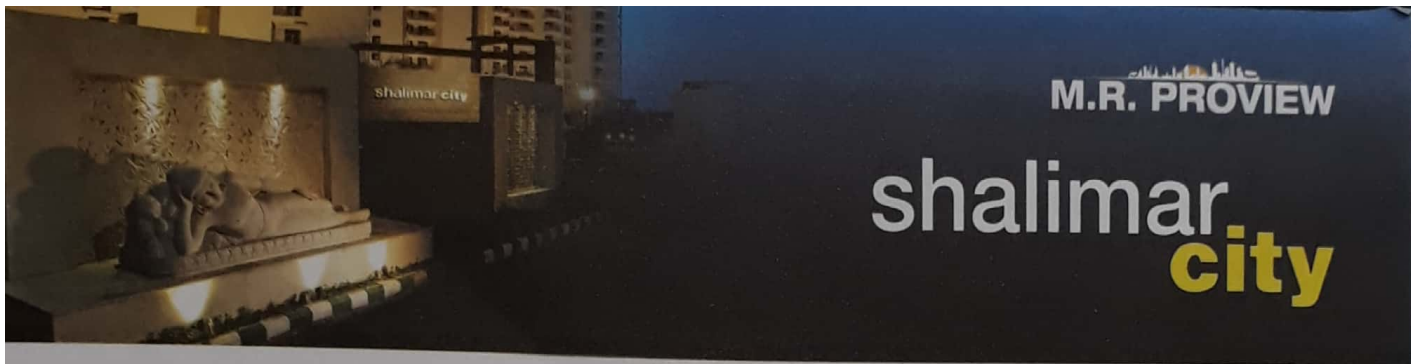




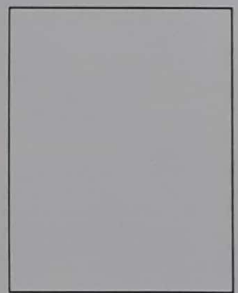
M.R. PROVIEW

shalimar
city

Application Form

MAIN APPLICANT:-

Name(s)
 Father/Husband Name
 Address
 Telephone Email
 PAN Card No.
 Date of Birth.....
 Flat No. /Block / Floor /Size



CO-APPLICANT: -

Name(s)
 Father/Husband Name
 Address
 Telephone Email
 PAN Card No.
 Date of Birth.....
 Flat No. /Block / Floor /Size



A Basic Sales Price ₹/- per.sq.ft.

B		C		D	
Floor PLC		E.D.C. ₹ 120/- per sq. ft.	} ₹ 230/- per sq.ft.	Club Membership	₹ 40,000/-
Park Facing.....		E.E.C. ₹ 25/- per sq. ft.		Covered Parking	₹ 1,75,000/-
Road Facing		F.F.C. ₹ 25/- per sq. ft.		Power Backup (Per Kva.)	₹ 20,000/-
TOTAL		I.F.M.S ₹ 30/- per sq. ft.		TOTAL.....	
		I.D.C. ₹ 30/- per sq. ft.			
		TOTAL			
		TOTAL (A+B+C+D).....			
					+ Service Tax as applicable.
		Grand Total.....			

