

APPLICATION FOR BOOKING OF A UNIT IN "SHUBHASHRAY" at Rajasthan.



Shubhashray Housing India

526, 5<sup>th</sup> Floor, A - Park Centra, Sector -30

Gurugram - 122001

India

Application No. \_\_\_\_\_

Application Date : \_\_\_\_\_

Dear Sir/Madam,

I / We, the undersigned, hereby submit this Application seeking provisional allotment of a residential /commercial unit (hereinafter referred to as the "Unit") in project of "Shubhashray.....", situated at village ....., (hereinafter referred to as the "Project").

I/ We have paid a sum of Rs...../-only (in words Rupees ..... only) against registration/booking of a Unit through Cash/ Demand Draft(s)/Pay order(s)/Banker's Cheque(s) bearing number..... drawn on.....

1 SOLE/FIRST APPLICANT

Mr. /Ms. Dina Bandhu Sarkar

Son /Daughter/Wife of Rakhal Sarkar

Permanent address \_\_\_\_\_

Pin Code \_\_\_\_\_

Correspondence Address \_\_\_\_\_

Pin Code \_\_\_\_\_

Mobile No. 7976144606 Alternate Mobile No. \_\_\_\_\_

Date of Birth (dd/mm/yy) \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender ☐ Male ☐ Female

E-Mail ID dinabandhusarkar52464@gmail.com PAN No \_\_\_\_\_

Residential Status ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Signature of Sole/First Applicant

Signature of Second Applicant (if any)



Signature

2. CO- APPLICANT

Mr. /Ms. \_\_\_\_\_

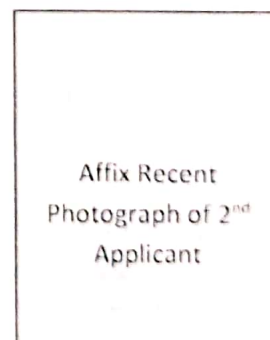
Son /Daughter/Wife of \_\_\_\_\_

Mobile No \_\_\_\_\_ Alternate Mobile No. \_\_\_\_\_

Date of Birth (dd/mm/yy) \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender ☐ Male ☐ Female

E-Mail ID \_\_\_\_\_ PAN No \_\_\_\_\_

Residential Status ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin



Signature

### 3. PROJECT NAME

Date of Booking: \_\_\_\_\_

Unit No 110

- ° Unit Type : ☐ 1 BHK ☒ 2 BHK ☐ 3 BHK
- ° Payment Plan : ☐ Construction Linked Plan ☐ Down Payment Plan ☐ Other \_\_\_\_\_
- ° Additional Built up Area(If Applicable): \_\_\_\_\_ sq.ft
- ° Additional Plot Area(If Applicable): \_\_\_\_\_ sq.ft
- ° Applicable PLC : ☐ Park Facing ☐ Road Facing ☐ Corner ☐ Any Other(Please specify) \_\_\_\_\_
- A. Basic Sales Price of Unit (BSP) : Rs. 16,75,000 /
- B. Preferential Location Charges (PLC) : Rs. \_\_\_\_\_
- C. Charges for additional area(If applicable): Rs. \_\_\_\_\_
- D. Other charges : Rs. \_\_\_\_\_
- \*\*Total Sale Price (A+B+C+D): Rs. \_\_\_\_\_
- ° IFMS : Rs. \_\_\_\_\_

**\*\* Service tax, Stamp Duty and Registration Charges payable extra over the Total Sales Price as applicable.**

### 4. PRINCIPAL TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A UNIT IN "SHUBHASHRAY \_\_\_\_\_", RESIDENTIAL PROJECT OF THE DEVELOPER AT \_\_\_\_\_, RAJASTHAN.

The terms and conditions given below are not exhaustive, and would be supplemented by the provision of the Agreement for Sale which, upon execution, (in cases of conflict and/or repugnancy between the two) shall supersede the terms and conditions set out herein below:

