



APPLICATION FORM



To,

Techman Buildwell Pvt. Ltd.

G-1354, Chittranjan Park,
New Delhi-110019

Photograph
First
Applicant

Photograph
Co-Applciant

Dear Sir,

I/We request for allotment of residential Plot as per details given below in the project Tuchman's
"Moti City Phase-II" being developed by you at Modi **Nagar, Distt. Ghaziabad, U.P.**

My/Our particulars are as given below:

SOLE OR FIRST APPLICANT

Applicant's Name Mr./Mrs./Ms.
Father/Husband's Name
Permanent Address
PIN..... Phone.....
Correspondence Address:
PIN.....Phone.....
Phone: Resi.....Mobile.....Office.....
Email:
Date of Birth.....Marital Status: ☐ Single ☐ Married, Date of Anniversary.....
Residential Status ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin
Occupation ☐ Govt. Service ☐ Private Sector ☐ Self Employed ☐ Professional
Office Name & Address
Designation:

CO-APPLICANT

Applicant's Name Mr./Mrs./Ms.....
Father/Husband's Name
Permanent Address
PIN..... Phone.....
Correspondence Address
PIN.....Phone.....
Phone: Resi.....Mobile.....Office.....
Email: -
Date of Birth.....Marital Status: ☐ Single ☐ Married, Date of Anniversary.....
Residential Status ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin
Occupation ☐ Govt. Service ☐ Private Sector ☐ Self Employed ☐ Professional

Place :

Date :

Signature of First Applicant

Signature of Second Applicant

INCOME TAX DETAILS

First Applicant	PAN					
Co- Applicant	PAN					

FOR COMPANIES

**M/s.....a Company registered under the Company Act, 1956/2013, having its registered office at(Corporate office/Working office atthrough its duly Authorised signatory Sh./Smt.S/W/O/D.....Authorised by Board resolution dated
(Hereinafter referred to as the intending allottee which expression shall unless repugnant to the context or meaning thereof, be deemed to include its executors, administrators, successors and permitted assigns) (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association enclosed)
** Delete whichever is not applicable

FOR PARTNERSHIP FIRMS / SOLE PROPRIETORSHIP

M/s.....having its working office at.....a sole proprietorship concern through its proprietor / a partnership firm duly registered under the Indian Partnership, Act through its partner authorised by all the partners vide its power of attorney dated.....Sh./Smt.....S/W/O/D.....R/o.....
(Hereinafter referred to as the intending allottee which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her legal representatives, administrators, executors and assigns all the partners of the partnership firm and their heirs, legal representatives, administrators' executors, successors and assigns) (Copy of the power of attorney signed by all Partners enclosed)

DETAILS OF LOCATION PAYMENT PLAN AND PRICE BREAKUP OF RESIDENTIAL PLOT APPLIED FOR**DETAILS OF PLOT**

Plot No..... Areasq.mtr. (.....sq.yds) approx. in the Residential COLONY 'MOTI CITY Phase II' situated at Modi Nagar, Distt, GHAZIABAD for a Basic cost of Rs.....(Rupees.....only)
plus applicable taxes and Preferential location charges (If any) payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

Payment Plan: -**Rates Exclusive of following Charges: -**

S.NO	Stages of Payment	S. No	Name of Charges
1.		1.	One Time Club Member ship
		2.	External Electrification Charges
		3.	Interest free Maintenance Security
		4.	Advance Maintenance Charges
		5.	Stamp Duty & Registration Expenses
		6.	Any other Charge

PLC:-

Place:

Date:

Signature of First Applicant

Signature of Second Applicant

I/We have read and understood the Company's terms and conditions forming part of this application and agree to abide by the same.

I/We agree to sign and acknowledge acceptance of Plot Allotment Letter as and when required by the Company on the Company's standard format. I/We confirm and accept that my allotment shall be confirmed only upon issue of the Plot Allotment Letter by the Company duly accepted by me.

I/We agree to pay further installments as stipulated/ demanded by the Company in accordance with plan of payment agreed upon.

I/We remit herewith a sum of Rs. _____ (Rupees _____ only) by
Cheque / Bank/ Draft / Online reference No.....dated.....drawn on
..... (Bank & Branch) as part of earnest money.

I/We, declare and confirm that I/we have applied for allotment of the above said Plot directly or through property dealer/ broker namely..... (To be filled by the Applicant only)

I/We, the above applicant(s), do hereby declare that the above-mentioned particulars/ information given by me/us are true and correct.