Payment Plan : CLP ☐

Customer Type : Bank Customer ☐

Self Funding ☐

Booking Amount

Cheque Drawn On

DD /Date

1st Applicant 2nd Applicant Authorised Signatory

shalimar city

M.R. PROVIEW

Terms & Conditions

1. I/We (hereinafter referred to as the "Applicant(s)") have applied for the booking of residential flat in the proposed Group Housing Project named as "Shalimar City" (hereinafter referred to as the "Project") to be developed and constructed by M/s. MR PROVIEW REALTECH PVT. Ltd. (hereinafter referred to as the "Company") having its Corporate Office at B-66, Sector-63, Noida, U.P.
2. Applicant(s) has/have been fully satisfied about the title/development rights of the Company in the project land on which the flat (hereinafter referred to as "Unit") will be constructed/developed by the Company as per the prevailing bylaws /guidelines of the Ghaziabad Development Authority and has/have understood all limitations and obligations of the Company in respect thereof. There will be no more investigation or objection by Applicant(s) in this respect.
3. Applicant(s) understand that the booking of the Unit is entirely at the discretion of the Company. The booking of the said Unit shall be provisional and shall be confirmed on signing of Flat Buyer Agreement on the company's standard format which has been read and understood by Applicant(s).
4. The drawings/plans displayed in the office of the Company showing the proposed Project are provisional and tentative. The Company can carry out such additions, alterations and deletions in the layout plan, building plans as the Company may consider necessary or as directed by any competent authority while sanctioning the building plans or at any time without any objection by Applicant(s).
5. For a built-up unit the Applicant(s) shall pay the price of the unit on the basis of the super area i.e. covered area inclusive of proportionate common area, balcony, cupboards etc. and all other charges as and when demanded by the Company.
6. The External Development Charges, Infrastructure Development Charges or any other Charges as may be demanded by the authorities will be charged additionally and shall be paid by the Applicant(s) as and when demanded by the Company or as per the Price List/payment plan given.
7. The amount paid to the extent of 15% of the basic sale price of the unit shall constitute the earnest money which shall stand forfeited in case of delay in payment and/or breach of any of the terms and conditions of booking and also in the event of the failure by the Applicant(s) to sign the Flat Buyer Agreement within 30 days from the date of intimation given in writing by the Company.
8. Applicant 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 inter-alia involve remittance of payments/considerations and acquisitions and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rule without any interest and the booking shall stand cancelled forthwith. The applicant agrees that the Company will not be liable in any manner on such account.
9. The timely payment of installments shall be of the essence. In case of default the earnest money would be forfeited and the balance, if any, would be refundable without interest. In exceptional circumstances, the Company may, in their sole discretion, condone the delay in payment by charging penal interest at the rate of 18% per annum upto one month delay from the date of payment and @ 24% per annum thereafter on all outstanding dues from their respective due dates.
10. The Applicant(s) shall reimburse to the Company and pay on demand all taxes including service tax, levies or assessments whether levied now or leviable in future, on land and/or the building as the case may be, from the date of booking, proportionately till the unit is assessed individually.
11. The Company on completion of the construction/development and after obtaining certificate of occupation and use from the competent authorities shall issue final call notice to the Applicant(s). Applicant(s) shall within 30 days thereof, remit all dues and take possession of the unit.
12. The company shall endeavor to complete the construction of the said unit within a period of 36 months (Thirty Six months) from the date of execution of the Flat Buyer agreement subject to timely payment by the Applicant(s) of total price, stamp duty and other charges due and payable according to the payment plan applicable to him or as demanded by the Company. In the event of his/her failure to take possession and/or occupy and use the said unit provisionally and/or finally allotted within 30 days from the date of intimation in writing by the Company, then the same shall lie at his/her risk & cost and the Applicant(s) shall be liable to pay to the Company charges @ Rs. 5/- Per Square feet of the super area per month for the entire period of such delay. If the company fails to complete the construction of the said unit within 42 months (Forty Two Months), including a buffer period of 6 months in the aforesaid 36 months of construction period, then the company shall pay to the Applicant(s) compensation @ Rs. 5/- per Square feet of the super area per month for the period of such delay beyond 42 months. The adjustment of compensation/charges shall be done at the time of conveying the said unit and not earlier. The said compensation/charges shall be distinct charge in addition to maintenance charges and not related to any other charges as provided in this application and the agreement.
