



APPLICATION FORM  
FOR ALLOTMENT OF RESIDENTIAL APARTMENT / UNIT IN  
[ELEMENTA]



To,  
Sushma Leisure Homes Private Limited,  
Unit No. B-107, Business Complex at Elante Mall,  
First Floor, Phase-1, Industrial Area,  
Chandigarh – 160002.

Dear Sir(s),

1. The Applicant (defined hereinafter) understands that the Developer (defined hereinafter) is promoting the Said Complex (defined hereinafter).
2. The Applicant requests that the Applicant may be allotted Said Unit (defined hereinafter) in the Said Building (defined hereinafter) as per the Developer's Payment Plan (defined hereinafter) annexed hereto and marked as Annexure 1.
3. The Applicant, having understood and agreeing to the terms and conditions of this Application, stated hereinafter, is making this Application.
4. The particulars of the Applicant are given below for Developer's reference and record:

(i) SOLE OR FIRST APPLICANT

Mr./Mrs./Ms. : .....  
Son/Wife/Daughter of : .....  
Permanent Address : .....  
.....  
City : ..... State : .....  
Landline : ..... Pincode : ..... Country : .....  
(a) Gender M/F ..... (b) Status Major/Minor ..... (c) D.O.B. ....  
(d) Age ..... years (e) Marital Status ..... If married, no. of children .....  
(f) Profession.....  
(g) Residential Status - Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐  
(h) Income Tax Permanent Account No. ....  
Ward/Circle/Special Range and place where assessed to income tax..... (copy enclosed)  
(i) In case of Non-Resident, Passport No. ....(copy enclosed)  
(j) Mailing Address .....  
City : ..... State : ..... Pin code : .....  
Landline : ..... Fax : ..... Mobile : ..... Email : .....  
(k) Office/Business Name and Address.....  
City : ..... State : ..... Pin code : .....  
Landline : ..... Fax : ..... Mobile : ..... Email : .....

PASSPORT SIZE  
PHOTOGRAPH TO  
BE AFFIXED AND  
SELF ATTESTED

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

(ii) \*SECOND APPLICANT

Mr./Mrs./Ms. : .....  
Son/Wife/Daughter of : .....  
Permanent Address : .....  
.....  
City : ..... State : .....  
Landline : ..... Pincode : ..... Country : .....  
(a) Gender M/F ..... (b) Status Major/Minor ..... (c) D.O.B. ....  
(d) Age ..... years (e) Marital Status ..... If married, no. of children .....  
(f) Profession.....  
(g) Residential Status - Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐  
(h) Income Tax Permanent Account No. ....  
Ward/Circle/Special Range and place where assessed to income tax..... (copy enclosed)  
(i) In case of Non-Resident, Passport No. ....(copy enclosed)  
(j) Mailing Address .....  
City : ..... State : ..... Pin code : .....  
Landline : ..... Fax : ..... Mobile : ..... Email : .....  
(k) Office/Business Name and Address.....  
City : ..... State : ..... Pin code : .....  
Landline : ..... Fax : ..... Mobile : ..... Email : .....

PASSPORT SIZE  
PHOTOGRAPH TO  
BE AFFIXED AND  
SELF ATTESTED

(iii) \*THIRD APPLICANT

Mr./Mrs./Ms. : .....  
Son/Wife/Daughter of : .....  
Permanent Address : .....  
.....  
City : ..... State : .....  
Landline : ..... Pincode : ..... Country : .....  
(a) Gender M/F ..... (b) Status Major/Minor ..... (c) D.O.B. ....  
(d) Age ..... years (e) Marital Status ..... If married, no. of children .....  
(f) Profession.....  
(g) Residential Status - Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐  
(h) Income Tax Permanent Account No. ....  
Ward/Circle/Special Range and place where assessed to income tax..... (copy enclosed)  
(i) In case of Non-Resident, Passport No. ....(copy enclosed)  
(j) Mailing Address .....  
City : ..... State : ..... Pin code : .....  
Landline : ..... Fax : ..... Mobile : ..... Email : .....  
(k) Office/Business Name and Address.....  
City : ..... State : ..... Pin code : .....  
Landline : ..... Fax : ..... Mobile : ..... Email : .....

PASSPORT SIZE  
PHOTOGRAPH TO  
BE AFFIXED AND  
SELF ATTESTED

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant



(iv) \*FOURTH APPLICANT

Mr./Mrs./Ms. : .....

Son/Wife/Daughter of : .....

Permanent Address : .....

