

DARSHNA ENCLAVE



APPLICATION FORM

web: www.landmark-darshna.com E-mail: info@landmark-darshna.com

Date

Application Number

Sole/First Applicant

1. Name (Mr./Ms./Mrs.)

2. Father's/Husband's Name (Mr.)

3. Date of Birth Occupation

4. Nationality Indian Other

5. Mailing Address

Pin Code Mobile Number Telephone Number

6. Email Id

7. Permanent Address

8. PAN Card No. Total Annual Income

Second Applicant

1. Name (Mr./Ms./Mrs.)

2. Father's/Husband's Name (Mr.)

3. Date of Birth Occupation

4. Nationality Indian Other

5. Mailing Address

Pin Code Mobile Number Telephone Number

6. Email Id

7. Permanent Address

8. PAN Card No. Total Annual Income

Sole/First Applicant's Signature

Second Applicant's Signature

9. Project Name _____

10. Plot Size _____ (sq. Meter/ Sq. Yard) _____ Plot No- _____

11. Payment Details:

Payment Mode Cheque DD RTGS UPI

12. Payment Plan: Down Payment Plan Construction Link Payment Plan Other Payment Plan

Payment Milestone	Payment
At The Time Of Booking/ Registration	10% Of Plot Cost
Within 30 Days From The Date Of Booking	10% Of Plot Cost
On Laying Stating Of Sewer Line Respective Sector+ 1st Installment Of Club Membership	20% Of Plot Cost+ 33% Of Club Membership
On Starting Of Electricity 2st Installment Of Club Membership	20% Of Plot Cost+ 33% Of Club Membership
On Starting Laying Of Water Supply Respective+ Final Installment Club Membership	20% Of Plot Cost+ 33% Of Club Membership
On Starting Of Laying Of Road In Respective Sector	10% Of Plot Cost
At The Time Of Offer Of Registry/ Position	10% Of Plot Cost

13. Basic Sale Price _____ Sq Meter/ Sq Yard

Other Charge*	Value
Preferential Location Charge	
External Development Charge	
Interest Free Maintenance Security	
Charges For Electricity Connection (meter Cost, Security Deposit, Enerigising Charges Etc.	
Other Charge If Any	
Total Sale Price	

*GST As Per Applicable

Booking Amount Demand Draft/Cheque No. / RTGS No. _____

Date _____

Date _____

Authorized Signatory

14. Documents Required

a) Two passport size photographs

b) Address proof

Driving Licence

Passport

Voter Id

Aadhar Card

Ration Card

c) Identity Poof

PAN Card

Passport

Aadhar Card

Driving Licence

Govt./Employee Id

Sole/First Applicant's Signature

Second Applicant's Signature

15. Direct

Through Agent

Name Of Agent

:

Address

:

Agent Rera Regn. No.

:

16. Declaration

- a)** The Cheque/Draft should be payable in the favour of "**LANDMARK REALITY & DEVELOPERS**" payable at Delhi NCR.
- b)** We have seen and understood the terms and conditions of the over and have understood that the company has the sole discretion and authority of accept and eject this application. In case of rejection by the company the applicant shall be entitled the refund of earnest amount of money paid, without interest.
- c)** If any Disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the Ghaziabad court only.

