

APPLICATION FORM

Orbit  
CITY

MAX-1 INFRATECH



**MAX-1 INFRATECH**

COMMITTED TO BUILD A BETTER WORLD

Office : S. M. Plot No. 378, Gram - Hiranpur , Paragna - Shivpur, Distt. - Varanasi  
Cell : +91-9453004989, +91-9415285235



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## APPLICATION FORM

To,  
M/s MAX-1 INFRATECH  
Office : S. M. Plot No. 378, Gram - Hiranpur,  
Paragana - Shivpur, Distt. - Varanasi

Dear sir,

I/we, hereby apply for allotment of a flat in your Group Housing project named as **"ORBIT CITY", Varanasi**; being developed and constructed by **M/s MAX-1 INFRATECH** (hereinafter referred to as the "developer") on a plot of land bearing S. M. Plot No. 378, Gram - Hiranpur, Paragana - Shivpur, Distt. - Varanasi registered in the name of the developer.

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 developer, the allotment letter and the Buyer's Agreement on the developer's standard format, contents whereof have been read and understood by me/us and I/We agree to abide by them.

I/We further agree to pay the instalments of basic sale price, preferential location charges and additional charges as per the plan (opted by me/us), failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the developer.

My/Our particulars are given below:

(1) **First Applicant** Mr./Mrs./Ms.....

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

Date of Birth.....Nationality.....

Profession.....Designation.....

Residential Status: resident Non-resident Residential

Address.....

Phone. Res.....Off.....Mobile.....

Fax No.....E-Mail ID.....

Marital Status.....No. of Children.....

Income Tax Permanent Account No.....

(2) **Second Applicant** Mr./Mrs./Ms.....

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

Date of Birth.....Nationality.....

Profession.....Designation.....

Residential Status: resident Non-resident Residential

Address.....



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Phone. Res.....Off.....Mobile.....

Fax No.....E-Mail ID.....

Marital Status.....No. of Children.....

Income Tax Permanent Account No.....

Name and Address of On Reference.....

Details of Residential flat:

(I) Type.....(ii) Flat No.....(iii) Floor.....(iv) Super Area.....Sq ft.

Payment Option Plan : Down Payment Plan ☐ Construction Linked Payment Plan ☐

I/WE the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the allotment letter/Buyer's Agreement, the term and conditions whereof shall ipso-facto be applicable to My/Our legal heir(s), successors(s) and nominee(s). I/We undertake to inform the developer of any change in my/our address or in any other particular/information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Developer.

Name of the Applicant(s)

Signature of the Applicant(s)

Note (i) All cheques/Drafts to be made in favour of **M/s MAX-1 INFRATECH** payable at Varanasi only.

(ii) persons signing the Application form on behalf of other person/firm/company shall file proper Authorization/Power of Attorney

#### ADDITIONAL CHARGES

1. Membership charges of Rs. 25000.00 per unit/flat for society.

2. An extra cost of Rs. 50,000.00 per unit/flat for transformer.

3. Service Tax and VAT as applicable.

4. Power Backup charges extra.

**5. Club Membership Charges Rs. 50,000/-**

**NOMINATION FORM** (in case of death of the buyer before registration of ownership)

Specimen Signatures of Buyer:

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

Witness:

Address (Witness).....

Name of nominee.....

Date of Birth.....Sex.....

Relationship with Buyer Address.....

Specimen Signature(nominee).....

I certify that Mr./Mrs./Ms.....son/wife daughter of Mr.....

Has signed in my presence and I verify his/her signature.