City : ..... State : .....

Landline : ..... Pincode : ..... Country : .....

(a) Gender M/F ..... (b) Status Major/Minor ..... (c) D.O.B. ....

(d) Age ..... years (e) Marital Status ..... If married, no. of children .....

(f) Profession.....

(g) Residential Status - Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

(h) Income Tax Permanent Account No. ....

Ward/Circle/Special Range and place where assessed to income tax..... (copy enclosed)

(i) In case of Non-Resident, Passport No. ....(copy enclosed)

(j) Mailing Address .....

City : ..... State : ..... Pin code : .....

Landline : ..... Fax : ..... Mobile : ..... Email : .....

(k) Office/Business Name and Address.....

City : ..... State : ..... Pin code : .....

Landline : ..... Fax : ..... Mobile : ..... Email : .....

OR

\*M/s. .... a partnership firm duly registered under the Indian Partnership

Act 1932, having its registered office at .....

.....acting through its partner or any other person authorized by resolution

dated ..... Mr./Mrs./Ms. .... (copy of the

resolution signed by all the Partners required) PAN/TAN no. : ..... Registration no.

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OR

\*M/s. .... a company registered under the Companies Act, 1956, having

corporate identification no ..... having its registered office at.....

.....acting through its duly authorized signatory

Mr./Mrs./Ms. .... authorized by Board Resolution dated

..... PAN/TIN no..... (Enclose certified copy of Board Resolution along

with a certified copy of Memorandum & Articles of Association)

(\*Delete if not applicable)

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

5. DETAILS OF SAID UNIT : Property Type : Unit No. .... Floor ..... Tower .....

6. DETAILS OF PRICING

Payment Plan Opted : .....

Super Area (app.): .....

Basic Sale Price: .....

Floor Premium Charges: .....

Preferential Location Charges: .....

Club Membership Charges: .....

Power Backup Charges: .....

IFMS: .....

Any Other Charges: As per price list / Payment Plan attached

“Note: Applicable Service Tax and Other Statutory Charges/Taxes/Levies/Duties imposed by the government from time to time shall be charged extra”.

7. PAYMENT

- (i) Payment to be accepted by cheque(s)/demand draft(s)/pay order(s)/banker's cheque(s) only if drawn in favour of “Sushma Leisure Homes Private Limited”, payable at Chandigarh.
- (ii) Allotment to non-residents of India and nationals of Indian origin, shall be subject to the laws of India.
- (iii) For non-residents of India and nationals of Indian origin, all remittances, acquisition. transfer of the Said Unit and compliance with the provisions of the Foreign Exchange Management Act, 1999 or any other statutory enactments shall be their own sole responsibility.

8. The Applicant has enclosed herewith a sum of Rs. ..../- (Rupees .....only)  
as Application Fee/Booking Amount paid in favour of the Developer in the following manner.

Cheque/demand draft no.	Date	Bank	Amount
Total			

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

The Applicant agrees that once the allotment letter of the said unit is issued by the developer then the applicant agrees to pay the Basic Sale Price (defined hereinafter) and all other amounts, charges, dues etc. as per the payment plan opted by the Applicant, enclosed with the Allotment Letter and/or as and when demanded by the Developer or in accordance with the terms of this Application/Allotment /Agreement that shall be executed by the Applicant and the Developer on the Developer's standard format. The Applicant has clearly understood that by submitting this Application, the Applicant does not become entitled to provisional and/or final allotment of the Said Unit, notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered with this Application. The Applicant further understands that it is only after issuance of the allotment letter, that the allotment will get confirmed and after the Applicant signing and executing the Agreement and agreeing to abide by the terms and conditions laid down therein that the allotment of the Said Unit shall become final. If the Applicant fails to execute and return the Agreement with the Developer, within forty five (45) days from the date of its dispatch by the Developer then the Developer may treat this Application/Allotment as cancelled and on such cancellation due to default committed by the applicant the Developer shall deduct the earnest money (10% of the BSP) deposited by the applicant with the Developer and refund the balance amount, if any, upon the resale of the said unit to any third party without any interest and the applicant shall not raise any objection to the same. The Applicant understands that the Developer shall have no other liability of any kind except the refund of this amount under no circumstance whatsoever.

