

APPLICATION FORM

DATED : _____

**M/s. LATYAN INFRASTRUCTURE PVT. LTD.
Regd. 40 DLF INDUSTRIAL AREA FIRST FLOOR KIRTI NAGAR,
New Delhi .**

AND

Corporate Office: TOWER B GROUND FLOOR ,CORENTHUM TOWER ,A-41 SECTOR-62

NOIDA UP

Dear Sir,

I/We am/are interested in booking for provisional allotment of a residential Unit (as per below given details & hereinafter referred as **Said Unit**) in the Group Housing project being developed by M/s .LATYAN INFRASTRUCTURE PVT LTD (hereinafter referred to as **COMPANY**) on a plot of land bearing Khasra No.109/1 Delhi Saharanpur road UP (hereinafter referred to as **Said Plot**).

Details of Unit:

No. _____

Floor _____

Tower _____

* Super Area _____ Sq. ft. (_____ Sq. mt.)

Carpet Area _____ sq ft (_____sq mt) .

Super Area means the total of covered area, inclusive of the area under the periphery walls, area under columns and walls plus proportionate share of areas utilized for common use and facilities.

carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Signature of the Applicant(s)

Date:

Place:



Detailed payment schedule of the above mentioned payment plans are given in **ANNEXURE- I** to this application.

I/We pay herewith a sum of Rs_____ (Rupees
_____) by Bank Draft/NEFT/RTGS/
Cheque/Banker Cheque No._____ dated _____ drawn on
_____, as Booking Amount/Earnest Money which is
10% of the Total Sale Consideration.

Detailed cost and other Charges of the Said Unit are given in **ANNEXURE- II** to this Application.

I/We further agree to make further payments and additional charges as per the Payment Plan opted by me/us and/or any other expenses as may be stipulated/demanded by the Company , failing which, my/our booking will be treated as cancelled and the said Earnest Money paid by me/us shall stand forfeited by the Company.

I/we have clearly understood that acceptance of my/our application does not, in any manner, constitute an Agreement nor entitles me/us to the allotment of the said Unit notwithstanding that Company may issue a receipt in acknowledgement of the amount tendered by me/us with this application. I/We undertake to fully comply with the Terms and Conditions which are enclosed with this Application Form as **Schedule –A.**

Signature of the Applicant(s)

Date:

Place:



My/our particulars are given below: -

*(** Applicable in case of individuals)*

FIRST/SOLE APPLICANT

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

Son / Wife / Daughter of Mr.....

Date of Birth Profession Designation

Company/Firm Name

.....

Nationality.....

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Residential Address :

.....

Office Address :

.....

Tel. Res. Off..... Mobile...

.....

E-Mail ID

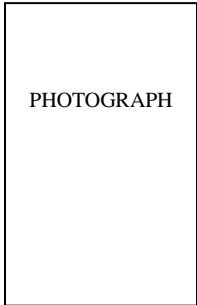
Marital Status

No. of Children

Name of Nominee

Income Tax Permanent Account No./ Ward No.

Aadhar/Passport No.



Signature of the First applicant

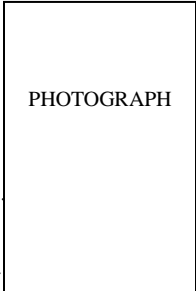
Place:

Date:



SECOND APPLICANT

Mr./ Mrs./ Ms.....
 Son / Wife / Daughter of Mr.
 Date of Birth Profession Designation
 Company/Firm Name
 Nationality



Residential Status: Resident Non-Resident Foreign National of Indian Origin
 Residential Address
 Office Address
 Tel. Res. Off Mobile
 E-Mail ID.....
 Marital Status
 No. of Children
 Name of Nomine
 Income Tax Permanent Account No./ Ward No.
 Aadhar/Passport No.

Note: (i) All Cheques/Drafts to be made in favour of “_____” payable at New Delhi only.

(ii) Persons signing the application on behalf of other person/firm/Company shall file proper Authorization/ Power of Attorney.