Date- _____

Solo/First Applicant's Signature

Second Applicant's Signature

Terms and Conditions

1. All Indian Citizens or NRIs are eligible to apply for the allotment of residential plot under proposed scheme.
2. The Applicant(s) must have attained the age of majority (18 years) as on the date of application. In case of minor Applicant(s), application shall be made by the natural/appointed guardian on behalf of such minor.
3. Allotment of the plots in the proposed residential scheme shall be made on the basis of first come first serve.
4. All payments to be made through Cheque/D.D. in "**LANDMARK REALTY AND DEVELOPERS**" payable at Delhi NCR.
5. All receipts shall be subject to realization of cheque/D.D. The date of receipt shall be considered as the date of payment in case the Cheque/D.D. is not dishonoured.
6. The company does not offer any discount on BSP. If any representative/associate offers you discount on mentioned BSP, the company would not be responsible for same. Furthermore the application would stand cancelled without any prior notice by company.
7. The mentioned BSP remains fixed till next price revision. The company does not authorise its representatives/associates to charge any premium apart from the mentioned BSP.
8. If Applicant(s) opt for cancellation of his/her/their booking, refund of payment made as on the date shall be as follows: (i) 25% of the BSP shall be deducted if Applicant(s) opt for cancellation of his/her/their booking after 60 days of the said booking.
9. The Applicant(s) have agreed that in case of delayed installments on account of dishonour of a cheque, ₹ 1000/- per instance will be debited to his/her account and if there are three recurring instances of cheque dishonour then, the company reserves the right to cancel the booking without giving any notice to the Applicant(s).
10. The installment due towards the payment of unit is to be paid as per the given payment schedule, no separate letter will be issued for any such installment, hence it is obligatory on the part of Applicant(s) to pay installments on or before the due dates as mentioned in the payment schedule. It is made clear that timely payment is the essence of this allotment.
11. The time of payment of installment shall be the essence of consent between the parties. It shall be incumbent upon the intending Applicant(s) to comply with the terms of payment and other terms and conditions of allotment. In case the installment is delayed, the intending Applicant(s) shall pay interest calculated from the due date of outstanding amount @18% per annum, compounded at the time of every succeeding installment even if the intending Applicant(s) fails to pay the installment with interest the Developer has reserved the right to cancel registration of allotment.
12. The price of the plot is tentative to the extent that any enhancement in the cost of scheduled land awarded by the Competent Authority under the relevant law shall also be payable proportionately, as determined by the Authority, within 30 days or in such specific period of its demand. Simple Interest at the rate of 15% per annum shall be payable on the delayed payment of enhancement.
13. Installments due towards payment of the Plot will be made at intervals as laid down by the Developer. In case payment is not received within the stipulated period given above or in the event of breach of any of the terms and conditions of this allotment by the Applicant(s), the allotment will be cancelled and 25% of the basic price of the Plot will be forfeited and balance amount will be refunded without any interest after six months.
14. The land shall continue to vest with the Developer until the entire consideration money together with interest and other amount, if any, due to the Developer on account of the sale, of such plot is paid. The transferee shall have not right to transfer by way of sale, gift, mortgage or otherwise the plot or any right, title or interest therein until the full price is paid to the Developer, except with the prior permission of the Developer.
15. Possession of the residential plots shall be delivered to the Applicant(s) in about 6 month from the date of allotment subject to the grace period of 180 Days However, possession may be given earlier, if the development of basic services in a scheme is completed before the above-mentioned period.
16. In case the possession of the plot is not offered within the prescribed period of 6+6 month from the date of allotment, Developer will pay interest at 7% per annum (or as may be fixed by the Developer from time to time) on the amount deposited by the intending Allottee after the expiry of 3 years until the date of offer of possession. In such case, the intending Allottee will not be required to pay the further installments. The payment of balance installment will only start after the possession of the plot is offered to the intending Allottee.
17. If the proposed residential scheme fails to complete or deliver on account of force majeure reasons or any other reasons beyond the control of the Developer, entire paid amount shall be refunded to the Allottee without any interest thereon. The Developer is working as per statutory rules and regulations and is making all possible efforts to obtain all necessary permissions or sanctions from the competent authorities of the Government.
18. There can be a variation in the shape or size of plot as per actual demarcation at the site, and intending Allottee shall be liable to accept the same subject to payment or refund for the differential areas, as the case may be. The variation can be up to $\pm 3\%$ of the total plot area allotted. Transfer charges will applicable 1000/ Sq.Yard if applicant will sale the unit to any other party before registry, after registry paper name change and noc charges as applicable.
19. The Applicant(s) has/have seen and accepted the plans, designs, specifications, which are tentative, modifications in the layout plan/plans, designs as the Developer may deem fit or as directed by any competent authority or authorities. Any alteration/modification resulting in $\pm 3\%$ in the area of the Plot, there will be no extra charge/claim by the Developer/Applicant(s). However, any major alteration/modification resulting in more than $\pm 3\%$ change in area of the Plot, any time prior to and upon the possession of the Plot, the Developer shall intimate to the Applicant(s) in writing the changes thereof and the resultant change, if any, in the price of the Plot to be paid by him/her/them and the Applicant(s) agrees to inform the Developer in writing his/her/their consent or objections to the Developer within 30 days from the date of such notice failing which the Applicant(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the Applicant(s) give his/her/their non-consent/objections then the allotment shall be deemed to be cancelled and the Developer shall refund the entire money received from the Applicant(s) without any deduction and the interest. The Applicant(s) agreed that any refundable/payable amount (without any interest) would be at the rate per sq. yd, as mentioned in the application/booking/allotment letter.
20. The development of the Project is likely to be completed as stipulated, subject to force majeure circumstances like regular and timely payment by the Applicant(s),

availability of development material etc. change of laws by Government/local authorities etc. No claim by way of damage or compensation shall be maintainable against the Developer in case of delay in handing over of the Plot within stipulated time after exceeding the grace period 180 days subject to aforesaid reasons the company will compensate the Applicant(s) for delayed period @ ₹3/- per sq yds per month.