9. The Applicant acknowledges that the Developer has provided all the information and clarifications as required by the Applicant and that the Applicant is fully satisfied with the same and the Applicant has relied on his/her own judgment and investigation in deciding to apply for purchase of the Said Unit and has not relied upon and/or is not influenced by and advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Developer, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Unit. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self-contained and complete in itself in all respects.
10. Notwithstanding anything contained herein, the Applicant understands that the Application will be considered as valid and proper only on realization of the Application Fee/Booking Amount tendered with this Application.
11. The Applicant agrees to abide by the terms and conditions of this Application including those relating to payment of Basic Sale Price (defined hereinafter) and Other Charges, Taxes, etc

12. DECLARATION

I/We declare that this Application form has been issued by the Developer at my/our request and the information in all fields of the Application have been completed true to my/our knowledge and the application fee/Booking Amount

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

of Rs. ..../- (Rupees ..... only ) in favour of "Sushma Leisure Homes Private Limited" is enclosed herewith.

Further, I/we have fully read, understood the Terms and Conditions and agree to abide by the same without any reservation.

I/We request that this completed Application may kindly be considered as a 'request for allotment' for the Said Unit in "ELEMENTA"

Yours faithfully,

DATE: .....

PLACE: .....

\_\_\_\_\_ FOR OFFICE USE ONLY \_\_\_\_\_

RECEIVING OFFICER:

Name : .....

Signature : .....

Date : .....

1. BOOKING MODE

Direct ☐ Channel Partner ☐

2. Channel Partner's Name, Address And Stamp With Signature (if Applicable):

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3. Remarks (if any) : .....

DATE: .....

PLACE: .....

Authorized Signatory

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

**TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF UNIT(S) IN "ELEMENTA"**

The terms and conditions given below are merely indicative and are more comprehensively set out in the Agreement which upon execution shall supersede this Application. The Applicant shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

**Definitions and Interpretation:**

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

**"Acts"** means the Himachal Pradesh Apartment and Property Regulation Act, 2005 or any other rules, statutory enactment, amendments and modifications thereof;

**"Agreement"** shall mean the unit buyer's agreement to be executed by the Applicant and the Developer on the Developer's standard format;

**"Applicant"** means the person(s) applying for allotment of the Said Unit whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed to the terms and conditions of this Application;

**"Application"** means whole of this application form including all annexures, schedules and terms and conditions for allotment of the Said Unit in the Said Building/Said Complex;

**"Application Fee/ Booking Amount"** used interchangeably, mean the amount of Rs. .... /- (Rupees ..... only) paid by the Applicant along with this Application for due fulfillment of terms of this Application;

**"Basic Sale Price"** means the amount mentioned in the Payment Plan annexed hereto and marked as **Annexure 1**;

**"Developer"** means "Sushma Leisure Homes Private Limited", a Company incorporated under the Companies Act, 2013 and having its registered office at Unit No. B-107, Business Complex at Elante Mall, First Floor, Phase-1, Industrial Area, Chandigarh – 160002;

**"Earnest Money"** means 10% (ten percent) of the Basic Sale Price and includes the Application Fee/ Booking Amount paid by the Applicant to the Developer under this Application together with the amount payable by the Applicant to the Developer on or before execution of the Agreement, collectively, in relation to the Said Unit . The Earnest Money shall form a part of the Basic Sale Price of the Said Unit as set out in the Payment Plan annexure with Allotment Letter;

**"Force Majeure"** means any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable, or (b) despite the adoption of reasonable precaution and/or alternative

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

measures, be prevented, or cause to be prevented, and which adversely affects the Developer's ability to perform obligations under this application, which shall include but not be limited to:

- (a) acts of God including fire, drought, flood, earthquake, epidemics, natural disasters etc.;
- (b) explosions or accidents, air crashes and shipwrecks, acts of terrorism;
- (c) strikes or lockouts, industrial dispute;
- (d) non-availability of any material due to any reason whatsoever beyond the control of the Developer;
- (e) war and hostilities of war, riots, bandh or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a Party from complying with any or all the terms and conditions as agreed in this Application; or
- (g) any legislation, order or rule or regulation made or issued by the Government, or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Building/Said Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.

The Developer as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Developer, so warrant, the Developer may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the applicant/allottee for the period of delay/suspension of the scheme.

