



Application Form

Tarang
Divine city
At Vrindavan

RERA REGISTRATION NO. : UPRERAPRJ11142

Tarang Infrastructure Limited.

D2/22, Sector-10, DLF,
Faridabad

Dear Sir/Madam,

I/We, the undersigned hereby request that a Plot/Floor/Villa may be allotted to me/us in your project at Vrindavan, Distt. Mathura (U.P.) as per the Company's terms & conditions which I/we have read and understood and shall abide by the same as stipulated by your Company.

I/We have signed the terms and conditions attached to this application form and further agree to sign and execute the necessary agreements as and when required by the Company or such other corresponding documents as prescribed by your Company in your standard format.

I/We remit herewith a sum of Rs. (Rupees) by Demand Draft/Cheque No. Dated drawn on Bank, payable at New Delhi/Faridabad as part of the earnest money. (All drafts and cheques to be made in favour of "TARANG INFRASTRUCUTURE LIMITED" payable at New Delhi/Faridabad only)

My/Our particulars are given below for your reference and record:-

1. First Applicant Mr./Mrs./Ms.

Son/Wife/Daughter of Sh.
Date of Birth Profession
Company/Firm Name Designation
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin
Nationality
Residential Address
Office Address
Tel. Res. Off. Mobile
Fax No. E-Mail
Marital Status No. of Children
PAN/WARD No. Passport No.

2. Second Applicant Mr./Mrs./Ms.

Son/Wife/Daughter of Sh.
Date of Birth Profession
Company/Firm Name Designation
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin
Nationality
Residential Address
Office Address
Tel. Res. Off. Mobile
Fax No. E-Mail
Marital Status No. of Children
PAN/WARD No. Passport No.

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3. Details of Plot/Floor/Villa

- (i) Area of Plot/Floor/Villa..... Sq. Fts /Sq. Yds (ii) Tower/Block Number.....
(iii) Floor (iv) Built-up Super Area

4. Total Cost of the Plot/Floor/Villa:

- (ii) External Development Charges..... Rs.....
(iii) Infrastructure Development Charges..... Rs.....
(iv) Preferential Location Charges..... Rs.....
(v) Power Back-up Charges (..... KVA)..... Rs.....
(vi) Club Membership Fees..... Rs.....
(vii) Interest Free Maintenance Security..... Rs.....
(viii) Other Cost (if any) Rs.....
(ix) Car Parking Charges..... Rs.....

Total Cost of Plot/Floor/Villa

5. Payment Plan Option: (A) Down Payment Plan[] (B) Construction Link Plan[]

DECLARATION:

I/We, the above applicant(s) do hereby declare that the above particulars given by me/us are true & correct and nothing has been concealed therefrom. Any allotment against this application shall be subject to the terms & conditions attached to this application which I/We have signed in token of having accepted the same. The terms & conditions and the payment plans attached to this application, shall ipso-facto be applicable to my/our legal heirs and successors. I/We declare that in case of non-allotment of the Plot/Floor/Villa, my/our claim shall be limited only to the refund of booking amount without interest. I/We have read & signed all pages of this application form and payment plan.

Signature of First Applicant

Place.....

Signature of Second Applicant

Place.....

If through Dealer / Agent, his particulars

- (i) Name
(ii) Address..... Pin Code.....
(iii) Telephone Fax No..... Mobile No.....
(iv) PAN Signature.....

Details of Payment Received

Date	Amount	Remarks
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Allotted Plot/Floor/Villa No..... Tower

CHECKLIST FOR RECEIVING OFFICIAL

- (a) Booking Amount
(b) Applicant(s) signature on all pages of the Application Form
(c) PAN/Form 60
(d) For Companies : Memorandum & Articles of Association & Board Resolution.
(e) For NRI : Copy of Passport & Payment through NRE/NRO Account

Remarks

(Received By)

(Checked By)

(Authorised Signatory)

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INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOT/FLOOR/VILLA SITUATED AT VRINDAVAN, DISTT. MATHURA. (U.P.)