FOR OFFICE USE ONLY

	Check List for Receiving Officer
Receiving Officer: Name.....	<input type="checkbox"/> Booking Amount (10% of the SP+PLC)
Signature.....	<input type="checkbox"/> Customer's Signature on all pages of the application form
Ch. /DD No.....dated.....	<input type="checkbox"/> Photocopy of PAN Card / Form 60
For Rs..... Drawn on.....	<input type="checkbox"/> Photocopy of Aadhar Card
	<input type="checkbox"/> For Companies: Memorandum & Articles of Association/Board Resolution
	<input type="checkbox"/> For Partnership Firm: Copy of Partnership Deed and power of attorney from all partners and Deed registration certificate. For proprietorship firm affidavit attested by Bank.
Booking: DIRECT / BROKER/ DEALER	<input type="checkbox"/> For NRI: Passport Photocopy
	<input type="checkbox"/> For Foreign National: IPI - 7 / Passport Photocopy. NRE/ NRD A/c

Agent's Name & Address, Stamp:	Remarks: _____
.....	
Mob No.....	
Email ID.....	_____

(CR Manager)

(Site Sales Manager)

Authorised signatory

Indicative Terms & Conditions Forming part of this
Application for Allotment of Plot in TECHMAN'S "MOTI CITY Phase II" a Residential
Colony, at Modi Nagar, Dist. Ghaziabad, U.P.

The terms and conditions given below are tentative and of indicative nature with a view to acquaint the applicant(s) with the terms and conditions as comprehensively set out in the Plot Allotment Letter which, upon issue, supersede the conditions set out in this application.

That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.

1. The Applicant(s) has applied for registration for allotment of a residential Plot in the above colony being developed by Techman Buildwell Pvt. Ltd. after approval from Ghaziabad Development Authority (GDA).
2. The Applicant(s) has fully satisfied himself about the rights, titles and interests of the company in the land on which the Plot is being proposed to developed and has understood all rules, regulation, obligations and limitations in respect thereof which have been explained by the company and understood by the applicant(s) and there will not be any objection by the Applicant in this respect in future.
3. The Application is to be accompanied with the booking amount, as earnest money as per the payment plan, (which has been fully understood by the Applicant(s).) by an A/c payee cheque or draft favouring " _____ " payable at New Delhi or any online mode.
4. The final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject an application without assigning any reason thereof.
5. (a) The Applicant(s) has seen and accepted the proposed lay out of the residential colony specification, location of the plot and other terms and conditions of the aforesaid project as shown in the sale brochures/documents which are subject to alterations and modification by the architect/Company or any competent authority before or during the course of development and the Applicant is making this application with full knowledge about the same and agrees that the Company shall be entitled to do so without any objection or claim from the Applicant.

(b) The Company may, on its own, provide additional/ better specification and /or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the colony. The same shall be binding on the applicant and the proportionate cost of such changes shall be borne by the applicant.

(c) The Company shall have the right to effect suitable necessary alterations in the layout plan of the residential colony, if and when found necessary, which alternations may involve all or any of the following changes, namely change in the position /location of the plot, change in the number of the plot and / or change in its dimensions.

(d) The Company shall be responsible only for providing internal services within the peripheral limits of the residential colony. It's clearly understood that external services such as sewer, water, drainage connections, external roads, electricity power connection and its feeder line and any other essential connectivity to municipal / government facility are to be provided by the government / concerned local authority up to the periphery of the colony.

Place :

Date : Signature of First Applicant Signature of Second Applicant

6. The Applicant agrees that he shall pay the price of the residential Plot and other charges on the basis of area of the plot. If there is any increase / decrease in the final area, then necessary adjustment will be made in the price of the Plot based on original rate at which the Plot was allotted.
7. The applicant agrees to pay additionally preferred location charges as fixed by the Company and in a manner and within the time as stated in the payment plan. However, the Applicant agrees that if due to any change in the layout plan, the allotted residential Plot ceases to be a preferred location; the Company shall be liable to refund only the amount of preferential location charges paid by the Applicant.

If due to any change in the layout plan, the allotted residential Plot becomes preferentially located, then the Applicant shall be liable and agrees to pay additional preferential location charges as stated in the Price List / Payment Plan.

8. Save and except for force majeure conditions and reasons beyond its control, if the Company is not in a position to hand over the allotted residential Plot to the applicant, the Company shall be responsible only to consider for allotting any alternative available property or refund of the amount paid with simple interest @ 8% per annum and the company shall not be liable for any compensation on this account.
9. The Applicant hereby agrees that 15% of the basic sale price of the Plot shall constitute earnest money. In case of non-fulfillment of these terms and conditions and / or those of Plot Allotment Letter by the Applicant or if any inability is expressed by the Applicant to perform his/her part of the contract, the allotment shall stand cancelled and the earnest money paid by him/her to the Company shall be forfeited and balance amount, after adjustment of overdue interest and other dues if any shall be refunded to the Applicant without any interest after 120 days from date of cancellation of allotment.
10. The Applicant agrees to sign and acknowledge acceptance of the Company's Standard Plot Allotment Letter when called upon to do so by the Company.
11. Timely payment of installments as indicated in the Payment Plan is the ESSENCE of the allotment. No separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Applicant to make the payment on or before the due dates. If any installment asked as per payment schedule is not paid within due date, the Company may charge 15% interest per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 30 days, the allotment shall automatically stand cancelled without any prior intimation / notice to the allottee and the Allottee will cease to have any lien on the plot. Out of the amount deposited by the allottee the earnest money being 15% of the Total Plot Cost will stand forfeited and after deduction of overdue interest, amounts received from housing finance companies / banks against the said allotment and any other charges, the balance amount, if any shall be refunded without interest after 120 days of cancellation of allotment. However, in the eventuality of a prolonged delay where the cancellation could not be done by an omission or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the said Plot as per the prevailing rates or charging interest @ 15% per annum whichever is higher.

Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment Letter to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the applicant under the Plot Allotment Letter. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Company to send demand notices / reminders regarding the payments to be made by the Applicant as per the Schedule of Payments or obligations to be performed by the Applicant.

Place :
Date : Signature of First Applicant Signature of Second Applicant

However, the Company may in its sole discretion, waive its rights to terminate the Plot Allotment, and enforce all the payments and seek specific performance of same. In such a case, the Parties agree that the possession of the Plot will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc, along with interest by the Applicant to the satisfaction of the company.

12. In case the Applicant wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the Plot applied for, the Company shall facilitate the process subject to the following: -
 - (a) The terms of the financing agency shall exclusively be binding and applicable upon the Applicant only.
 - (b) The responsibility of getting the loan sanctioned and disbursed, as per the company's payment schedule shall rest exclusively on the Applicant. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by allottee, failing which, the allottee shall be governed by the provision contained in clause 11 given herein above.
13. That upon receipt of the completion certificate from the competent authorities, or attaining deemed completion certificate status, the Allottee shall be advised to take possession of the allotted Plot within 30 days of intimation after settlement of all accounts. Possession of the allotted Plot shall be given only after receipt of total payment and dues including stamp duty charges and registration costs and any other charges etc due in terms of Plot Allotment Letter or otherwise for allotted flat. In case of failure to settle the account and to take possession within 30 days of intimation, the allotted residential Plot shall lie at the risk and cost of the Allottee and the Allottee shall also be liable to pay holding charges as per the then applicable rates along with recurring monthly maintenance charge etc.
14. The physical possession of the Plot will be given to the Allottee only after execution of the sale deed/transfer/conveyance deed. The Allottee shall get exclusive possession of the plot and shall have no right in the remaining part of the colony except the right of use and ingress in the common areas, services and facilities within the colony. All the common areas and / or land and common facilities including unsold / unallotted spaces shall remain the property of the Company. The Sale / Conveyance Deed of the allotted residential Plot shall be executed and registered in favour of the Allottee at the time of possession of the residential Plot after receipt of total payments and dues in respect of the said Plot including Interest Free Maintenance Security (IFMS), AMC (Annual Maintenance Charge) stamp duty charges and registration cost, legal charges, other incidental expenses and any other extra charges which may be due etc.
15. All charges, expenses, stamp duty, court fee official fees etc. towards documentation, execution and registration of sale / conveyance deed, including nominal documentation & services charges, legal charges and other incidental expenses will be borne and paid by the Allottee. If the Company incurs any expenditure towards the registration of the Plot, the same shall be reimbursed by the Allottee to the Company. In case the stamp duty or other charges payable by the Allottee to the authorities at the time of registration is discounted due to reason of prior payment of some / all charges by the Company, such discount availed by the allottee shall be reimbursed to the Company prior to registration.
16. The Applicant / Allottee undertakes to abide by all the laws, rules and regulations or any other law as may be made applicable to the colony, common areas, club house amenities and amenities and facilities. All taxes, levies, charges or assessments levied by GDA or any other authority on the colony /land shall henceforth be payable by the Applicant.