"FPC" means charges for the preferential floor for the location of the Said Unit payable as applicable, to be calculated on per sq. ft./sq. mtr. or lump-sum basis of the area of the Said Unit, as mentioned in Payment Plan;

"IFMS" means the interest free maintenance security to be paid by the Applicant as deposit for the maintenance and upkeep of the Said Building/Said Complex as per the Payment Plan to the Developer as and when demanded by the Developer;

"Maintenance Agency" means the person(s) agency/ body/company who shall carry out the maintenance and upkeep of the Said Complex and who shall be responsible for providing the maintenance services within the Said Building/, which can be the Developer or association of unit allottees or such other agency/ body/ company to whom the Developer may handover the maintenance of the Said Building/Said Complex;

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

“Payment Plan” means the plan for payment of the Basic Sale Price and other charges to the Developer with respect to the Said Unit annexed hereto and marked as Annexure 1;

“PLC” means the charges for the preferential location of the Said Unit payable as applicable, to be calculated on per sq.ft./ basis or lump-sum of the area of the Said Unit, as mentioned in the Payment Plan;

“Said Building” means the building in the Said Complex in which the Said Unit shall be located, the details of which have been set out in this Application;

“Said Complex” means the complex to be developed by the Developer as per the plans approved by the competent authority under the name and style of “ELEMENTA” located at Mauza Shangli Khurad, Tehsil Kasauli, District Solan, Himachal Pradesh on land admeasuring 4.42 acres (approx.) particularly at Khasra bearing Nos. 87/5, 96/1, 100 & 101/1;

“Said Unit” means the specific space applied for by the Applicant, in the Said Building/Said Complex, details of which have been set out in this Application;

“Taxes” shall mean any and all taxes paid or payable by the Developer by way of service tax, sales tax, value added tax, stamp duty or any other applicable / relevant taxes, charges, levies by whatever name called in relation to the sale of the Said Unit;

For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.

1. The Applicant has applied for allotment of the Said Unit and is fully aware of all the limitations and obligations of the Developer in relation to and in connection with the development/construction of the Said Complex/Said Building/Said Unit and has also satisfied himself about the arrangements/title/interest/rights of the Developer in the land on which the Said Unit /Said Building/Said Complex is being developed/constructed and has understood all limitations or obligations of the Developer in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant has been provided with all relevant documents and details in order to take an informed decision.
2. The Applicant shall pay the Basic Sale Price as per the Payment Plan opted by the Applicant and in addition the Applicant shall also be liable to pay all other amounts, charges and dues as mentioned in this Application and/or the Agreement in accordance with the demand raised by the Developer from time to time. The Applicant agrees and understands that the Basic Sale Price of the Said Unit is calculated on the basis of area of the Said Unit and any increase or decrease up to 10% (+/-) shall be payable or refundable at the rate mentioned in this Application. It is further understood by the Applicant that the definite area of the Said Unit shall be more clearly defined in the Agreement and the Applicant affirms to be bound by the same.

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

3. Subject to the terms and conditions of this Application/Agreement on and after payment of the Basic Sale Price and dues as per the Application/Agreement, the Applicant shall have (i) the ownership of the Said Unit; and (ii) undivided right to use the common areas and the facilities along with other unit owners. The Applicant agrees and understands that the Developer has calculated the Basic Sale Price payable by the Applicant for the Said Unit on the basis of its super area which comprises of the area of the Said Unit and the proportionate undivided right to use the common areas and facilities within the Said Complex.

The Applicant agrees and understands that the Said Unit/Said Building/Said Complex may be governed subject to the Acts/rules. The Applicant shall join the society /association of unit owners and agrees to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer in its sole discretion for this purpose.

4. The Applicant agrees that the use of the Said Unit for residential purposes as specified above shall not be altered without obtaining prior consent from the Developer and that this is a mandatory condition and any change in the specified use will be treated as a breach of the Application/Allotment/Agreement.

5. The Applicant agrees and understands that in addition to the Basic Sale Price, the Applicant shall be liable to pay Other Charges/Taxes/Levies/Cess as applicable or imposed in future by the Statutory Authorities.

6. The Applicant agrees and undertakes to pay all government rates, tax on land, municipal tax, property tax, wealth tax, fees or levies of all and any kind by whatever name called, whether levied or leviable, now or in future by the government, municipal authority or any other governmental authority on the Said Unit/ Said Building/Said Complex or the land under the Said Building as the case may be assessable from the date of the Application. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Developer and the determination of the share and demand shall be final and binding on the Applicant till the Said Unit is assessed separately.

7. The Applicant will have a limited right to use of the designated parking space, if allotted by the Developer vide an allotment letter on such terms and conditions as may be specified by the Developer in the said allotment letter.

8. The Applicant agrees that time is of the essence in respect of all payments to be made by the Applicant including the Basic Sale Price and all other amounts, charges and dues, as mentioned in this Application/Agreement.

