



PURE AWAS BUILDERS LLP

**5th FLOOR, 526, Park centra building, Sector 30,
Gurgaon, Haryana 122,001**

**APPLICATION FOR BOOKING OF A UNIT IN "SHUBHASHRAY UPTOWN PHASE IV" AT
RAJASTHAN.**

Application Date : 20/08/2023

Dear Sir/Madam,

I/We, the undersigned, hereby submit this application seeking the provisional allotment of a residential/ shop unit (hereinafter referred as "J-109") in group housing project **SHUBHASHRAY UPTOWN PHASE IV** situated at **Khasra No. 744 to 746, 750 to 760 , Village- DHIRIYAWAS , Alwar - 313605 Rajasthan**, (hereinafter referred as the "Project").

I/ We have paid a sum of Rs. _____/-only against booking of a residential/shop unit.

1. APPLICANT

Prakash Singh

Son /Daughter/Wife of : **S/o- Man Singh**

Permanent Address : H NO-2, Village-Panaura, Utaraura, Bageshwar, Uttarakhand-263632

Mobile No. : 9560643579

Alternative Mobile No. :

Email ID : kapkoti.prakash2016@gmail.com

Gender : Male

Aadhar Number : 889913982075

PAN Number : DRQPK3729A

Residential Status :

Occupation :

Affix Recent
Photograph of 1st
Applicant

Signature

Signature of Applicant

2. CO-APPLICANT

Son /Daughter/Wife of :

Permanent Address :

Mobile No. :

Alternative Mobile No. :

Email ID :

Gender :

Aadhar Number :

PAN Number :

Residential Status :

Occupation :

Affix Recent
Photograph of 2 nd
Applicant

Signature

Signature of Co-Applicant

3. UNIT DETAILS & PRICING

A. Unit No : J-109

B. Type of Unit : 2BHK

C. Size of Unit : 651.54 Sq.ft.

D. Basic Sales Price of Unit (BSP) : Rs. 1150000.00

E. Preferential Location Charges & Other Charges (PLC) : Rs. 0.00

F. GST : Rs. 11500.00

G. Total Sale Price (D+E+F) : Rs. 1161500.00

H. Other Charges (IFMS & Advance Maintenance) : Rs. 0.00

I. Parking Info :

I. Offer Given :

J. Any other Info :

4. PRINCIPAL TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A UNIT.

The terms and conditions set forth below are not exhaustive and shall be supplemented by the provisions of the Builder Buyer Agreement/Agreement to Sale (“**Agreement**”). Upon execution, the Agreement shall supersede these terms and conditions in cases of conflict or inconsistency. These Terms & Conditions shall be

binding upon the Applicant(s) and shall govern their relationship with the Developer until the execution of the Agreement.

