

To,

ADITYA DUROBUILD PRIVATE LIMITED

Corporate Office : B-3, Sector 4, Noida-201301

Site office : Opp. Whispering Willows, VIP Road, Zirakpur (Punjab)

Dear Sirs,

I/We the undersigned request that a proposed flat 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 as stipulated by your company.

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 the Bank Draft/Cheque No Dated Drawn on..... Bank payable at New Delhi / Delhi / Chandigarh/ Noida as part of earnest money. (All drafts and cheques to be made in favour of M/s. ADITYA DUROBUILD PVT. LTD.)

I/We agree to pay further installments of total sale price as stipulated / called for by the company and the other charges as and when called for.

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

1. Applicant (Sole/First).....
S/W/D of..... Nationality.....
2. Second Applicant Name
S/W/D of..... Nationality
3. Local Address (if any).....
.....
.....Pin Code
Telephone Nos..... Fax No.
Address (for communication).....
.....
.....Pin Code.....
Telephone Nos..... Fax No.....
4. Nomination : I/We hereby nominate the following person as my/our legal nominee for this application
Mr./Ms.....
S/W/D of..... R/O.....
Nationality.....
5. PAN 1stApplicant..... 2ndApplicant

(Signature of Applicant)

OR

I will submit duly signed Income Tax Declaration on Form 60/61 alongwith Address Proof (eg: Ration Card/Passport/Driving License/ Electricity or Telephone Bill etc.)

6. **Residential Status:** Non-Resident Resident Indian

7. **Details of proposed unit to be purchased**

- i) Name of the Project : PALM COURT, ZIRAKPUR
- ii) Flat Number, Block & Floor :
- iii) Super Area (Smt./Sft.) :
- iv) Basic Rate per Sq. Ft. : (approx.)
- v) Basic Sale Price (Rs.) :
- vi) PLC Extra : Yes No
- vii) PLC Charges (Rs.) :
- viii) Reserved Car Parking Charges (Rs.)
- ix) Exclusive Club Membership Charges (Rs.)
- TOTAL SALE PRICE (TSP) (Rs.)**

8. **Payment** Down Payment Installment

INTEREST FREE INSTALLMENT PLAN

- 1. Booking Amount at the time of application 11% of BSP.

- 2. 12 Equal Bi-monthly installment starting from the date of booking 84% of BSP.
- 3. Club membership charges and Car Parking charges, PLC Payable with 3rd installment
- 4. At the time of Offer of Possession 5% of BSP.

(Signature of Applicant)

TERMS & CONDITIONS FOR ALLOTMENT

1. The intending allottee(s) has applied for allotment of a proposed residential flat with full knowledge and subject to all the laws/notification and rules applicable to this area which have been explained by the Company and understood by him/her
2. 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 correspondence posted at the first registered address will be deemed to have been received by him/her at the time when those ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communication the reference of property booked must be mentioned clearly
3. The Company shall have the first lien and charge on the said unit for its dues and other sums payable by the intending allottee(s) to the Company.
4. Unless a conveyance deed is executed and registered, the Company shall for all intents and purpose continue to be the owner of the land and also the construction thereon and this agreement shall not give to the allottee(s) any right or title or interest therein
5. The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.
6. The allotment of the unit is entirely at the discretion of the Company.
7. The intending allottee(s) shall not use the premises for any activity other than residential.
8. One Time Maintenance Security Deposit if any, will be payable at the time of offer of possession.
9. Terms and conditions of allotment form will supercede this application form, in case of any contradiction between these terms and conditions.
10. That the company has already paid external development charges and other Government / Authority fees as demanded till the date of allotment of proposed flat.
11. The Company shall endeavor to give possession of the unit to the intending allottee(s) within two and half years, from the date of allotment, subject to force majeure circumstances and on receipt of all payments as per installment plan, from the date of booking and on receipt of complete payment of the total sale price and other charges due and payable upto the date of possession according to the payment plan. The Company would pay penalty to its customer @ Rs. 5/- per sq. ft. per month for any delay in handing over the flat beyond the committed period of 30 months from the date of allotment. Similarly customer would be liable to pay holding charges @ Rs. 5/- per sq. ft. per month if he fails to take possession within 30 days from the date of issue of offer of possession.

(Signature of Applicant)

12. The intending allottee(s) agree 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, services area, facility areas 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 / Chandigarh / Noida only.
13. The intending 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, who may, in its sole discretion, permit the same on such terms as it may deem fit.
14. The time of punctual payment of installments is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale. Allotment of flat shall be cancelled automatically and booking amount shall be forfeited if three consecutive installment are not paid to the company. However on request from customer and at sole discretion of the company the cancellation can be restored on payment of interest @ 24% on due amount of installments and prevailing administration charges of the company.
15. The intending allottee(s) of the unit shall pay necessary charges including security for maintaining and upkeeping the Complex and providing the various services as determined by the Company or its nominated agency and as and when demanded by the company / its nominee.
16. The sale deed shall be executed and got registered in favour of the intending allottee(s) within the reasonable time after the completion of construction/ development work at the site and after receipt from his/her full price and other connected charges. Cost of the stamp duty and registration/mutation documentation charges etc. as applicable will be extra and shall be borne by the intending Allottee(s). The intending 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 intending allottee(s).
17. The intending 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. And there will be no more investigation or objection by the intending allottee(s) in this respect.
18. The intending allottee(s) has accepted the plans, designs, specifications which are tentative and are kept at the company's office at B-3, Sector-4, Noida-201301, & "PALM COURT" V.I.P. Road, Zirakpur (SAS Nagar) and agrees that company may effect such variations additions, alterations, deletions and modifications therein as may be done by any competent authority or architect and the intending allottee(s) hereby gives his / her consent to such variation / addition / alteration / deletion and modification.
19. New Delhi/Delhi Courts/Noida alone shall have jurisdiction in all matters arising out/touching and/or concerning this transaction.

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

Date :

Place :

(Signature of Applicant)