



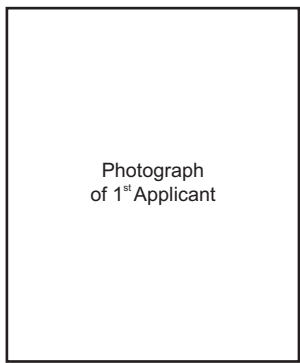
Trust Built on Performance



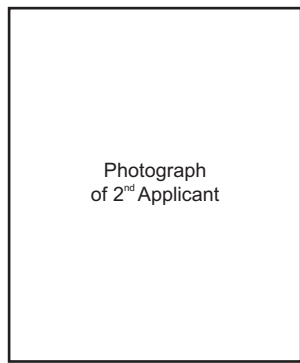
— KLJ —
greens
0 KM FROM NATURE

Faridabad's Finest High-rise
Residential Group Housing Project

Application Form



Photograph of 1st Applicant



Photograph of 2nd Applicant

To,
KLJ Developers Private Limited
KLJ House, 63, Rama Marg,
Najafgarh Road,
New Delhi - 110015

Date :

Sub: APPLICATION FOR ALLOTMENT OF FLAT IN YOUR GROUP HOUSING COLONY AT FARIDABAD – KLJ GREENS

Dear Sir,

I / We, the Applicant(s) / Intending Allottee(s) named herein below, wish to apply for Allotment of a Flat in your Group Housing Colony, KLJ Greens, being developed in Sector 77, Village Neemka, Tehsil and District Faridabad, Haryana.

I/We am/are enclosing herewith cheque / Draft / Pay Order No. _____ dated _____ for Rs. _____ (Rupees _____ only) drawn on (Bank & branch _____) in favour of "KLJ DEVELOPERS PRIVATE LIMITED" towards part of the Earnest Money. I / We agree to pay further installments as requested as per Payment Plan A/ Plan B opted by me/ us and annexed hereto.

I / We agree to sign and execute, as and when required by the Company, the KLJ Greens Flat Buyer's Agreement on the Company's standard format and till such time I / we agree to abide by the terms and conditions of sale contained herein.

FIRST APPLICANT / INTENDING ALLOTTEE

SECOND APPLICANT / INTENDING ALLOTTEE

Mr./Mrs./M/s : _____

Mr./Mrs./M/s : _____

S/o/D/o/W/o : _____

S/o/D/o/W/o : _____

Date of Birth : _____

Date of Birth : _____

Profession : _____

Profession : _____

Status (Individual/ HUF/ Company/ Partnership/ Concern) : _____

Status (Individual/ HUF/ Company/ Partnership/ Proprietary Proprietary Concern) : _____

Residential Status (Resident/ Non – Resident / Foreign of Indian Origin): _____

Residential Status (Resident/ Non – Resident/Foreign National National of Indian Origin) : _____

Nationality : _____

Nationality : _____

Address : _____

Address : _____

PIN Code _____

E-Mail : _____

Ph.No. (O) : _____ (R) _____

Mobile No. _____

PAN : _____

Ward/ Circle/ Range/ City : _____

CIN : _____

PIN Code _____

E-Mail : _____

Ph.No.(O) : _____ (R): _____

Mobile No.: _____

PAN : _____

Ward/ Circle/ Range/ City : _____

CIN : _____

Particulars of Flat for which Registration sought:

(i) Tower / Block No. / Name : _____

(ii) Flat No. Preferred _____

(iii) Floor: _____

(iv) Built-up Super Area _____ sq.ft.

Total Cost of the Flat:

As per Schedule of Payment annexed

Payment Plan* :

As per Plan A and Plan B annexed

(i) **Plan A**
Down Payment Plan

(ii) **Plan B**
Construction Linked Plan

* Tick the relevant box

Declaration:

I / We, the above named Applicant(s) / Intending Allottee(s) do hereby declare that the above particulars / information given by me/us are true and correct and nothing has been concealed. Any allotment against this application shall be subject to the terms and conditions attached to this application, which I/We have signed in token of having accepted the same. The terms and conditions and the payment plan attached to this application, shall ipso-facto be applicable to my / our legal heirs and successors. I / We declare that in case of non-allotment of the Flat, my/our claim shall be limited only to the refund of Booking amount paid without any interest. I / We have read all pages of this application form and payment plan.