1. That, the Applicant(s) acknowledges that he has applied for the allotment of a Residential Unit/Shop (“Unit”) with full knowledge of, and subject to, all applicable laws, notifications, and regulations governing the Project. The Applicant(s) confirms that the Developer has duly explained these legal and regulatory requirements and that they have independently reviewed all relevant documents, including land title papers, approvals, specifications, and construction standards. By proceeding with the booking, the Applicant(s) expressly agrees that they are fully satisfied with the Developer’s rights, title, and interest in the Project and waives any right to raise future objections, claims, or disputes regarding the ownership, approvals, or legal standing of the Project.
2. The allotment of the Unit is at the sole discretion of the Developer and shall remain provisional until the Agreement is executed. Submitting this Booking/Application Form (“Application”) does not guarantee allotment, even if a receipt for the booking amount is issued. This Application is only a booking request and does not create any rights, claims, or an agreement to sell. If any cheque issued by the Applicant(s) is dishonored, the booking will be void. The Developer may, at its sole discretion, reinstate the Application, subject to a dishonor cheque charge of ₹1,000 per instance and interest at 10% p.a. on delayed payments.
3. The Applicant(s) shall ensure timely payment of all installments as per the agreed Payment Plan (attached herewith as **Annexure A**). If any installment remains unpaid for over two months from the due date, the Developer may cancel the allotment and forfeit the non-refundable amount, including earnest money, brokerage, interest, and other charges. Delayed payments shall incur interest at **SBI’s highest MCLR + 2% per annum**, plus applicable GST, from the due date until paid. Failure to clear dues, including interest, may lead to cancellation at the Developer’s sole discretion. The Payment Plan is binding, independent of demand letters or reminders. The Applicant(s) must adhere to it and pay all applicable charges, including stamp duty and registration fees, as specified in the Agreement.
4. That, the Applicant(s) understands that he shall be entitled to the ownership of the Unit in the Project only as per the terms of the Agreement and upon full payment of the Total Selling Price (“TSP”), including stamp duty, registration charges, administration charges, GST/taxes, as applicable. The Applicant(s) further declares and confirms that he has voluntarily opted for the Payment Plan and fully acknowledge its binding effect, including all terms, conditions, and the consequences of non-compliance.
5. The Unit price does not include costs for developing or operating common amenities such as convenience stores, community buildings, or recreational facilities. The Applicant(s) acknowledges responsibility for maintenance charges and agrees to pay them to the Developer or the appointed agency from the date of possession. Additionally, a non-refundable Interest-Free Maintenance Security (“IFMS”) must be paid before the final installment as per the chosen Payment Plan.
6. 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, Unit shall stand deallotted, and the Developer shall be released and discharged of all liabilities and obligations under this Application and/or the Agreement. 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 and within 45days of cancellation of the Application in terms hereof, the Developer shall refund the amount paid by the Applicant(s) without interest subject to forfeiture of following sums:

- i. Booking Amount or the actual amount paid whichever is higher, subject to maximum of 10% of TSP; and,
- ii. All taxes paid / payable till date of such cancellation.
7. In exceptional cases, the Developer may condone payment delays under the Payment Plan at its sole discretion, subject to the **SBI's highest MCLR + 2% per annum** annual interest. Acceptance of delayed payment with interest shall not set a precedent for other Applicant(s). Each case will be reviewed individually, and the Developer's decision on cancellation or acceptance shall be final. If the registration amount is paid but total payment is under 10% of the TSP, the balance must be paid within 7 days. Failure leads to automatic cancellation without notice and forfeiture of up to 10% of the TSP, including taxes.
8. The Applicant(s) acknowledges that the Developer or its appointed Maintenance Agency shall manage the maintenance, upkeep, repairs, security, and common services of the Project. The Applicant shall pay all maintenance charges, including but not limited to Interest-Free Maintenance Security (IFMS), Water Infrastructure Charges (WIC), and Electricity Infrastructure Charges (EIC), as determined by the Developer or the Maintenance Agency, upon demand.
9. The Unit's total area is tentative and may vary by $\pm 2\%$ due to design or statutory conditions. If the variation exceeds $\pm 2\%$, the Unit cost shall be adjusted pro rata, with excess amounts refunded or additional payments required. Any increase in development charges, GST, stamp duty, registration fees, or other levies imposed post-booking shall be borne solely by the Applicant.
10. Additionally, the Applicant(s) acknowledges that certain Units may attract Preferential Location Charges ("PLC") based on the preferable location of the Unit within the Project. The applicable PLC, if any, shall be payable in accordance with the terms specified by the Developer.
11. In case of any refunds in terms of the Application/Letter for Provisional Allotment/Final Allotment/the Agreement, such refund would be processed through cheque(s)/bank transfer in the name of the Sole/First Applicant and the cheque would be handed over to the Applicant(s), or his/her representative authorized through Power of Attorney.
12. In the event of an intestate demise, the Developer shall have sole discretion to either refund or transfer the booking to the legal heir(s) upon submission of necessary legal documents, including:
 - i. Death certificate
 - ii. Succession certificate/Legal heir certificate (if applicable)
 - iii. Notarized affidavit from all legal heirs confirming the transfer and providing NOC
 - iv. Any other documents as required by the Developer
- The Developer shall not be liable for disputes whatsoever, emanating from transfer of such Unit or refund against such Unit. The Developer reserves the right to verify and approve the transfer/ refund at its sole discretion.
13. NRIs/Foreign Nationals must ensure compliance with the Foreign Exchange Management Act, 1999 (FEMA) and RBI guidelines, as the sole responsibility of the Applicant(s).
14. The Applicant(s) agree to execute the Agreement and other required documents in the prescribed format within 20 days from the dispatch of the intimation for the same. Additionally, the Applicant(s) shall sign any other documents as required by the Developer within 15 days of receiving a intimation for the same. Any extension for signing shall be at the sole discretion of the Developer.
15. The Developer shall not be liable for any payments/remittances made by a third party on behalf of the Applicant(s), nor shall such third party have any claim over the Application or allotment of the Unit. All payment receipts shall be issued in the name of the Applicant(s) only. If a third party makes a payment on behalf of the Applicant(s), the Applicant(s) must inform the Developer accordingly.