1. The intending allottee(s) has applied for allotment of a residential Plot/Floor/Villa with full knowledge and subject to all the laws/notifications and rules applicable to this area in general, which have been explained by the Company and understood by him/her.
2. The allotment of the Plot/Floor/Villa is entirely at the discretion of the Company.
3. That the provisional allotment made at the time of signing of allotment letter/Plot Buyer's Agreement shall be deemed final allotment for all the legal purposes.
4. The intending allottee(s) has fully satisfied himself/herself about the title of the land which is freehold and the interest and arrangement of the Company in the land on which the Project is being developed and constructed and has understood all limitations and obligations in respect thereof.
5. The intending allottee(s) has examined the plans, designs, specifications of the Plot/Floor/Villa which are tentative and agree that the Company may effect such variations, additions, alterations, deletions and modifications therein resulting in change in the position of the Plot/Floor/Villa, change in its number, area, dimensions, layout etc as may in its sole discretion deem appropriate or may be done by any Competent Authority. The intending allottee(s) hereby agree that no claim, monetary or otherwise will be raised in case of any change. It is clarified that the initial rates of the Plot/Floor/Villa will be applicable on the changed area in case of refund or demand.
6. The intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit.
7. That timely payment of installments and other dues is the essence of this contract. It shall be incumbent on the applicant to comply with the terms of payment as per Payment Plan and applicant has agreed that company is under no obligation to send reminders for payments. In exceptional circumstances, the company may in its absolute discretion condone the delay in making payments by charging interest @ 18% p.a. on the amount outstanding upto 2 months delay from the due date of payment and @ 24% p.a. thereafter for total period. It is however clearly understood by the intending allottee(s) that the payment made by him/them shall be first adjusted towards interest due, if any and the balance amount shall be adjusted towards the principal amount.
8. That if payment is not received within 60 days of the due date or in the event of breach of any of the terms and conditions of the allotment of Plot/Floor/Villa of the company, by the applicant(s)/allottee(s), the allotment may be cancelled at the sole discretion of the Company and the company shall forfeit the amount of earnest money paid by him/them to the company.
9. All payments by the applicant(s)/allottee(s) shall be made to the Company through demand drafts/cheques drawn on scheduled bank in favour of Tarang Infrastructure Limited. Payable at New Delhi/Faridabad only.
10. The Company and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments or as the case may be, to the extent of 15% of the basic sale price of the Plot/Floor/Villa will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non fulfillment of these terms and conditions and those of Allotment Letter/ Plot Buyer's Agreement as also in the event of failure by the intending allottee(s) to sign the Allotment Letter/ Plot Buyer's agreement in companies standard format within the time allowed by the Company.
11. That if applicant(s)/allottee(s) cancel his/her booking of Plot/Floor/Villa, the earnest money shall be forfeited and the balance amount if any, after deducting all dues of the company i.e. any principle/interest amount shall be refunded to the respective applicant(s)/allottee(s).
12. The Company shall endeavor to give the possession of the Plot/Floor/Villa to the intending allottee(s) within a reasonable period of time subject to force majeure circumstances and on receipt of all payments as per Payment Plan and other charges due/demanded and payable upto the date of possession according to the payment plan opted by him/her/them. The Company on completion of the Development Work/construction shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the Plot/Floor/Villa. In the event of his/her/their failure to take possession for any reason whatsoever, he/they shall be deemed to have taken possession of the allotted Plot/Floor/Villa and shall bear all maintenance charges and any other levies on account of the allotted Plot/Floor/Villa.
13. That however the company's endeavor to complete the Development Work/Construction of the said Plot/Floor/Villa within a reasonable period of time whatsoever shall be applicable, subject to reasons beyond the control of the Developer/Company. No claim by way of damages/compensation shall lie against the Developer/Company in case of delay in handing over the possession on account of any of the aforesaid reasons, and the developer shall be entitled to a reasonable extension of time for the delivery of possession of the said Plot/Floor/Villa to the applicant/allottee, accordingly.
14. The intending allottee(s) of the Plot/Floor/Villa shall pay necessary charges for security deposit of maintaining and up-keeping of the project and providing the various services as determined by the Company or its nominated agency and as and when demanded by the Company/its nominee. The intending allottee(s) agrees and consents to sign this arrangement/agreement and will not question the same singly or jointly with other intending allottee(s).
15. The Company shall have the first lien and charge on the said Plot/Floor/Villa for all its dues and other sums payable by the applicant(s)/allottee(s) to the company.
16. Applicant(s)/allottee(s), having NRI status or being foreign nationals 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/ the Company, the amount paid towards booking and further consideration will be returned by the Company as per rules without interest and the allotment cancelled forthwith. The Company will not be liable in any manner on such account.

17. Transfer of the said Plot/Floor/Villa, in case of allotment thereof, by the applicant(s)/allottee(s) shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the Company or as the authorities may decide from time to time.
 18. Loans from Banks/Financial Institutions to finance the allotted Plot/Floor/Villa may be availed by the allottee(s). However, the Company shall not be held responsible in any manner if a particular institution/bank refuses to finance the allotted Plot/Floor/Villa on any of the grounds.
 19. In case the Company is forced to abandon the project for any reason whatsoever, the Company's liability shall be limited to the refund of the amount paid by the allottee(s) without any interest or compensation within 6 months from the happening of such eventuality.
 20. The Sale/Transfer Deed shall be executed and registered in favour of the intending allottee(s) within reasonable time after the completion of development work/construction at the site and after receipt from his/her/their full price and other connected charges, cost of stamp duty and registration/mutation charges, documentation charges etc, as applicable from time to time which shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges/Mutation Charges and all other incidental and legal Expenses for execution and registration of Sale Deed/Mutation of the Plot/Floor/Villa in favour of the intending allottee(s).
 21. The intending allottee (s) shall get his/her/their complete address registered with the company at the time of booking and it shall be his/her/their responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her/their address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her 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 therefrom. In all communications the reference of property booked must be mentioned clearly.
 22. Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction thereon.
 23. The intending allottee (s) undertakes to abide by all the laws, rule and regulations or any law as may be made applicable to the said property.
 24. To settle any confusion regarding any manner herein or anything being not covered/clarified herein, it is agreed by the allottee (s) that reference shall be made to the detailed terms of the Allotment Letter/ Plot Buyer's Agreement which has been formatted and seen and read by the allottee(s) but shall be executed on confirmation of allotment.
 25. The allottee(s) shall not use the premises for any activity other than the use specified for.
 26. In case there are joint intending allottee(s), all communications shall be sent by the Company to the intending allottee 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) has agreed to this condition of the company.
 27. The intending allottee(s) agrees that the sale of the Plot/Floor/Villa is subject to force majeure clause which interalia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, 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, or if non delivery of possession is 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 Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the company, so warrant, the company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme. In consequence of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.
 28. Save the arbitration clause as framed below. Faridabad Court alone shall have jurisdiction in all matters arising out of / touching and/or concerning this transaction.
 29. All matter and disputes concerning his application/transaction shall be subject to adjudication by a sole arbitrator to be appointed exclusively by the company i.e. M/s Tarang Infrastructure Limited.
- I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Date

Place

Signature of the Intending Allottee(s)

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