



JyotiSuper Construction & Housing Pvt. Ltd.

(AN ISO 9001-2000 CERTIFIED COMPANY)

1210, TOWER A, THE CORENTHUM, SEC-62, NOIDA (U.P.)

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E-mail: mail@jyotisuper.com, website: www.jyotisuper.com

APPLICATION FORM

Dear Sirs,

I/We the undersigned request that a Flat/Shop/Office/Storage Space may be allotted to me/us as per the Company's terms and conditions which I/We have read and understood and shall abide by the same.

I/We further agree to sign and execute any necessary agreement, as and when desired by the company on the Company's standard format. I/We have, in the meantime signed the salient terms and conditions of sale attached to this application form.

I/We remit herewith a sum of Rs..... (Rupees.....) by Bank draft/Cheque No..... Dated Drawn on..... Bank as part of earnest money.

(All drafts and cheques to be made in favour of Jyoti Super Construction & Housing Pvt. Ltd., New Delhi).

My/Our particulars as mentioned below may be recorded for reference and communication.

1. Applicant's (Sole/First)

S/o, W/o, D/o of Nationality PAN No.

2. Second Applicant's Name

S/o, W/o, D/o of Nationality PAN No.

3. Third Applicant's Name

S/o, W/o, D/o of Nationality PAN No.

Local Address (if any)

..... Pin Code

Telephone Nos. Fax No.

Address (For Communication)

..... Pin Code

Telephone Nos. Fax No.

3. Residential Status : Resident Indian Non-Resident Indian CLP

4. Payment Plan : Down Payment Instalment

5. Details of unit to be purchased :

- (i) Name of the project :
- (ii) Type of property :
- (iii) Unit Number :
- (iv) Block :
- (v) Floor :
- (vi) Area :
- (vii) Basic Rate per sqm./sq.ft. :

6. Car Parking space in complex : One Two Covered Open

7. Storage space in complex : Yes No Numer

8. Booking : Direct Through Dealer / Agent

9. If through dealer / agent, give his particulars :

Name

Address Pin Code

Telephone No. Fax No.

10. Income Tax Permanent Account No.

11. DECLARATION :

I/We the undersigned (Sole/First and Second Applicant) do hereby declare that the above mentioned particulars/information given by me/us are true and correct and nothing has been concealed therefrom.

Yours faithfully,

DIRECT/AGENT

(1) (2) (3)

Signature of the Applicant(s)

Signature of First Applicant

Place : Date :

FOR OFFICE USE ONLY		Application No.	AMOUNT RECEIVED AT THE TIME OF BOOKING	
1. Application Accepted / Rejected			Basic Sale Price	
2. Details of unit allotted.			E.D.C.	
1. Unit number			Car Parking Space	
Type	Block No.	Floor	Storage Space	
Super Area	Sq.ft. Rate per sqm./sqft.		Other Charge	
Basic Sale Price			(I)	
3. Car Parking Spaces : One/Two price		Number	(II)	
3. Car Parking Spaces : One/Two price		Number	Open/Covered	
4. Payment Plan : Down Payment <input type="checkbox"/>		Instalment <input type="checkbox"/>	CLP <input type="checkbox"/>	
5. Cost of car parking space :				
6. Cost of storage space :				
7. Amount received at the time of booking vide draft/cheque No.		Dated		
Rs.		(Rupees		
.....) Drawn on		Bank at New Delhi/Delhi and our Receipt
No.		Dated		
.....			
8. Booking Through Dealer/ Agent <input type="checkbox"/>				
Name of Agent		Brokerage Payable		
9. No. of Joint Applicants				
Date		Place		Authorised Signatory