Place :
Date : Signature of First Applicant Signature of Second Applicant

17. The Applicant shall comply with all legal requirements for purchase of immovable property wherever applicable and sign all requisite application, forms, affidavit, undertakings etc. required from time to time for purchase of residential plot.
18. The Applicant hereby authorizes and permits the Company to raise finance / loan from any financial institution / bank by way of mortgage securitisation of receivable of his Plot being free of any encumbrances at the time of execution of sale deed. The Company/Financial Institution / Bank shall always have the first lien / charge on the said Plot for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the development of the colony. In case of the Applicant who has opted for long terms payment plan arrangement with any financial institutions / bank, the conveyance of the Plot in favour of the Applicant shall be executed only upon the Company receiving No Objection Certificate from such financial institutions / banks.
19. All or any dispute arising out of or touching upon or in relation to the terms of this Application or Plot Allotment Letter including the interpretation and validity thereof and the respective rights and obligation 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 & Conciliation Act (Amendment) 2023 or any statutory amendments, modification thereof the time being in force. The arbitration proceedings shall be held in New Delhi by a Sole Arbitrator to be appointed by the Company. The Applicant hereby confirms that he shall have no objection to this appointment. The Courts at New Delhi shall alone have the jurisdiction in all matters arising out of / touching and / or concerning the Plot Allotment Letter regardless of the place of its acceptance.
20. The Applicant shall comply with the requirements of the Income Tax Act, 1961, as applicable, if any.
21. It is abundantly made clear that in respect of all remittances, acquisition / transfer of the said Plot shall be the sole responsibility of non-resident / foreign national of Indian origin to comply with provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or another applicable law and provide the Company within such permissions, approvals which would enable the Company to fulfill its obligations under this Application or Plot Allotment Letter. Any refund, transfer of security if provided in terms of the Plot Allotment Letter shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant understands and agrees that in the event of any failure on his part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Applicant shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
22. The Applicant shall not use or allow to be used the Plot for any non-residential purpose any activity that may cause nuisance to other Allottee in the colony.
- 23 (a) The Company shall endeavor to complete the development of the colony within a period specified in the Plot Allotment Letter, subject to timely payment by the Allottee as per the agreed schedule and other charges when due and payable or demanded by the Company and other conditions beyond control of the Company.

Place : , ,

Date : Signature of First Applicant Signature of Second Applicant

- (b) The applicant agrees that the development of the project is subject to force majeure conditions which include delay for any reason beyond the control of the Company like non availability of building materials, labour problems or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/public/Competent Authority/NGT, delay in issue of completion certificate/occupancy certificate, electric power supply connection or any other reason beyond the control of the Company including force majeure and in such an event, the Company shall be entitled to reasonable extension of time without the Applicant being entitled to claim compensation of any nature whatsoever for the period of delay.
24. The colony and its common facilities are proposed to be managed by the Company or a Facilities Management agency nominated by the Company initially for a period of 3 years and thereafter for renewed/extended period till the same is handed over to any local body, Residents Association / Society or the arrangement is terminated by the Company. The Applicant agrees to enter into an Agreement for Colony Maintenance & Facilities Management with the Company and / or its nominated agency and to pay the Interest Free Maintenance Security (IFMS), the monthly and other bills / demands for Colony Maintenance & Facilities Management property and regularly.
- The AMC shall be levied / payable from the date of deemed possession. The AMC shall be utilised for meeting cost of providing Colony Maintenance & Facilities Managements services viz campus security, common area housekeeping, garbage disposal, horticulture, maintenance of generators, water pumps, any maintenance app and other common area electro-mechanical equipment including their AMCs, services of an electrician, plumber and Estate Manager for the maintenance of the colony. The proportionate share of expenses on account of common area electricity consumption, generator power backup for common areas shall be charged extra on plot area basis or as per actual / unit consumed.
- It is understood that the right to use of common facilities shall be subject to regular and timely payment of monthly Maintenance Charges and other charges as fixed from time to time. The Applicant also agrees to deposit with the Company an Interest Free Security for Facilities Management (IFMS) as per the applicable rates declared by the company from time to time.
25. The Applicant shall use community spaces / services in the colony, if any, as per stipulated terms, conditions, rules and regulations framed for the purpose by the Company including pay-by-used for conducting personal functions like small-parties, birthday etc.
26. The Applicant agrees and undertakes that the Applicant shall not sell, transfer, assign or part with his rights, title, or interest, in the said Plot or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the Company are fully paid and Deed of Conveyance has been executed in his favour. Subject to applicable laws and notifications or any government directions as may be in force, the Company may permit the Allottee to assign his allotment only after receipt of minimum 60% of Total Plot Cost of the said Plot along with any other dues / outstandings / interest on delayed payment/PLC etc. and payment of Administrative Charges as decided by the Company from time to time. The Allottee shall be solely responsible and liable for all legal, monetary and other consequences that may arise from such assignment of his allotment.
27. The Allottee shall also be required to pay requisites charges as fixed by the Company for connections of water, sewer, and electricity for the allotted residential plot.

Place :
 Date : Signature of First Applicant Signature of Second Applicant

28. In case there are joint applicants, all communications shall be sent by the Company to the First Applicant only at the mailing address given by him which shall be deemed as served on all Applicants no separate communication shall be sent to the joint applicants. The postal address and e mail id given in the application form shall be final unless any change is intimated under Registered A/D letter or by e mail. All demand notices, letters etc. posted at the given address and e mail id shall be deemed to have been received by the Applicant and the Applicant shall be responsible for any default in payment and other consequences that might occur there from.
29. I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and conditions as comprehensively set out in the Plot Allotment Letter which shall supersede the terms and conditions set out in this application.

Place :
Date : Signature of First Applicant Signature of Second Applicant