Signature** _____

Signature** _____

Name(s) _____
(First Applicant / Intending Allottee)

Name(s) _____
(Second Applicant / Intending Allottee)

Date: _____

Date: _____

Place: _____

Place: _____

** Should be signed by all Applicants/ Intending Allotees

If through Dealer/Agent, his particulars:-

(I) Name : _____

(ii) Address : _____

_____ Pin Code : _____

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

(iv) PAN _____

(Signature of Dealer / Agent)

For Office Use Only

1. Application received by _____

2. Cheque / Draft / Pay Order No. _____ Dated _____ for Rs. _____

drawn on (Bank) _____ (Branch) _____

3. Application Accepted / Rejected _____

4. If Accepted, allotted Flat No.: _____ Tower / Block : _____

CHECKLIST FOR RECEIVING OFFICIAL

(a) **Booking Amount**

(b) **Customer signature on all pages of the Application Form and Terms & Conditions**

(c) **Photographs (two copies each) of Applicant and Co-Applicant**

(d) **Copy of Address proof of Applicant and Co-Applicant**

(e) **PAN Card/Form-60 of Applicant & Co-Applicant**

(f) **For Companies: Memorandum & Articles of Association, Board Resolution and CIN**

(g) **For NRIs: Copy of Passport & Payment through NRE / NRO Account**

Remarks: _____

Received By

Checked By

Approved By

TERMS & CONDITIONS FOR ALLOTMENT OF FLAT IN KLJ GREENS, SECTOR 77, FARIDABAD, HARYANA

1. The Intending Allottee(s), named in the accompanying Application, has / have made and submitted the said Application, to KLJ Developers Private Limited ("the Company"), for Allotment of a Flat in the Group Housing Colony, KLJ GREENS, being developed in Sector 77, Village Neemka, Tehsil & District Faridabad, Haryana, with full knowledge and subject to laws, notifications and rules applicable to the area, which have been explained by the Company and understood by him/her
2. The Intending Allottee(s) has / have fully satisfied himself / herself / themselves as to the right, title and interest of the Cadillac Buildwell Private Limited, having its registered office at KLJ House, 63- Rama Marg, Najafgarh Road, New Delhi-110015 along with other land owning Companies in the land comprised in KLJ GREENS, their right to develop, construct, sell and deal with the residential flats proposed to be constructed thereon in respect of which the Director, Town & Country Planning, Haryana, Chandigarh has issued licences and of the Company to undertake marketing and sale of the flats at the rates and on the terms and conditions to be decided by it and also to receive all payments and issue receipts thereof.
3. The Intending Allottee(s) agree(s) to sign and execute the "KLJ GREENS Flat Buyer's Agreement", on the Company's standard format, seen & read by the Intending Allottee(s), who agree to abide by the terms & conditions of sale laid down therein. If anything is not covered or made clear by these terms & conditions, it is agreed by the Intending Allottee(s) that reference shall be made to the detailed Buyer's Agreement.
4. The Intending Allottee(s) shall pay to the Company the total sale consideration of the Flat mentioned in the accompanying Application Form as per the Payment Plan opted by him/her/them. All payments by the Intending Allottee(s) shall be made to the Company through Demand Draft / Local Cheque / Pay Order drawn upon a scheduled Bank in favour of, "KLJ DEVELOPERS PRIVATE LIMITED", payable at New Delhi.
5. The Intending Allottee(s) shall pay the Basic Sale Price and other charges on the basis of Super Area of the Flat, which shall mean and include the covered area inclusive of the area of the Flat under periphery walls, area under the columns, walls and half the area of the walls common with other Flats including internal balconies, if any, and pro rata share of common area in the entire building including those areas utilized for the services, viz. area under staircases, circulation area, lifts, shafts, passages, corridors, lobbies and refuge areas.
6. For preferentially located Flat, extra charges, as decided by the Company, shall be payable by the Intending Allottee(s).
7. Timely payment of installments as per the Payment Plan agreed by the Intending Allottee(s) and other dues shall be the essence of this contract. It shall be incumbent upon the Intending Allottee(s) to comply with the terms of payment and other terms & conditions of allotment and sale. The Intending Allottee(s) has / have agreed that except under construction Linked Payment Plan the Company is under no obligation to send reminders for payment. In case, the payment of any installment is delayed, the Intending Allottee(s) shall be liable to pay interest, calculated from the due date of the outstanding amount, @ 18% per annum, compounded quarterly, until the dues are cleared. However, if the Intending Allottee(s) fail(s) to pay any two continuous installment(s) with interest within 90 days, from the due date, the Company shall have the right to forfeit the entire amount of Earnest Money deposited by the Intending Allottee(s) and in such a case the allotment of the Flat shall stand cancelled and the Intending Allottee(s) shall be left with no right or lien on the Flat. The amount paid if any, over and above the Earnest Money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, due from the Intending Allottee(s), after the Flat is allotted to some other Intending Allottee(s).
