



Hitaishi Heights

RAJNAGAR EXTN. GHAZIABAD

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Dear Sir

I/We the undersigned request you that a flat/ shop/office may be allotted to me/us as per the companies terms and conditions which I/we have understood and shall abide by the same as stipulated by the company.

APPLICANT DETAIL

Mr./Mrs./ Ms.
S/o. W/o. D/o.
Date of Birth Age years.
Present Address
Permanent Address
Phone No. Mobile no.
Occupation: Salaried ☐ Self employed ☐ Professional ☐
Office Address:
Phone No. Extn. No. Mobile No.
PAN/GIR Passport No (if any)-
Whether NRI Dual Citizen
E-mail :

Paste your
recent photograph

Applicant signature

CO-APPLICANT DETAIL

Mr./Mrs./ Ms.
S/o. W/o. D/o.
Date of Birth Age years.
Present Address
Phone No. Extn. No. Mobile No.
Occupation: ☐ Self employed ☐ Professional ☐
Office Address:
PAN/GIR Passport No (if any)-
E-mail :

Paste your
recent photograph

Co-applicant signature

FOR OFFICE USE ONLY

Application accepted from Mr./Mrs./ Ms.
S/o. W/o. D/o.
Unit no. in Block on



Hitaishi Heights

RAJNAGAR EXTN. GHAZIABAD

floor at Hitaishi Heights
with Super builtup area of /sqft@ /sqft along with
following additional charges to be paid as per DP CLP

Total Flat Cost	Rs.:
Discount	Rs.:
Car Parking Charges	Rs.:
Add. Car Parking Charges	Rs.:
Club Membership Charges	Rs.:
Preferential Location Charges	Rs.:
Corner Location	Rs.:
Park Facing	Rs.:
Road Facing	Rs.:
Floor PLC	Rs.:
Interest Free maintenance security	Rs.:
Power Backup (_____ kva)	Rs.:
EDC + IDC	Rs.:
EEC	Rs.:
FFC	Rs.:
Others If any	Rs.:
Total	Rs.:

..... herewith a sum of Rs. (Rupees
.....) by bank draft/ cheque no. dated
..... Drawn on bank payable at
..... of earnest money.
..... agree to pay further installment of sale price and the other charges as and when called for.
Remarks.....

Applicant Sign. _____ Applicant Sign. _____ Signature (Sales Executive) _____ Authorized Sign. _____

Note : charges will be paid by the allottees as applicable.
..... will be taken at the time of possession @ 25/- Sq. Ft.
..... DD's should be drawn in favour of M/s Dev Landcon Pvt. Ltd.