9. The Applicant agrees that the Developer shall not be liable to perform any or all of its obligations during the subsistence of Force Majeure conditions and the time period required for performance of its obligations shall stand extended.

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant



10. The Applicant agrees that the Developer may at its sole discretion and subject to the Applicant having fulfilled all its obligations under this Application, allow the Applicant to enter the Said Unit for carrying out interior finishing and fit out works prior to the notice of possession and on execution of an indemnity bond and the Developer may impose certain restrictive guideline(s), covenants and conditions including the time frame, regarding interior fit outs at the time of allowing the Applicant to do the interior fit outs in the Said Unit and no conveyance deed shall be executed in case of any breach of any of such guideline(s), covenants and conditions issued for interior fit-outs or failure of the Applicant to strictly adhere to such guideline(s), covenants and conditions.

However, such entry shall not be construed as or in no way entitle the Applicant to have any right, interest or title of any nature whatsoever in respect of the Said Unit. The Applicant undertakes not to cause any damage to the Said Building, while completing the interior work of the Said Unit and in the event any such damage is caused, the Applicant agrees to reimburse the Developer the costs of rectification thereof. The Applicant further agrees to pay to the Developer the cost of electricity, water and other direct/ indirect expenses incurred by the Developer on account of the Applicant during the period of interior fit outs. The demand raised by the Developer in this regard shall be final and binding upon the Applicant and the Applicant undertakes to make the payment thereof forthwith.

11. The Applicant agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Building/Said Complex may be handed over to the Maintenance Agency. The Applicant agrees to enter into a maintenance agreement with the Developer or the Maintenance Agency appointed by the Developer for maintenance and upkeep of the Said Building/Said Complex (including common areas & facilities) and undertakes to pay the maintenance bills thereof. The maintenance charges shall become applicable/ payable from the date of offer of possession of the Said Unit, irrespective of whether physical possession has been taken or not. The Applicant shall pay the IFMS at the time of execution of the maintenance agreement with the Maintenance Agency or the Developer, as the case may be. It is clarified that the Applicant shall not be entitled to any interest on the amount paid to the Maintenance Agency/ Developer as IFMS.

12. The Applicant shall be liable to pay all fees, duties, expenses, costs, etc. for the execution and registration of the conveyance deed of the Said Unit including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses, as and when demanded by the Developer, within the stipulated period as mentioned in the demand letter of the Developer.

13 The Applicant agrees that the Applicant shall pay the Basic Sale Price / Total Sale Consideration including but not limited to the Earnest Money as set out in the Payment Plan and/or as per the demand raised by the Developer. Further, in the event the Applicant fails to pay amount forming a part of the Basic Sale Price / Total Sale

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

Consideration due under the Payment Plan and/or demanded by the Developer and/or Taxes, the Applicant shall be liable to interest at the rate of 24% (twenty four percent) per annum on the unpaid amount from the day such amount becomes due till the date of payment of such unpaid amount along with interest thereon. Further, upon expiry of 90 (ninety) days from the day on which the amount payable to the Developer became due, the Developer shall have the option, but not be obliged to, cancel the allotment of the Said Unit in favour of the Applicant and refund the amounts paid by the Applicant for the Said Unit after forfeiting earnest money and other charges including but not limited to brokerage, interest, etc. after re-sale / re-allotment of the Said Unit to any third party. Thereafter, the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Unit. The Developer shall thereafter be free to re-allot with the Said Unit in any manner whatsoever. It is clarified that the balance amount, if any to be refunded by the Developer, would be refunded to the Applicant by the Developer only after realizing such amounts from re-allotment of the Said Unit but without any interest or compensation of whatsoever nature.

14. The Applicant agrees that the Developer shall be entitled to forfeit the Booking Amount in case of non fulfillment/breach of the terms and conditions of the Application. Thereafter, the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Unit. The Developer shall thereafter be free to resell and/or deal with the Said Unit in any manner whatsoever. The amount(s), if any, paid over and above the Booking Amount would be refunded to the Applicant by the Developer only after realizing such amounts from resale of the Said Unit but without any interest or compensation of whatsoever nature.
15. Without prejudice to the Developer's aforesaid rights, the Developer may, at its sole discretion, waive the breach by the Applicant in not making payments as per the Payment Plan.
16. The Applicant hereby agrees that the Developer shall have the right to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables of the Said Unit subject to the Said Unit being free of any encumbrances at the time of execution of the conveyance deed. The Developer / financial institution/ bank shall always have the first lien/ charge on the Said Unit for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction.
17. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions/ banks for purchase of the Said Unit, the conveyance deed for the Said Unit shall be executed in favour of the Applicant only after the Developer receives a "No Objection" Certificate from the financial institution/ bank from which the Applicant has/have opted for such loan arrangement.