8. The External Development Charges (EDC), Infrastructure Development Charges (IDC) and other levies have been charged as per the present rate fixed by the Haryana Government and in case of any increase in these charges or in case of any further levy of other cess(es) in future, the same shall be payable by the Intending Allottee(s) proportionately as and when demanded by the Company.
9. All taxes and statutory levies presently payable in relation to land comprised in KLJ GREENS have been included in the price of the Flat on a pro-rata basis. However, in case, any further tax / charges are imposed by the Government or other statutory authorities, the same shall be payable proportionately by the Intending Allottee(s) on demand by the Company.
10. The basic sale Price of the flat as mentioned in the Schedule of payment is fixed & free from escalation to the extent of increase in prices of inputs upto 10% of the company shall bear the increase up to that extent, however, in case prices of inputs increase more than 10% the same shall be added to the cost of the flat as per the index of construction material inputs on pro rata basis. The decision of the Company in this respect shall be final, conclusive & binding on the intending Allottee(s).
11. In case the Company is forced to abandon the project for any reason whatsoever, the Company's liability shall be limited to the amount paid by the Intending Allottee(s) without any interest or compensation within 6 months from the happening of such an eventuality.
12. The Intending Allottee(s), on payment of transfer charges/ administrative charges as decided by the Company, shall be entitled to get the name of his / her / their nominee substituted in his / her / their place with the prior approval of the Company, which may in its sole discretion permit the same on such terms and conditions as it may deem fit.
13. The Intending Allottee(s) has / have examined the plans, designs, specifications of the Flat which are tentative and agree that the Company shall have the right to effect suitable and necessary alterations, variations, additions, deletions, modifications therein, if and when found necessary, resulting in change in the position of the Flat, its size, floor-plan layout, block and number of the Flat, etc, as the Company may deem necessary, in its sole discretion or as may be directed by any competent authority. The Intending Allottee(s) agree that this shall not give him / her / them a right to seek cancellation of this Application for Allotment or the Buyer's Agreement except in case of variation in the Super Area by more than ±10% in which case the Intending Allottee(s) may terminate the Agreement and the Company shall refund the amount paid by the Intending Allottee(s) towards cost of the Flat with simple interest @ 6% per annum. The Intending Allottee(s) hereby further agree that no other claim, monetary or otherwise will be raised in case of any change. The Intending Allottee(s) also agree to accept alternate space if it so becomes necessary.
14. The Intending Allottee(s) agrees that the reserved car parking space allotted to him / her / them shall not form part of the common area of the building, for the purpose of the declaration, which may be filed by the Company, under the Haryana Apartment Ownership Act, 1983, as amended from time to time. As the reserved car parking space is an integral amenity of the Flat, the Intending Allottee(s) undertake(s) not to sell / transfer / deal with the reserved car parking space independent of the Flat.
15. The Company and the Intending Allottee(s) agree that the amounts paid with the Application for Allotment and thereafter in installments or as the case may be, to the extent of 15% of the basic sale price of the Flat will collectively constitute the Earnest Money. This Earnest Money shall stand forfeited and allotment upon being given shall stand cancelled in case of non-fulfillment of these terms & conditions and those of the Buyer's Agreement as also in the event of failure by the Intending Allottee(s) to sign and submit the Buyer's Agreement within 30 days of despatch by the Company.
16. The Company shall have the first lien and charge on the Flat for all its dues and other sums payable by the Intending Allottee(s) to the Company.
17. The Company shall endeavor to hand over the possession of the Flat to the Intending Allottee(s) within a period of 36 months from the date of sanction of building plans subject to grace period of 180 days thereafter for applying and obtaining the Occupation/Completion Certificate, force majeure circumstances and receipt of full payment as per Schedule of Payment and other charges due / demanded and payable up to the date of possession including stamp duty, registration, documentation, mutation charges as applicable from time to time and all other incidental and legal expenses for execution and registration of Sale Deed and Mutation of the Flat. The Company, on completion of the construction shall issue final call notice to the Intending Allottee(s) who shall, within 30 days thereof, remit all dues whereupon the Company shall handover possession of the Flat.