TERMS & CONDITIONS

1. I/We agree that the drawings displayed/shown are provisional and subject to change by sanctioning authority/architect/ promoter at during the course of sanction/construction without any objection or claim from the purchaser to whom we had agreed upon construction at site will start only after approved plans received by Company from appropriate authority.
2. The total sale consideration has been calculated of super area as Sale price plus PLC Charges. Rate charged above for the area of the Apartment for what is commonly known as "Super area" shall mean and include the entire covered built up area of the said apartment inclusive of the area and or periphery walls, area under columns and walls, sub-boards, projections, lifts, balconies and terraces within the said apartment plus common area, overhead tank, club-house & other common facility in the said building.
3. Any extra Vitrals executed as the flat shall be charged separately.
4. The intending allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or another authority or if competent authorities cancel the approval for construction or if any such matters relating to such approvals, permissions, notices, notifications by the competent authority become subject matter of any litigation or due to any force majeure conditions, the Company after allotment is unable to deliver the apartment to the intending allottee, the intending allottee agrees that the Company in such case shall be liable only to refund the amount received from purchaser without any interest or compensation whatsoever.
5. I/we agree to sign and execute as and when desired by the company after payment of 30% of Sale price, a Buyer's agreement on the standard format, which has been perused by me and shall abide by the terms and conditions laid down therein or which are binding on me/us.
6. As it is specifically agreed that 10% of the sale price, as aforesaid, shall always be treated as earnest money. The earnest money shall be liable to be forfeited in the event of withdrawal of allotment by the Allottee's and in case of cancellation of allotment, on account of default/breach of the terms and conditions of allotment contained herein, including non-payment of basic sale price / other charges. In the eventuality of withdrawal / cancellation, the earnest money deposited will stand forfeited and the balance amount after adjustment of interest accrued on delayed payments, if any, will be refunded to the Allottee's, without any interest and such refund shall be made only when the Said Apartment is re-allotted/sold to any other person(s) and out of the sale proceeds realized from the new allottee.
7. The payment on or before due date of sale price and other charges payable by the Allottee's as per the payment plan typed by the Allottee's or as demanded by the Company, from time to time, in the absence of this Agreement. In case, Allottee's fails to make the payments, as aforesaid the Allottee's shall be liable to pay interest thereon @ 18% per annum from the due date of the installment / payment till the date of actual payment. However, in case the Allottee's fails to make the payments, as aforesaid within a period of 60 days from the said due date, the Company shall have the right to cancel the allotment and forfeit the earnest money and the Allottee's shall be left with no right in the Said Apartment. The refund, if any will be as per Terms & Conditions of Buyer's Agreement.
8. The buyers agree that no right will accrue in favor of the buyer in the apartment until a sale deed is executed and registered, and the Dev Landcon Pvt. Ltd. shall continue to be the owner of the apartment and also the construction thereon and this allotment shall not give to the buyer(s) any rights or title or interest therein or even though all payments have been received by the Dev Landcon Pvt Ltd. The Dev Landcon Pvt Ltd shall have the first lien and charge on the apartment for all its dues that may become due and payable by the buyer(s) to the Dev Landcon Pvt Ltd.
9. I/We agree that all letters, receipt and notice issued by the promoter & dispatched by U.P./Speed post/Courier/other to the last updated address, of the purchaser shall be sufficient proof of receipt of the same by the purchaser and completely discharge the promoter of his responsibility.
10. "Taxes" means any and all Taxes paid or payable by Company and/or its contractors by way of value added tax, state sales tax, central sales tax, works contract tax, labour cesa, service tax, cesa, levies and education cesa and any other taxes by whatever name called in connection with the development/construction of the Said Apartment/Said Building/ Project, now or in future and are payable extra by the customer.
11. The applicant may, at its own cost, expense and risk, arrange any loan/funds from any bank or financial institutions to finance the purchase of the said Unit. In case the loan is not granted or cancelled or withdrawn by the bank/financial institution(s) on any ground whatsoever, the applicant shall not be entitled to any leverage or concessional treatment from the Developer. Company in no way connected/Associated with Sanction or otherwise of loan by any Bank/Financial Institution, applied by the applicant(s).
12. The stamp duty, registration charges and service tax to be paid extra as applicable. Sewerage and Water connection charges are payable extra.
13. The Club and Swimming Pool shall be exclusively for the use of residents only. Residents shall pay recurring monthly charge towards the operations & running of the Club house & Swimming Pool. Normal charges for Club & Swimming Pool usage on monthly basis shall be charged extra.
14. Metro Cess as and when levied by Ghaziabad Development Authority (GDA) and also any increase and introduction of new Development Charges levied by Government / or any of its agencies, will be proportionately charged to all the Allottees and will be payable by us.
15. That the allotment is entirely at the discretion of the Company and the Company reserves the rights to accept or reject any request for booking without assigning any reason of whatsoever nature.
16. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the Buyer's Agreement which has been formulated and seen and read by the applicant(s) but shall be executed on confirmation of booking.
17. The Developer by itself or through its nominee may raise finance from any Bank/Financial Institution/BODY Corporate to finance the building/complex and applicant(s) hereby consent(s) and authorize(s) the Developer to do the same. The developer, however, assures the applicant(s) that the said unit, after receipt of the sale price and all other sums due and payable by the Buyer, shall be conveyed to the Buyer free of encumbrances by the Developer.
18. The roof right will remain with the Developer. In the event of increase of the FAR and further construction over the last floor is permitted by the competent authorities, the developer shall be entitled to construct further floors to his convenience and buyer hereby consent to the same.
19. Transfer of the said Apartment 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.
20. The aforesaid terms and conditions are not exhaustive and are merely indicative and are subject to detailed terms and conditions in the Application Form and Flat Allotment Agreement. A copy of this application form bearing my/our signature(s) has been given to me by the Developer for future reference and record.
21. In case of any disputes arising between the parties with regards to interpretation of any clause of Terms and Conditions, but I/we buyer agreement with regard to this application then it is agreed between the parties that the Managing Director of the company or any person authorized by him shall be appointed as the sole arbitrator under the Arbitration and the Conciliation Act, 1996 or any other subsequent act on the said subject with any amendment from time to time and decision of the said sole arbitrator shall be final and binding upon both the parties.
22. The provisions of U.P. Apartments Ownership Act and rules made there under, if applicable, shall be complied by the Parties.

I/We have gone through the above mentioned terms & condition & fully understand them I/We hereby record my acceptance of the same.

Witnesses

1.
2.

Applicant(s):

Name of Applicant (s)

Address:

For Office Use Only

RECEIVING OFFICER:

Name..... Signature..... Date.....

Type of Apartment..... Apartment No..... Floor.....

Parking Type..... Basement 1 () Basement 2 () Stilt ()

Total price payable for the apartment Rs.....

PAYMENT PLAN:

Down Payment Plan () Construction Link Plan ()

Payment Received vides cheque / DD/ Pay Order Dated.....

Drawn On (Rupees.)

for Rs.....

BOOKING

Direct () Broker ()

Sale Organizer....., stamp with signature.....

Dev Landcon Pvt. Ltd.

Corporate Office: 32, 1st Floor, Navyug Market, Ghaziabad-201001 (U.P.)
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