21. The Allottee shall use the allotted residential unit for the residential purpose only. An Allottee undertakes not to make any illegal construction in the allotted unit nor use the same for any illegal or commercial purpose. If an Allottee found to be in violation of this condition, the Company shall have exclusive right to cancel the allotment of such Allottee.

22. In the event of furnishing any false information/affidavit in the allotment application, the Company shall have sole right to cancel the allotment of such Allottee without giving him or her any opportunity. The cancellation of allotment of such Allottee shall be rendered even after the delivery of possession of the plot and in that event the company shall be competent to recover the possession of the plot. If the process of allotment of a plot to an Allottee could not be completed on account of any mistake by such Allottee, the Company shall deduct 20% from the paid amount and remaining amount after such deductions shall be refunded without any interest by way of account payee cheque in favour of the Allottee.

23. If the Allottee opts for home loan in respect of the allotted unit from any banks and financial institutions, eligibility and entitlement for such loan shall be decided by the lending banks or financial institutions.

24. All applicants are required to furnish identity proof, voting i-card, driving license or any documents bearing his or her photo along with their application, and one of such documents shall be attested.

25. The address given in the application should be complete. Any change in the address should be notified to the Developer's Office by registered A. D. post.

26. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental charges including the stamp duty or any other duty thereof or charge/processing charge that may be levied by any authority empowered in this behalf, in respect of the devised plot shall be borne by the Applicant(s).

27. Payment shall alone not accrue any right to the Applicant(s) unless supported by relevant documents issued by the Developer.

28. The intending Allottee(s) has/have full knowledge of that the demarcation and zoning plans for the said residential unit are not yet sanctioned by the Competent Authority and that the presently proposed layout plan may further be changed and substituted by other layout plan(s) as and when sanctioned/approved by the Competent Authority in which event the number of the Said Plot, its location, size as allotted to the Intending Allottee(s) may change and be substituted by a new number, location, size etc; to which the Intending Allottee(s) has/have confirmed that he/she/they shall have no objection having been prior informed of this eventuality. The Intending Allottee(s) also agree(s) to abide by the terms and conditions of this Allotment including those relating to payment of Sale Price, Govt. Charges including but not limited to External Development Charges, Infrastructure Development Charges/Infrastructure Augmentation Charges and other charges.

29. The possession of the plot shall be delivered to the Allottee after executing necessary documentation. The Allottee shall be liable to pay all taxes after taking over the possession of his or her unit. If the Allottee fails to take the possession within 6 months from the date of delivery of possession, he or she shall be liable to pay holding charges to the Company @ ₹ 500/- sq. yd per month. After the lapse of 6 months from the date of possession, the Company shall cancel the allotment of such Allottee and refund the paid amount after deducting 25% of BSP by way of account payee cheque.

30. 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 there under or statutory enactments or 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 Agreement. Any refund, transfer of security if provided in terms of this application shall be made in accordance with the provisions of FEMA, 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 Intending Allottee(s) understand(s) and agrees that in the event of any failure on Intending Allottee(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Intending Allottee(s) shall be liable for any action under the FEMA, and rules and regulations made there under as amended from time to time. The Intending Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

31. This allotment shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India. The Courts at Delhi alone and the High Court of Delhi alone shall have the jurisdiction in all matters arising out of/ touching and/or concerning this allotment. All or any disputes arising out or touching upon or in relation to the terms of this allotment 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 arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The Arbitration Proceedings shall be conducted by a Sole Arbitrator who shall be appointed by the Company. The Intending Allottee hereby gives his consent to the appointment of the Sole Arbitrator as specified herein above and waives any objections that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the Arbitration shall be at New Delhi, India and language of arbitration shall be English. The Intending Allottee(s) hereby confirms that the Intending Allottee(s) shall have no objection to such appointment by the Company or have any doubts about the impartiality of the sole arbitrator, appointed by the Company. It is hereby clarified that during the Arbitration Proceeding the Company and the Intending Allottee shall continue to perform their respective rights and obligations under the Agreement.

32. The price, terms and conditions mentioned in the information brochure are merely indicative and not exhaustive

I/we have gone through the details of the aforesaid terms and conditions and unequivocally undertake(s) to abide by the said terms and conditions and agreed to accept the same.

Signature of the First/Sole Applicant

Signature of the Second Applicant



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