Buyer's Signature



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### TERMS & CONDITIONS

1. The applicant has applied for allotment of a residential Flat in a building being developed by M/s. MAX-1 INFRATECH over a Plot of land bearing S. M. Plot No. 378, Gram - Hiranpur, Paragna - Shivpur, Distt. - Varanasi.
2. The allotment of the residential Flat is entirely at the discretion of the Developer and in case of non-allotment the allotment money paid along with the Application Form will be refunded within two month's from the date of submission of the application without interest. The Developer shall not be bound to assign any reason for non-acceptance of the application for allotment.
3. If the Developer decides to allot a constructed Flat to the applicant, he shall be given an allotment letter. The allotment letter if issued shall be as far as possible for the allotment of a Flat as per specification, will not create any interest in favour of the allottee until full payment has been made and the conveyance deed is registered.
4. The applicant has fully satisfied himself of the nature of right, title and interest of the Developer in the said complex.
5. The applicant is satisfied with the plan, designs and specifications of the residential building and the flat agreed to be allotted in favour of the applicant and the applicant has agreed that the developer may effect such variation and modifications therein as may be necessary or as it may be appropriate and fit in the best interest of the project or as may be done by any competent authority. The necessary changes/alteration may involve change in position, location including change in dimension or area or the number of the residential flat. Any change made by the Developer shall be duly notified to the applicant/allottee and also to the institution from which the financial assistance, if any, is taken. However, the allottee shall have right to cancel his booking in case of substantial variation in the Flat allotted to him.
6. The applicant/ allottee shall have the option to pay the entire sale consideration through one time payment or in instalments. The schedule of payment of instalments as mentioned in the allotment letter shall be final and no further notice or demand shall be required to be raised by the developer/ builder. Timely payment of the installment on the basis of sale price shall be the essence of the terms of the booking/ allotment. Delayed payment shall attract interest @ 18% per annum. However, if more than three instalments become due, the developer/Builder/ landowner shall be entitled to cancel the booking of the applicant/allottee and the amount deposited by the allottee shall be refunded after the deduction of 10% as administrative charge to the allottee.
7. All the payment by the applicant shall be made to the developer through Demand Draft/Cheque in favour of MAX-1 INFRATECH.
8. The assignment of the allotment of residential flat by the applicant shall be permissible at the discretion of the developer or payment of such administrative charges as may be fixed by the developer from time to time. PROVIDED However, that the assigner and the assignee agree to comply all the formalities in this regard and the assignee agrees to abide by all the terms of allotment.
9. All statutory charges taxes and other levies demanded or imposed by the concerned authorities shall be payable proportionately by the applicant in respect of the Flat finally allotted from the date of booking as per the demand raised by Developer's Developer.



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10. The maintenance, upkeep, repairs, security, landscape, and common services etc. of the project shall be managed by the society formed for the said purpose or its nominated maintenance agency. The applicant of the residential flat shall pay as and when demanded, the maintenance charges including interest free security deposit of the various services therein as may be determined by the developer or the maintenance agency nominated for this purpose. Any delay in making payment will render the applicant liable to pay interest @ 18% p.a. Non-payment of the any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common area and services. However, it is made clear that such charges shall be levied only after the applicant is given the possession of the Flat.
11. The applicant's shall be given the possession of the Flat only after all the instalment and all other money payable by the allottee, aforesaid has been paid by the applicant and the conveyance deed is got registered in his favour by the Developer after paying Stamp Duty, Registration Fee and other legal charges or expenses. The registration of the conveyance deed shall be got done through the lawyer of the Developer.
12. The applicant shall be liable to pay the proportionate House Tax, Sewer Tax, Water tax and other Taxes levied on the project as a whole from the date of registration of the conveyance deed and transfer of physical possession.
13. The Developer shall endeavour to give possession of the residential flat to the applicant as early as possible subject to force majeure circumstances and reason beyond the control of the Developer and reasonable extension of the time for possession.
14. The applicant shall have no objection in case the Developer creates a charge on the entire project during the course of development of the project for raising loan from any bank or financial institution. However, such charge if created shall be got vacated before handing over the possession of the residential flat to the applicant.
15. The applicant shall give his complete address to the Developer at the time of booking and it shall be his responsibility to inform the Developer about all subsequent changes in his address, failing which all such demand notices and letters posted at the addressed will be deemed to have been received by him at the time when those should ordinarily be reached at such address and the applicant shall be responsible for any default in making payment and other consequences that might occur therefrom.
16. In case there are joint applicants all communications shall be sent by the Developer 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 other named applicants.

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Name of the Applicant(s)

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.....  
Signature of the Applicant(s)



**Orbit City, Ashapur, Varanasi**



**MAX-1 INFRA TECH**  
COMMITTED TO BUILD A BETTER WORLD



**Regd. Office :**

❖ Flat No. 201, B. 38/46-201, Mahalaxmi Apartment, Tulsipur, Mahmoorganj, Varanasi

**Site Address :**

❖ SM Plot No. 378, Gram - Hiranpur, Paragna - Shivpur, Distt. - Varanasi

**Contact :** +91-9453004989, +91-9415285235, +91-9415204832, +91-9415225116