18. The execution and registration of the Conveyance Deed will be done in favour of the Intending Allottee(s) within a reasonable time from taking of possession.
19. The Company shall pay penalty calculated @ Rs.5/- per sq.ft. of the Super Area of the Flat per month if it fails to handover possession of the Flat within 42 months from the date of sanction of building plans, subject to force majeure circumstances and other compliance of conditions in Clause 16 above by the Intending Allottee(s).
20. The Intending Allottee(s) shall take possession of the Flat within 30 days from the date of notice of possession, failing which the Company shall not be responsible for any loss or damage to the finishings / fittings / fixtures in the Flat, occasioned due to the failure of the Intending Allottee(s) to take possession within the stipulated time. Besides, the Intending Allottee(s) shall be liable to pay to the Company holding charges calculated @ Rs.5/-per sq.ft. of the Flat per month and maintenance charges, as determined by the Company / Maintenance Agency for the period of such delay till the date the actual physical possession is taken over by the Intending Allottee(s).
21. The Intending Allottee(s), upon completion of the building, agree(s) to enter into a Maintenance Agreement with the Company or such other Maintenance Agency or other Body as appointed by the Company from time to time for the maintenance and upkeep of the common areas and common services of the Group Housing Complex and the Intending Allottee(s) undertake(s) to pay the maintenance bills, raised by and at the rate determined by the Company or its nominated Maintenance Agency. The Intending Allottee(s) agree(s) to deposit and to always keep deposited with the Company a Maintenance Security Deposit. The said Deposit paid by the Intending Allottee(s) to the Company or the available balance thereof shall be transferred by the Company to the "Association of the Residents", as soon as the same is constituted.
22. The Intending Allottee(s) shall get his / her / their complete address registered with the Company at the time of making the Application for Allotment and it shall be his / her / their responsibility to inform the Company about all subsequent changes, if any, in his / her / their address(es) and obtain confirmation thereof in writing from the Company, failing which all demand notices and letters posted by the Company at their first registered address or any subsequent change thereof will be deemed to have been received by him / her / them at the time when the mail should ordinarily reach such address(es). The Intending Allottee(s) shall be responsible for any default in payment and / or other consequences that might follow. In all communications, the reference of Flat booked must be mentioned clearly.
23. The Intending Allottee(s) undertake to abide by all the laws, rules and regulations, including the Haryana Apartment Ownership Act, 1983, or any other law that may be made applicable to the said Group Housing Colony and the Flat being purchased.
24. The Intending Allottee(s) shall be solely responsible for compliance with all applicable laws, notifications, guidelines etc. relating to purchase of immovable property and to sign all requisite applications, forms, undertakings necessary for the purpose.
25. The Company & the Intending Allottee(s) are well aware that the proposed Real Estate Management (Regulation & Control) Act is likely to come into force whereupon, due to the provision of the same, if any change is required to be made in the structure or any term of these Terms & Conditions including but not restricted to amendments to super area, carpet area, built up area etc., then all the recommendations which need to be incorporated shall be so incorporated by way of an addendum hereto or by way of revising these Terms & Conditions for which the Intending Allottee(s) shall have no objection. Such change may involve proportional increased price on carpet area basis or built up area basis or revision of method, terms or price payable on any other basis for compliance of the provisions of the said Act but the total price payable for the Flat & other terms & conditions contained herein shall remain unchanged.
26. Loans from Banks/Financial Institutions to finance the allotted Flat may be availed by the Intending Allottee(s). However, the Company shall not be held responsible in any manner, if a particular Bank/Financial Institution refuses to finance the allotted Flat on any ground.
27. The allotment of the Flat is entirely at the discretion of the Company and the Company has the right to reject any Application without assigning any reason.
28. The Intending Allottee(s) agree(s) that the sale of the Flat contemplated herein is subject to force majeure circumstances which inter-alia include delay on account of non-availability of steel, cement and all 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 or of the supplier, civil commotion, or by reason of war or enemy action or earthquake or any act of God, delay in certain decisions / clearances of statutory body or if non delivery of possession is as a result of any notice, order, rule or notification of the Govt. and/or any other public or competent authority or of any reason beyond the control of the Company and in any of the aforesaid events, the Company shall be entitled to a reasonable corresponding extension of time for delivery of possession of the Flat booked. The Company as a result of such a contingency arising reserves the right to alter or vary the terms & 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 Intending Allottee(s) for the period of delay/suspension of Scheme. In consequence of the Company, abandoning the Scheme, the Company's liabilities shall be limited to the refund of the amount paid by the Intending Allottee(s) without any interest or compensation whatsoever.
29. The Courts at New Delhi shall have the exclusive jurisdiction in respect of all matters arising out of and / or concerning this transaction to the exclusion of all other Courts.
30. This Application does not constitute an Agreement for Sale.