1. The Applicant(s) has/have applied for the provisional allotment of a residential/commercial Unit with the full knowledge of all the laws/notifications/rules/regulations in general and this Project in particular as applicable from time to time. The Applicant(s) acknowledges that he/they has/have seen the relevant documents/papers/specifications/materials/execution standards and is/are fully satisfied about the rights and interests of the Developer in the land on which the Project is being developed and has/have understood all limitations and obligations in respect thereof. The Applicant(s) also undertakes/undertake that there will not be any further investigations or objections by him/them in this respect.
2. The Applicant(s) agree and understand that this application for booking (hereinafter referred to as "Application") does not constitute any offer or provisional allotment/ final allotment or agreement to sell and/or confer to claim any rights or entitlements in the Unit and he/they do not become entitled to the provisional and /or final allotment of the Unit notwithstanding the fact that Developer may have issued a Buyer's of Intimation dated \_\_\_\_\_ in terms of the Registration bearing Form Number \_\_\_\_\_ Dated \_\_\_\_\_ and a receipt(s) in acknowledgment of the money tendered as expression of interest to the Developer with this Application or Application for Registration as the case may be.
3. The Applicant(s) hereby agree that acceptance/rejection of this Application shall be at the sole discretion of the Developer and in case the application is rejected, Applicant(s) shall not raise any objection or claim damages or challenge the same in a Court of law/tribunal and the amount deposited herein shall be refundable to the Applicant(s) without any interest within 30 (thirty) days from the date of notice regarding the rejection of the Application.
4. The Applicant (s) understand that the provisional allotment of the Unit shall become definitive only on the due acceptance of this Application by the Developer in writing through a Letter of Provisional Allotment issued by registered post and shall be subject to the terms and conditions stipulated by Developer at the time of such acceptance. In the event of the Developer accepting this Application to provisionally allot a Unit, Applicant(s) hereby agrees to pay all further installments as per the Payment Plan annexed herewith and marked as Annexure 1 (hereinafter referred to as the 'Payment Plan') and all other charges/amounts/dues as stipulated in this Application and the Agreement for Sale. It is clarified that once such refund has been made to the Applicant, Developer is discharged of any and all obligations towards the Applicant.



Developer within 15(fifteen) days of dispatch of a demand letter in this regard. Any extension for signing the documents may be given, at the sole discretion of the Developer.

The proposed building plans, designs, proposed specifications, location of the Units/floor plans and other terms and conditions, are liable to be changed, altered, modified, revised, added, deleted, substituted or re-casted as per the directions of the competent authority or at the discretion of the Developer.

**Plans are Tentative and Subject to Variations** The total area/size of the Unit indicated in this Application is tentative and may vary from final total area of the Unit by  $\pm 2\%$  (two percent) of the area of the Unit as indicated in this Application/layout plan on account of design or statutory conditions. In case of any major alteration/modification resulting in more than  $\pm 2\%$  (two percent) change in the area of the Unit as indicated in this Application, the cost of the 'Unit' shall be adjusted on pro-rata basis based on the change (decrease or increase) in the 'Unit' area and the Applicant(s) shall be refunded any excess amount or be required to pay additional sale consideration as the case may be.

8. **Allocation/Allotment of unit**- The allotment of a Unit (type of unit/floor/location), is subject to the availability of a particular unit and shall be allotted to an Applicant(s) at the sole discretion of the Developer. The final allotment of the Unit shall be subject to execution of the Agreement for Sale, Sale Deed, Maintenance Agreement and compliance of all related terms and conditions, realization of the balance outstanding amounts and the subsequent registration between Developer and the Applicant(s).
9. **Interest Free Maintenance Security**- The computation of the price of the said Unit does not include development and operation of common amenities and facilities including but not limited to convenience stores, other conveniences, community buildings/sites, recreational and sporting activities, if any, as well as recovery of payment towards maintenance charges of any kind. The Applicant(s) fully understands its obligations with regard to the payment of maintenance charges and hereby agrees to make the necessary payments for maintenance of the Project to the Developer or the appointed maintenance agency from the date of offer of possession of the Unit. In addition to the above, the Applicant(s) shall be liable to pay a non-refundable Interest Free Maintenance Security ("IFMS") before the final installment as per the Payment Plan which the Applicant(s) has/have opted for.
10. **Preferential Location Charges** -The Applicant(s) understand(s) that some Units in the Project attract a preferential location charges ("PLC") based on the preferable location of the Unit in the Project and the Applicant(s) agree(s) to pay such charges without any demur or protest.
11. **Loan from Bank/Financial Institutions** -In case the Applicant(s) applies/apply for a loan with respect of provisional allotment of the Unit from any lending institution Bank/NBFC, the Developer shall not be responsible for rejection of the loan application/ delay in approval/disbursement of the loan amount and the Payment Plan and the other terms and conditions of this Application shall remain unaltered.
12. **Cheque Payments**-In the event of any dishonor of a cheque/demand draft/pay order issued by the Applicant(s) for any reason whatsoever, the Application shall not be processed further. The reinstatement of the Application shall be at the sole discretion of the Developer and in the event of the Developer agreeing for such reinstatement of the Application, cheque bouncing/dishonor charges of Rs. 1,000/- in respect of each such cheque and interest @ 18% p.a. for the delayed payment shall be payable by the Applicant(s) to the Developer.
13. **Payment Plan and time is essence of payment** -The Payment Plan shall be independent of the receipt of demand letter / call notices and the Applicant shall be liable to pay such amount as stipulated in the Payment Plan as prescribed in Annexure I of this Application and the Developer shall not be under any obligation to issue any reminders in respect thereof. The Applicant(s) agree that he/they shall abide by his/their obligations to pay the sale price as provided in the Payment Plan along with other payments including but not limited to applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement for Sale.
14. **Cancellation on Breach of Terms**- In the event, the Applicant(s) chooses to cancel this Application and/or defaults/delays in payment of any amount as per Payment Plan and/or is in breach of any terms and conditions stipulated hereunder, this Application shall be cancelled and the Developer shall be released and discharged of all liabilities and obligations under this Application and/or Agreement for Sale. Pursuant to any of the conditions aforesaid, the Applicant(s) understands that the Developer at any stage shall have the right to allot and or resell the Unit to any third party or deal with the same in any other manner as the Developer may in its sole discretion deem fit. On occurrence of such event the Developer shall refund the amount paid by the Applicant(s) without interest subject to forfeiture of following sums:
  - a) Booking Amount or the actual amount paid whichever is higher, subject to maximum of 10% of Total Sale Price; and
  - b) All taxes paid / payable till date of such cancellation.
15. **Condonation of delayed payment**-In exceptional circumstances, the Developer may, at its sole option and discretion, condone the delay in payment as per the Payment Plan subject to charging interest on the due amount at the rate of 18 % per annum. In the event of the Developer exercising its rights in terms of this provision by waiving the right of forfeiture/cancellation and accepting payment with interest, no right, whatsoever, would accrue to any other defaulting Applicant(s) on that account and such an act would not confer any right to the Applicant(s) in respect of any other delayed payments. Each case shall be examined individually by the Developer. The discretion of cancellation of the Application/ provisional allotment or acceptance of the delayed payment with interest shall exclusively

