

Application Form

Piyush Colonisers Ltd.
A-16/B1, Mohan Co-operative Industrial Estate,
Main Mathura Road, New Delhi - 110044

Dear Sir,

I/We, hereby apply for allotment of upcoming Residential Unit in an upcoming Residential Project titled as "Elite Floors" as a part of the Integrated Township Project as "PIYUSH CITY, PALWAL (HARYANA) - Hatin Road, Sector- 9", to be developed and constructed by M/s Piyush Colonisers Ltd. (hereinafter referred to as the "Company") on land situated in Palwal, Haryana

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 the Company the Allotment Letter and the Buyer's Agreement on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them.

I/We remit herewith a sum of Rs. _____ (Rupees _____)
vide Bank Draft/Cheque No. _____ Dated _____ drawn on _____
being booking money for allotment of Residential Flat/Floor.

I/We further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/demanded by the Company, failing which the allotment will be cancelled and the earnest money alongwith interest, if any due, shall be forfeited by the Company. My/Our particulars are given below:-

1. First Applicant Mr./Mrs./Ms.....

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

Date of Birth..... Profession Designation.....

Company/Firm Name.....

Nationality.....

Residential Status : [] Resident [] Non-Resident [] Foreign National of Indian Origin

Residential Address.....

Office

Tel. Res..... Off..... Mobile.....

Fax No..... E-mail ID.....

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

PAN No./Ward No..... Passport No.....

PHOTOGRAPH

2. Second Applicant Mr./Mrs./Ms.....

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

Date of Birth..... Profession Designation.....

Company/Firm Name.....

Nationality.....

Residential Status : [] Resident [] Non-Resident [] Foreign National of Indian Origin

Residential Address.....

Office

Tel. Res..... Off..... Mobile.....

Fax No..... E-mail ID.....

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

PAN No./Ward No..... Passport No.....

PHOTOGRAPH

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Signature of First Applicant

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Signature of Second Applicant

3. Details of Residential Flat/Floor:

(i) Type..... (ii) Flat No..... (iii) Floor..... (iv) Block.....
 (v) Residential Flat/Floor Area..... Sq. Yds.(.....Sq. Mtr.) (vi) Super Area..... Sq.mtr. (.....Sq. ft.)

4. Total Cost of the Residential Flat/Floor:

PARTICULARS	DETAILS	AMOUNT	
A. Basic Sale Price (BSP)	@ Rs. per sq. mtr. (Rs. psf.)		
B. Preferential Location Charges (if any)	@ Rs. per sq. mtr. (Rs. psf.)		
C. Additional Charges			
(i) Interest Free Maintenance Security	Rs.		
(ii) Club Membership Charges	Rs.		
(iii) Others (if any)	Rs.		
D. External Development Charges (EDC) and IDC	Rs.		
TOTAL (A+B+C+D)			

Stamp Duly, Registration Fee and allied charges for execution and registration of Conveyance Deed will be additionally payable by the applicant/allottee before possession.

Payment Plan Option

Down Payment Plan []

Installment Plan []

DECLARATION

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 terms and conditions whereof shall be applicable as it is, 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.

Signature of First Applicant

Place

Signature of Second Applicant

Date

Note: (i) All Cheques/Drafts to be made in favour of "Piyush Colonisers Ltd." payable at New Delhi / Faridabad only.
 (ii) Persons signing the Application Form on behalf of other person / firm / company shall file proper Authorisation / Power of Attorney.

Particulars of Dealers/Agent (if applicable):

(i) Name.....

(ii) Address.....

..... Pin Code

(iii) Telephone..... Fax No. Mobile No.

(iv) PAN No. Signature

Details of Payment Received

Date	Amount	Remarks
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.....
.....

Allotted Unit No. Tower

CHECKLIST FOR RECEIVING OFFICIAL

- (a) Booking Amount
- (b) Customer signature on all pages of Booking Form
- (c) PAN No. / Form 60
- (d) For Companies: Memorandum & Article of Associations Board Resolution
- (e) For NRI : Copy of Passport & Payment through NRE/NRO Account

Remarks:

Received by Checked by Approved by.....