13. The Applicant(s) shall pay proportionate charges for maintenance and upkeep of common areas and service of the Project to the company/ its nominated agency. This arrangement will be carried until the services are handed over to a Body Corporate or Society or Association of the Buyers. The Company/Maintenance Agency shall be entitled to withdraw from the maintenance of the Project without assigning any reasons. Applicant(s) agree and consent to this agreement. Applicant(s) shall sign a separate maintenance agreement with the Company/Maintenance Agency; make an interest free security deposit for the timely payment of the maintenance charges and contribution to the replacements Sinking Fund as determined by the Company/Maintenance Agency.
14. The conveyance deed shall be executed in favour of the Applicant(s) on receipts of all payments as due. Applicant(s) shall pay the stamp Duty, Registration Charges and all other incidental charges for execution of conveyance deed in favour of the Applicant(s).
15. Till the conveyance deed is executed the company shall continue to be the owner of the project and also the unit agreed to be allotted. The Company shall also have the first lien and charge on the unit for all its dues and other sums payable by the Applicant(s) to the Company.
16. Applicant(s) shall get the complete address registered with the Company at the time of booking and it shall be Applicant(s) responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in Applicant(s) address.
17. In all communications with the Company the reference of unit booked must be mentioned clearly.
18. Applicant(s) shall not be entitled to get their name substituted in its place without the prior approval of the Company. Such approval shall be granted on payment of administrative/Transfer charges as prescribed by the Company time to time.
19. Applicant(s) shall abide by all the laws, rules and regulations applicable to the said unit and/or the project.
20. Applicant(s) shall pay the basic sale price and other charges of unit as per the payment plan opted for by the Applicant(s) out of the options prescribed by the Company. All payments shall be made in favour of "M/S. MR Provieu Realtech Pvt. Ltd." by cheque/bank draft payable at Delhi/NCR. Outstation cheque shall not be accepted.
21. Applicant(s) shall not use the premises for any activity other than the use prescribed for.
22. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first and at the address given by them for mailing and which shall for all purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicant.
23. If as a result of any rules or directions of the Government or any Authority or if any competent authority delays, withholds, denies the grant of necessary approvals for Project 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 shall be liable only to refund the amounts received from Applicant(s) with simple interest @ 6% per annum from the date of contingency.
24. The Company shall be entitled to raise finance/loan from any Financial institution/Bank by way of mortgage/charge/securitization of receivables and creating charge on the project land. In case of the Applicant(s) who have taken loan from any Financial Institution/Bank, the conveyance of the unit in favour of the Applicant(s) shall be executed only upon Company receiving "No Objection Certificate" from such Financial Institution/Bank and the conveyance deed shall be handed over to the lending institution if so required by them. However, the charge shall be retrieved before handing over the possession of the unit.
25. It is specifically understood by the Applicant(s) that the Company may incorporate additional terms and conditions in the Flat Buyer Agreement over and above the terms and conditions of booking as set out in this application.
26. To settle any confusion regarding any matter herein, it is agreed by the Applicant(s) that reference shall be made to the detailed terms of Flat Buyer Agreement, the terms whereof have been seen, read and understood/accepted by the Applicant(s).
27. If any misrepresentation/concealment/suppression of material facts are found to be made by the Applicant(s), the booking will be cancelled and the earnest money deposited shall be forfeited and the Applicant(s) shall be liable for such misrepresentation/concealment/suppression of material facts in all respect.
28. Any dispute or difference whatsoever arising shall be referred to a Sole Arbitrator appointed by Company. The award made in pursuance thereof shall be binding on the parties hereto. The arbitration proceedings shall be held at Ghaziabad. The power of Company to appoint a Sole Arbitrator shall not be challenged by the Applicant(s).
29. The Courts of Ghaziabad shall have the exclusive jurisdiction in case of any dispute.

I/We have now signed this application form in token of acceptance after giving careful consideration to all facts, terms and conditions and paid the monies thereof. I/We hereby irrevocably accept and agree to abide by the aforesaid terms and conditions of the allotment.

I/We the applicant(s) do hereby declare that the above particulars given by me/ us are true and correct and nothing has been concealed there from. Any Booking against this application shall be subject to the terms and conditions attached to this booking form and that of the Booking Form/ Flat Buyer Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heirs and successors. I/We undertake to inform the Company 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 Company shall be deemed to have been received by me/us.

Name of the Applicant (s)

Signature of the Applicant (s)

Date:

Place:

- Note:
- (i) All Cheque /Drafts to be made in favour of M/s MR Provieu Realtech Pvt. Ltd. payable at Delhi/NCR only.
 - (ii) Persons signing the Application Form on behalf of other person/ firm/ Company shall file proper Authorisation/ Power of Attorney.

FOR OFFICE USE

Total No. of Applicants.....

Type of Bank Account of Applicants (NRE/NRO/ Foreign Nationals).....

Remarks.....