I/We, the Intending Allottee(s), do hereby declare and confirm that the terms & conditions contained in clauses 1 to 28 above have been read by me / us / read out to me / us and that I / we have understood the same and I / we agree to abide by them.

Signature** _____

Signature** _____

Name(s) _____
(First Applicant / Intending Allottee)

Name(s) _____
(Second Applicant / Intending Allottee)

Date : _____

Date: _____

Place : _____

Place : _____

** Should be signed by all Applicants/ Intending Allotees

SCHEDULE OF PAYMENT

COST OF THE FLAT:

- I. **Basic Sale Price (BSP):** Rs. /- per sq. ft.
- II. **Additional Charges**
- 1. Development Charges* Rs. 500/- per sq. ft
 - 2. Car Parking
 - i. Covered Rs. 300000/-
 - ii. Open Rs. 250000/-
 - 3. Club Membership Rs. 50000/-
 - 4. IFMS Rs. 50/- per sq. ft.
- III. **Preferential Location Charges (PLC)**
- 1. Green Facing Units (For Series 2&3) 5% of BSP
 - 2. For 1st Floor 5 % of BSP
 - 2. For 2nd to 4th Floor 4 % of BSP
 - 3. For 5th to 7th Floor 3 % of BSP
 - 4. For Top Floor 5% of BSP
 - 5. For 2nd Last & 3rd Last Floor 3% of BSP
- IV. **Power back up** @ Rs. 20000/- per KVA
(5KVA mandatory).
- V. Other Charges such as Electricity Connection Charges(ECC), Fire Fighting Charges (FFC), Stamp Duty, Registration, Mutation and other legal expenses extra.

Note: -

- 1. Payment should be made by cheque / Demand Draft only, favoring “**KLJ Developers Pvt. Ltd.**” payable at New Delhi.
- 2. In case of any upward revision of EDC & IDC or any other Govt. dues by Govt. agencies in future, the same will be recovered proportionately.
- 3. Prices indicated above are subject to revision at the sole discretion of the Developer without prior notice.
- 4. Prices ruling on the date of booking and its acceptance by the Developer shall be applicable.
- 5. **Service tax, as applicable, would be charged extra.**
- 6. *Development Charges (“DC”) shall mean the amount charged by the Company from the Applicant(s)/ Intending Allottee(s) as on the date of making the application towards carrying out the development works inside or around the Group Housing Colony including but not limited to the payment of the following: External Development Charges (“EDC”) and Infrastructure Development Charges (“IDC”) as presently conveyed and/ or demanded by HUDA, DTCP or the Government of Haryana with respect to the Group Housing Colony; Charges for augmentation of infrastructure; Any interest paid and/ or payable thereon to the concerned authorities; The cost of such other development works as may be undertaken by the Company within or around the Group Housing Colony which are not charged specifically elsewhere; Cost incurred by the Company on the capital invested in making the payment of any of the Development Charges.

Signature _____

Signature _____

Name _____

Name _____