Name of the Applicant(s)

- 1)
- 2)

Signature of the Applicant(s)

Date :
 Place :



E. Documents to be submitted along with the Application:-

1. In case of individual/HUF: (Self attested)

Copy of residence proof (Aadhar Card/ Voter ID/ Passport/ Driving License).

Copy of PAN Card.

Authorization from other co-partners of HUF, if applicable.

Passport size photographs of the applicants.

In case of Partnership Firm/ Company (Self attested)

Copy of PAN Card.

Memorandum & Articles of Association

Board Resolution.

Deed of Partnership (if applicable).

Authorization Letter from Partners

Note: - a. All documents should be self-attested.

b. The Company may seek additional documents and/or information as may be deemed necessary or which may otherwise be required for compliance of Applicable Laws and/or to validate/substantiate any information provided herein and it shall be obligatory for the Applicant(s) to provide the same.

c. if the Application is incomplete or deficient in any respect including required documentary evidence, it shall be summarily rejected without further recourse.

Signature of the Applicant(s)

Date:

Place:



SCHEDULE “A” ANNEXURE TO THE APPLICATION FORM

TERMS AND CONDITIONS

The project is duly registered with U.P RERA in the name of THE REGENCY and its registration No. is _____.

The Applicant(s) has been provided with copies of the all above mentioned documents for perusal and its study which are also available on the web site of U.P.RERA..

The Applicant(s) has clearly understood that the said project has been approved for developing a Group Housing complex and the allotment of residential Units herein agreed to be allotted is purely provisional and shall be confirmed after payment of all consideration as demanded by the Company. The Unit herein booked shall be only used for residential purpose for which it has been applied and intended to be allotted.

The said Unit shall be sold on the basis of Super Area and the term ‘Super Area’ shall comprise the covered area, inclusive of the area under periphery walls, area under columns and walls within the Unit/Unit, areas under staircase, balconies, circulation areas, walls, lifts, shafts (all types), passages, corridors, lobbies, refuge areas plus proportionate share of the area utilized for common use and facilities such as installation and placement of air-conditioning plant, DG sets and the like.

The applicant(s) has seen the plans, designs, location, and specifications of the Unit, Tower and project which are tentative and agrees that Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the overall betterment of the project / due to utilization of purchasable FAR/ or as may be required to be done by Concerned Authority and/or Government and/or any competent authority. The applicant(s) agree that he/she/it/they shall not raise any claim, monetary or otherwise in case of any such change regarding plans, designs, location, and specifications. The Applicant(s) hereby gives his consent to the Company to undertake such modification/ alteration in specifications, details and/or facilities in the Unit ,Tower as well as in the Project as stated herein above. Any changes made and approved by the Competent Authority shall automatically supersede the present layout plan and other plans. It is clarified that the initial rate of booking of the Unit/Unit will be applicable on the changed area in case of refund or demand.

9. That it has been informed to the Applicant(s) that a certain percentage of the total area of the project has been allowed to be developed and used for commercial or institutional purposes by the competent Authority. The Company shall have unfettered rights to construct commercial units/buildings/dispensary within that permissible area in its sole discretion.

Signature of the Applicant(s)

Date:

Place:



10. It is further agreed and confirmed that the project shall be executed and completed phase wise in accordance with the construction schedule. The towers which are in the first phase shall be constructed first and possession of the Unit shall be handed over to the Applicant(s) accordingly. All major common facilities shall be completed and provided only after completion of construction of all phases. However all services necessary for making use of said space like air conditioning, power back up, etc. shall be activated at the time of delivery of possession of said space.

11. The Company shall endeavor to offer possession of the provisionally allotted Unit by 36(thirty six) months plus additional grace period of 12 (Twelve) months. If construction of Tower(s) in the Project is delayed due to any reason beyond the control of Company or due to any act of God or force majeure or as a result of any Act, Order, Rule etc. of the government, court or any other public authority, then the date of offer of possession shall be extended by the duration of such event and impact.

