree that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, I/we hereby agree to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, I/we hereby agree to pay maintenance charges along-with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle me/ us to the enjoyment of common services including electricity, water etc.
21. In case at any time the Company hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Buyer(s) to such RWA/ Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance

Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s) on account of the same.

22. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.
23. The Company shall have the first lien and charge on the said Unit for all it's dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Unit may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Unit and I/we hereby agree to pay the sale consideration of the aforesaid Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
24. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant without any interest **within six months upon compliance** of necessary formalities by me/us.
25. The Company shall endeavor to give possession of the Unit to the applicant within a period of **36 months** with a grace period of 6 months, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by me/us.
26. I/we shall before taking possession of the Unit, must clear all the dues towards the Unit and have the Conveyance Deed for the said Unit executed in my/our favor by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
27. I/we shall use/ cause to be used the said Unit for designated residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Unit and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting there from.
28. I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan

from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Unit to me/us.

29. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be his responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. I/we hereby agree that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.
30. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter/ Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Buyers Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Buyer(s) agreement in this regard.
31. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
32. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
33. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Unit) 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 process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Faridabad. Subject to Arbitration as referred above, the Courts at Faridabad alone shall have the jurisdiction in case of any dispute.

DECLARATION:

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Unit in relation to the said Unit. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

Name of Applicant (s)

Signature of Applicant(s)

1.

1.

2.

2.