BASIC TERMS AND CONDITIONS

1. This is an application for booking of upcoming Residential Unit to be developed and constructed in an upcoming Residential Project named as “Elite Floors” as a part of the Integrated Township Project as “PIYUSH CITY, PALWAL (HARYANA) - Hatim Road, Sector 9”, to be developed and constructed by M/s Piyush Colonisers Ltd. (hereinafter referred to as the “Company”), on land situated in Palwal, Haryana owned by it or its associate/subsidiary companies.
2. The allotment of the upcoming Residential Unit is entirely at the discretion of the Company. The allotment of the said upcoming Residential Project shall be provisional and shall be confirmed on signing of Buyer’s Agreement on the Company’s standard format. Detailed terms and conditions shall form part of the Buyer’s Agreement which the applicant shall execute as and when required by the Company. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Buyer’s Agreement, the terms whereof have been seen, read and understood/accepted by the applicant.
3. The applicant has fully satisfied himself about the nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per the prevailing by-laws/guidelines of the DTCP, Haryana of the State and/or any other authority and has further understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. Issued by DTCP of the State and/or other authorities in this regard to the Company.
4. The applicant has examined the tentative plans, designs, specifications of the upcoming Residential Unit and has agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes /alterations may involve change in position/location of the upcoming Residential Unit, change in its dimensions or area, etc. area of the unit will be subject to variation of $\pm 10\%$.
5. Timely payment of installments of basic sale price and allied charges pertaining to the upcoming Residential Unit is the essence of the terms of the booking/allotment. However in the event of the breach of any the terms and conditions of the allotment by the applicant, the allotment will be cancelled at the discretion of the Company and the earnest money together with any interest on installments due but unpaid and interest on delayed payments shall stand forfeited. The Company, however, in its absolute discretion may condone the delay by charging penal interest @18% p.a. for upto one month delay from the due date of payment and 24% p.a. Thereafter on all outstanding dues from their respective due dates.
6. The applicant has specifically agreed that if due to any change in the layout, the said upcoming Residential Unit ceases to be preferentially located, then Company shall refund/adjust the amount of preferential location charges paid by the applicant in the last/final installment as shown in the payment plan. If due to any change in the layout/building plan, the said upcoming Residential Unit becomes preferentially located, then the applicant shall be liable and agrees to pay the preferential location charges as and when demanded by the Company as per the prevailing rates. However if the applicant wants to eject out of the agreement due to such change in location then the amount paid by him shall be refunded to him as per the refund clause (Clause 7).
7. Any amount, which is refundable to the applicant, by the Company, on account of cancellation of the form/allotment, for any reason whatsoever, shall be refundable after the unit is allotted to some other intending party, on completion of necessary formalities and on receipt of respective payments from intending party.
8. The Company and the applicant(s) hereby agree that the amounts paid with the application for booking and in installments or as the case may be, to the extent of 20% of the basic sale price of the unit will collectively constitute the earnest money. The earnest money shall stand forfeited in case of non fulfillment of these terms and conditions and those of Allotment Letter/Agreement as also in the event of failure by applicant(s) to sign the Buyer’s Agreement within the time allowed by the Company.
9. Assignment of allotment of the upcoming Residential Unit by the applicant shall be permissible at the discretion of the Company on the payment of the administrative charges as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all the formalities in this regard and the assignee agrees to abide by all the terms of allotment.
10. All statutory charges, taxes and cess including External Development charges, Infrastructure Development charges and other levies demanded or imposed by the concerned authorities, shall be payable proportionately by the applicant(s) / allottee(s) as per demand raised by the Company from the date of booking. In case there is any upward revision then that will be charged from the customers on the pro rata basis.
11. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the Project shall be managed by the Company or its nominated Maintenance Agency. The applicant of the upcoming Residential Unit shall pay, as and when demanded, the maintenance charges, which may be revised from time to time, including interest free security deposit for maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the maintenance agency appointed for this purpose. Any delay in making payment will render the applicant liable to pay interest @18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common areas and services besides any other punitive action, as deemed fit by the company/maintenance agency.
12. If applicant having NRI status or is a foreign national he/she 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 may inter-alia involve remittance of payments/considerations 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 rules without any interest and the allotment shall stand cancelled forthwith subject to deductions in respect of any penalty or other charges. The applicant agrees that the Company will not be liable in any manner on such account.