12. The applicant(s) agree that the 10% of Total Sale Price of the Unit shall constitute the earnest money which shall be forfeited in case of cancellation and/or breach of the Terms and Conditions of the Application Form/ Allotment Letter.

13. That all the charges payable to various departments for obtaining service/ connections to the Floor/Apartment like electricity, telephone, water, gas, pipeline etc including security deposit for sanction and release of such connections as well as informal charges pertaining Sphere to will be payable by the Applicant(s) in addition to the total sale consideration of the said Unit. In case of construction of electric substation/installation of transformers/laying of cables, the cost on pro rata basis shall be charged from the Applicant(s) at the time of offer of possession of the Unit.

14. That an Interest Free Maintenance Security (IFMS) for meeting future expenses incurred for replacement/major repair of capital goods i.e. DG Set, Lifts etc. Used in the maintenance and upkeep of the project/complex shall be payable by the Applicant(s) to the Company. The amount to be deposited as IFMS shall also be calculated according to the area of the allotted Floor/Apartment.

15. That in case Applicant(s) wants to avail a loan facility from any Bank/Financial Institution/Agency to facilitate the purchase of the said Unit, then the Applicant(s) shall arrange / avail the loan facility from Bank/Financial Institution/Agency on his/her own and the Developer shall not be responsible or liable for the sanctioning and /or non sanctioning of the same in any manner whatsoever. The Applicant(s) shall ensures and confirms that the installment as stipulated in payment plans are paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.

Signature of the Applicant(s)

Date:

Place:



16. That it is agreed that before giving actual physical possession, the Applicant(s) shall be afforded an opportunity to make physical inspection of the allotted Unit to get any Deficiency/ damage/ problem rectified by the Maintenance Agency. After taking physical possession of the Allotted Unit after due inspection & rectification, the Applicant(s) shall Have no right or claim of any nature whatsoever in respect of any item of work which the Applicant(s) may allege as not completed or in respect of any design or specifications.

17. All payments by the Applicant(s)/ Intending Allottee(s) shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favor of “**Latyan infrastructure PVT. LTD**” payable at **NOIDA** only.

18. Assignment/Transfer of the said Unit, in case of provisional allotment thereof, by the applicant(s) shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the company from time to time provided that such transferee conforms to the dedicated usage of the Unit and the terms & conditions of provisional allotment of the Unit.

19. All statutory charges, levies and applicable charges / transfer charges as may be demanded or imposed by the authorities / concerned agencies/ Judicial pronouncement shall be payable proportionately by the applicant(s) from the date of booking as per demand raised by the Company and/or concerned authority/agency.

20. Applicant(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 RBI the amount paid towards booking and further consideration will be returned by the Company as per rules without interest and the allotment of the Unit shall stand cancelled forthwith. The applicant(s) agree that the Company / Latyan infrastructure pvt. Ltd. shall not be liable in any manner whatsoever on such account.

21. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant(s) to the Company in respect of the Unit.

22. The applicant(s) undertake to abide by and comply with all the laws, rules and regulations applicable to the said Unit/IT Complex.

23. That, in case of cancellation of provisional allotment by the Applicant(s) prior to signing of the “Allotment or at any time thereafter for any reason whatsoever, the Company shall be entitled to forfeit the earnest money as well as deduct the brokerage amount paid to the broker/sales organizer out of the amount received from the Applicant(s). The Applicant(s) hereby agree and confirm that the Company shall refund the balance amount in accordance with terms and conditions mentioned herein.

Signature of the Applicant(s)

Date:

Place:

24. The Applicant(s) agrees that in case due to any legislation, order, rule or regulation made or issued by the Court/Government/any other Authority or if the competent authority(ies) refuses, delays, denies the grant of necessary approvals for the Unit/Tower in the said project or if any matters/ issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before any court of law or due to force majeure conditions, the Company after provisional and/or final allotment, is unable to deliver the Unit to the Applicant(s), the Company undertakes to refund the amount paid by the applicant(s) without any interest or compensation whatsoever.