TERMS AND CONDITIONS FOR ALLOTMENT IN

1. The allottee(s) has applied for allotment of a residential/commercial unit with full knowledge and subject to all the laws / notifications and rules applicable to this area in general which have been explained by the Company and understood by him/ her.
2. The allottee(s) has fully satisfied himself/herself about the interest and the title of the Company in the said land on which the unit will be constructed and has understood all limitations and obligation in respect thereof.
3. The allottee(s) has accepted the plans, designs, specifications which are tentative and are kept at the company's regd. office at New Delhi and agrees that company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by any competent authority and the allottee(s) hereby gives his/her consent to such variation/addition/alteration/deletion and modification.
4. The company shall have the right to effect suitable and necessary alteration in the layout plan, if and when necessary which may involve all or any of the changes, namely change in the position of unit, changes in its number, dimensions, height, size, area, layout or change of entire scheme.
5. The allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Company, which may, in its sole discretion, permit the same on such terms as it may deem fit.
6. The allottee(s) agrees that he/she shall pay the price of the unit on the basis of the super area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. He/She also agrees to make all payments through demand drafts/ cheques drawn upon and payable at New Delhi/Delhi only.
7. The company and the allottee(s) hereby agree that the amounts paid with the application and in instalments as the case may be, to the extent of 20% of the basic sale price of the unit will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non-fulfilment of these terms and conditions and those of Allotment Letter/Agreement.
8. Timely payment of instalments is the essence of this contract. It shall be incumbent on the allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the allottee(s) shall have to pay interest @ 24% per annum on the delayed payments and the Company reserves its right to forfeit the earnest money in the event of irregular/delayed payments/ non-fulfilment of terms of payment and the allotment may be cancelled at the discretion of the Company.
9. The allottee(s) agrees to reimburse to the Company and to pay on demand all taxes, 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 allotment.
10. The Company shall endeavour to give possession of the unit to the allottee(s) within reasonable time subject to force majeure circumstances on receipt of all payments as per instalment plan from the date of booking and on receipt of complete payment of the basic sale price and other charges due and payable upto the date of possession according to the payment plan applicable to him/her. The company on completion of the construction shall issue final call notice to the allottee(s), who shall within 30 days thereof, remit all dues and take possession of the unit. In the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all other levies on account of the allotted unit.
11. The sale deed shall be executed and got, registered in favour of the allottee(s) within the reasonable time after completion of development work/construction at the site and after receipt from him/her full price and other connected charges, the cost of stamp duty and registration / mutation, documentation charges etc. as applicable will be extra and shall be borne by the Allottee(s). The allottee(s) shall pay, as and when demanded by the Company, stamp duty and Registration Charges/Mutation charges and all other incidental and legal expenses for execution and registration of sale deed/mutation of the unit in favour of the allottee(s).

Signature of Allottee's

12. The allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her address failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom. In all communication the reference of property booked must be mentioned clearly.
13. The Company shall have the first lien and charge on the said unit for all its dues and other sums payable by the allottee(s) to the Company. The allottee shall not have any ownership rights on the common area / roof / Terrace area unless while defined by the company.
14. Unless a conveyance deed is executed and registered the Company shall for intents and purposes continue to be the owner of the land and also construction thereon and this agreement shall not give to the allottee any right or title or interest therein.
15. The allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.
16. The allottee(s) agrees to pay the total basic sale price and other charges of unit as per the payment plan (Down payment/ instalment plan) opted by him/her.
17. The allottee(s) shall not put up any name or sign board, Neon sign, publicity or advertisement material- hanging of clothes etc. on the external facade of the Building or anywhere on the exterior of the Building or common areas. The allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in exterior elevation or design.
18. The allottee shall not use the premises for any activity other than the use specified for.
19. In case there are joint allottees, all communication shall be sent by the company to the allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the allottees and no separate communication shall be necessary to the other named allottee (s).
20. The allottee(s) agrees that the sale of the unit is subject to force majeure clause which inter-alia include delay on account of non-availability of steel/or cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decision/ clearances from statutory body, or if non-delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.
21. The company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances being beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme.
22. In consequence of the Company abandoning the scheme, the 'Company1 shall be liable to refund the amount paid by the allottee(s) with interest @ 9% p. a.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Date

Place:

Signature of the Allottee(s)