engagement whatsoever, as may be determined by the Developer in its sole discretion and the Applicant(s) undertakes that he/they will not raise any objection in this regard.

**Force Majeure** The Applicant(s) agrees and understands that the Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Application or the Agreement for Sale, if such performance is prevented due to any reason of non availability or scarcity of steel and/or cement and/or any other building materials and/or water supply and/or electric power and/or slow down, strike and/or due to dispute with the construction agency employed by the Developer, lockout or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or as a result of any Law or as a result of any restrictions imposed by any government authority or delay in sanction of the building/zoning plans/grant of completion/occupation certificate by any government authority or other reason beyond the control of the Developer (hereinafter referred to as "Force Majeure Events"). If there is any delay in the delivery of possession of the Unit or the Developer is unable to deliver possession of the Unit due to a Force Majeure Event, the Developer shall be entitled to a reasonable extension of the time for delivery of possession of the Unit and no compensation of whatsoever nature shall be claimed by the Applicant(s) in respect of such delay/default.

## 27. Settlement of Dispute, Arbitration and Jurisdiction

All or any dispute arising out of or touching upon or in relation to the terms and conditions of the provisional allotment/ this Application or its termination, including the interpretation and validity thereof including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties.

Alternatively, if, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mutual discussion within 60 (sixty) days of the initiation of such discussion, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally be determined by arbitration as per the Arbitration & Conciliation Act, 1996. The tribunal should consist of sole arbitrator appointed by mutual consent of the parties within 14 (fourteen) days of such reference to arbitration, in failure to reach the conclusion as to the sole arbitrator. The seat of arbitration shall be Delhi. The dispute, controversy or claim referred to arbitration shall be decided in accordance with Arbitration & Conciliation Act, 1996 and courts of Delhi shall have exclusive jurisdiction. All and any awards of the Arbitrators shall be final and binding.

The Parties agree that all or any disputes arising out of or under this Application or in relation to any of the subjects covered by this Application, are inherently of a civil nature

## 28. SEVERABILITY:

If any provision of this Application shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Application shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Application and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case maybe, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

29. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions of the application must be read in consonance with the terms and conditions stipulated in the Agreement for Sale. However, in case of any repugnancy and/or conflict between the two, it is agreed that the terms of the Agreement for Sale shall prevail over the former. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Developer and the Developer has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of the Booking Amount, as may be imposed upon me/us. I/We further undertake and assure the Developer that in the event of cancellation of my/our allotment due to any default in payment as per the Payment Plan I/we shall be left with no right, title interest or lien on the Unit applied for and/or provisionally/ finally allotted to me/us in any manner whatsoever.



Signature of Sole/ First Applicant

Date: \_\_\_\_\_

Signature of Second Applicant (if any)

Place: \_\_\_\_\_