25. The applicant(s) shall, before taking possession of the said Unit, clear all the dues payable in respect of the said Unit and have the Sub-Lease Deed of the said Unit executed in his/her/their favour after paying requisite, stamp duty, registration fee and other charges/expenses as demanded.

26. The applicant(s) shall use/cause to be used the said Unit/Unit exclusively for residential purposes and not for any other purpose. This is a condition precedent and non-compliance may invite cancellation of the Unit and/or any other penalty.

27. The Applicant(s) hereby agrees to comply with all the Laws as may be applicable to the said Unit/unit, including but not limited to the provisions of Environment (Protection) Act. 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their Rules, Notifications, labour laws etc., and the Applicant(s)/ Intending Allottee(s) shall always remain solely responsible for the consequence of non-compliance of the aforesaid Acts/Rules or any other provisions as is applicable to the Applicant/ Intending Allottee(s).

28. The applicant(s) shall get his complete address, e-mail registered with the Company at the time of booking and it shall be his responsibility to inform the Company about all subsequent changes in the address,e.mail etc , failing which, all demand notices and letters posted at the first registered address/e.mail will be deemed to have been received by him at the time when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur therefrom. In all communications the reference of the allotted Unit must be mentioned clearly.

29. In case there are joint applicant(s), all communication shall be sent by the Company to the applicant whose name appears first (Main Applicant) , at the address/e.mail given by him for mailing and which shall for all purposes be considered as served on all the Co- applicant(s) and no separate communication shall be necessary to the other named applicant(s).

30. All or any disputes arising from or out of or touching upon or in relation to the terms or formation of this Application/Allotment or its termination, including the interpretation and validity 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.

Signature of the Applicant(s)

Date:

Place:



31. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A sole arbitrator, who shall be nominated by the Company shall hold the arbitration proceedings at New Delhi. The arbitration proceedings shall be held in English language and decision of the Sole Arbitrator shall be final and binding on the Parties. It is clearly agreed, understood and confirmed by the Applicant(s) that during the pendency of the

Arbitration proceedings or any other proceedings before any Court or Forum, the applicant(s) shall continue to discharge all his/her obligations contained herein or in the Application Form/ Buyer Agreement without any demur or reservation.

32. This Application Form and its contents shall be governed by and construed in accordance with the laws of India. Subject to arbitration clause, that the Courts at New Delhi alone shall have the jurisdiction in all matters arising out of or touching upon or concerning this Agreement.

33. All payments in respect of the Allotment money, Installments and / or any other charges shall be made by the Applicant(s) in the name of the Company. The Company shall not be responsible/accountable for any payment made in cash or through cheque to agent/ broker/channel partner/ any third person. The Developer shall also not be responsible /liable for any assurances, promises etc given by agent/ broker/ channel partner/ any third person regarding allotted Unit /Project, payment plan, cost of the Unit, facilities in the Unit /project etc.

34. The terms and conditions given below are of indicative nature with a view to acquaint the applicant (hereinafter referred to as "Applicant") with the terms and conditions as may be comprehensively set out in the Allotment / Agreement, which upon execution shall supersede the terms and conditions as set out in this application in particular whereof have been understood by the Applicant/Intending Allottee(s).

35. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

I/We, the Applicant(s) has/have carefully read and understood the above mentioned terms and conditions of the present Application Form for provisional allotment and agree to abide by the same without any objection/s. I/We, the Applicant(s), also declare that I/We have sought detailed explanations and clarifications and after due deliberation and giving careful consideration and examination of all facts, terms, conditions, and representations made by the Company, I/We have now signed and executed this Application Form after being fully conscious of my/our liabilities and obligations under this provisional allotment.

Signature of the Applicant(s)

Date:

Place:

Channel Partner Seal : _____

Date:

Place:



FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____

Signature _____

Date _____

BOOKING : DIRECT / THROUGH SALES ORGANISER

Channel Partner Name & Stamp with signature : _____

Channel Partner Mobile Number:

Executive Name: _____

Mobile Number: _____