16. In case of joint applicants, all communication shall be sent to the first-named Applicant, which shall be deemed sufficient service for all Applicants. No separate communication will be issued to co-applicants. The Applicant(s) must promptly inform the Developer in writing of any change in mailing address; otherwise, all notices sent to the registered address shall be considered duly received.
17. The Developer reserves the sole discretion to offer discounts, credits, or benefits under schemes, referral programs, promotional offers, or corporate discounts. The Applicant(s) agree not to raise any objections regarding such offers, and all such offers are subject to, strict adherence to the Payment Plan.
18. If the Applicant(s) avails a home loan, all Pre-EMI interest, processing charges, and other financial costs shall be solely borne by them. The Developer shall not be liable for any delay, rejection, or non-disbursement of the loan, nor shall such issues exempt the Applicant(s) from payment obligations under the Agreement. Any delay in payments due to loan-related issues shall be treated as a default, and the Developer may take appropriate action, including cancellation of the allotment, as per the Agreement.
19. 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, 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.
20. All or any dispute arising out of or touching upon or in relation to the terms and conditions of the provisional/final allotment/ this Application or its termination, 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 a sole arbitrator appointed by mutual consent of the parties within 14 (fourteen) days of such reference to arbitration. The seat of arbitration shall be Delhi, and the 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.
21. That, for all intents and purposes, and for the interpretation of these terms and conditions, words used in the singular shall include the plural, and references to the masculine gender shall include the feminine and vice versa.
22. For the purposes of this Application, Unit shall mean the unit applied for under this Application and shall also include any other unit that may be allotted to the Applicant(s) in lieu of or in addition to the

originally applied unit, as per the terms and conditions of the Developer.

The Applicant(s) hereby confirms that they have fully read, understood, and agreed to abide by the terms and conditions stated herein. These terms shall be read in consonance with the terms stipulated in the Agreement, and in the event of any conflict or inconsistency, the terms of the Agreement shall prevail. The Applicant(s) further confirms that they have sought and received all necessary clarifications regarding the terms, conditions, and representations made by the Developer. The Developer has duly explained the same, including in vernacular language, to ensure complete understanding. Having acknowledged all obligations and liabilities, including but not limited to the forfeiture of the earnest money, the Applicant(s) voluntarily signs this Application and makes the requisite payments. Furthermore, the Applicant(s) expressly undertakes that in the event of cancellation of their allotment due to any default in payment under the Payment Plan, they shall have no right, title, interest, or lien over the Unit applied for or provisionally/finally allotted to them in any manner whatsoever.

Signature of Applicant

Place : _____

Signature of Co-Applicant

Place : _____

COMMITMENT FORM

- A. Loan Required :**
- B. % of loan Required :**
- C. Booking Source :**
- D. Reference By :**
- E. Monthly Income of Applicant :**
- F. Monthly Income of Co-applicant :**

Sales Executive

Signature

Sales Manager

Signature

Sales Head

Signature