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Signature of First Applicant

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Signature of Second Applicant

13. That the allottee(s) has examined and satisfied himself about the status of the project and understood that the tentative plans, designs and specifications of the unit, which are pending/under process for submissions/approvals from the statutory authorities may result in such variations/ alterations/ modifications therein as may be necessary or directed by competent authority. The delay due to all such process shall not be attributed to the Company.
14. That for refund of the amount, the applicant need to fill up surrender form, alongwith NOC from dealer, however moving of surrender application doesn't entitle the allottee(s) of any right whatsoever, until such application is accepted expressly by the Company.
15. Allottee(s) declares that he is competent to enter into the agreement with the Company and he has complied with and completed all formalities/rules/regulations, if applicable in respect of the property concerned and if found otherwise, then he will indemnify the Company. In any case the Company shall have the first lien and charge on the said upcoming Residential Unit for all its dues and other sums payable by the applicant to the Company.
16. The intending 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. In case of joint allottee(s)/ two or more addresses given by the allottee(s), notice/letter sent on any address will be presumed to have been served on all the allottee(s) and he shall be responsible for any default in making payment or for other consequences which may occur, therefrom.
17. The intending 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 intending 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 the exterior elevation or design.
18. Loans from financial institutions to finance the said upcoming Residential Unit may be availed by the applicant. However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
19. The applicant undertakes to abide by any comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said upcoming Residential Unit. Applicant understands that incase of any delay in getting clearances of the documents, the Company may be compelled to take some unforeseen steps and applicants(s) agree not to raise objections to such acts of Company. However, Company shall notify the applicant(s) regarding any such act.
20. The applicant shall before taking possession of the upcoming Residential Unit must clear all the dues towards the upcoming Residential Unit and have the Conveyance Deed for the said upcoming Residential Unit executed in his favor by the Company after paying stamp duty, registration fee and other charges/expenses. All charges/expenses in respect of the sale deed shall be borne by the applicant.
21. The applicant shall use/cause to be used the said upcoming Residential Unit for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the upcoming Residential Unit and forfeiture of the earnest money and other dues as stated in clauses herein above and the applicant will have to compensate the Company for all other losses resulting therefrom.
22. The applicant shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handing over possession of the upcoming Residential Unit to the applicant.
23. If any misrepresentation /concealment /suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned in Clause 8 herein above shall be forfeited and the applicant shall be liable for such misrepresentation / concealment/ suppression of material facts in all respect.
24. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable. This expression shall be deemed modified and be read suitably wherever the Buyer is a Joint Stock company, a firm, or any other body corporate, organisation or association.
25. The applicant(s) agrees that the sale of the unit is subject to force majeure clause which include delay on account of the non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to 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 decisions/clearances from the 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 any other reason beyond the control of the Company and in any of the aforesaid event that 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. The Company as a result of such contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, 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. In consequences of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.
26. That if any disputes arising at any time whatsoever, whether in relation to or in connection with this agreement or any other matter whatsoever, the same shall be adjudicated by way of arbitration, which shall be conducted by the arbitrator nominated exclusively by the Company. The venue of arbitration and procedure to be followed shall be decided by the arbitrator as and when need arises. It is clarified that such arbitrator may be associated with the Company. The Allottee(s) shall have no right to challenge the nomination of such arbitrator. Arbitration shall be conducted in accordance with the Arbitration and conciliation Act, 1996. That the Courts at Delhi alone shall have the jurisdiction in all matters whatsoever arising at any time regardless of the place of execution of this Agreement.

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Signature of First Applicant

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Signature of Second Applicant