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

18. The Applicant shall indemnify and keep the Developer, its agents, representatives, estates and effects indemnified and harmless against the payments and observance and performance of all covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant as mentioned in the Application and the Agreement. The Applicant agrees to pay such losses on demand that the Developer may, or likely to suffer due to default or breach committed by the applicant(s). This is in addition to any other right or remedy available/vested with the Developer.
19. The Applicant agrees that in case the Applicant is an NRI or non-resident/ foreign national of Indian origin/ foreign national/ foreign company(ies) then, the Applicant shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc. and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Application. The Applicant agrees that in the event of any failure on the part of the Applicant to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant shall alone be liable for any action under FEMA. The Applicant all the time shall keep the Developer fully indemnified and harmless in this regard.
20. The Developer shall not be responsible towards any third party making payments, remittances on behalf of any Applicant and such third party shall not have any right in this Application, in any way, and the Developer shall issue the payment receipts in favour of the Applicant only.
21. The Applicant hereby agrees to comply with all the laws as may be applicable to the Said Unit, in respect of the Said Unit and the Applicant shall always remain solely responsible for the consequence of non compliance of such acts/ rules.
22. The Applicant shall inform the Developer, in writing, any change in the mailing address mentioned in this Application failing which all demands, notices etc. by the Developer shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint Applicant all communication sent to the first named Applicant in this Application shall be deemed to have been sent to all applicants.
23. The Developer shall at no times be deemed required to send reminders/ notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all obligations on his own.

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

24. The Applicant understands that this Application is purely on tentative basis and the Developer may at its sole discretion decide not to allot any or all the spaces to anybody or altogether decide to put at abeyance the project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of this Application and receipt of Booking Amount being received by the Developer with this Application from the Applicant.
25. The Applicant understands that the final allotment of the Said Unit is entirely at the discretion of the Developer.
26. The Applicant undertakes that as and when required, the Applicant will sign and execute all other Agreement(s)/Declaration(s) whatsoever required for the purpose of obtaining electricity, power back-up facility, etc. Also the Applicant hereby agrees and undertakes to pay the proportionate charges for the Installation of Electric Sub-station, if any, including Transformers, LT/HT lines, distribution panels, meters, etc. and the same shall be payable by the Applicant in addition, at the time of final payment and possession.
27. The Developer reserves the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/ disposal/ or any other arrangement as may be decided by the Developer in its sole discretion and without any intimation, written or otherwise, to the Applicant and the Applicant agrees that he shall not raise any objection, in this regard. However, the rights of the Applicant shall not be affected by such transfer.
28. The Applicant agrees that all the provisions contained herein and the obligations arising hereunder in respect of the Said Unit shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees/nominees of the Said Unit as the said obligations go along with the Said Unit for all intents and purposes.
29. The Applicant agrees that in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms hereof and the respective rights and obligations of the Applicant and the Developer, the same shall be referred to a sole arbitrator to be appointed by the Developer, whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The venue of arbitration shall be Chandigarh only. The Courts at Chandigarh alone shall have the jurisdiction.

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Signature of First Applicant

.....  
Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

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Signature of the First Applicant

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Signature of the Second Applicant (if any)

.....  
Signature of Third Applicant (if any)

.....  
Signature of Fourth Applicant (if any)

DATE: .....

PLACE: .....

ANNEXURE 1  
PAYMENT PLAN

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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant

**CHECK-LIST FOR RECEIVING OFFICER:**

- (a) Booking Amount;
- (b) Applicant (s)' signature on all pages of the Application
- (c) Copy of self attested PAN Card and TAN Card (if applicable);
- (d) Copy of self attested resident proof
- (e) 2 Passport size photograph of Applicant (s)
- (f) Signed payment plan by all the applicant
- (g) For companies: Certified copies of memorandum & articles of association and board resolution in support of the authorized signatory under common seal of the company;
- (h) For Partnership Firm: Partnership Deed and authorization to purchase.
- (l) For Foreign Nationals of Indian Origin: Passport Photocopy and in case of cheque or demand draft, confirmation from the bank stating that the same has been from the NRE/NRO/FCNR accounts of the Applicant ;


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Signature of First Applicant

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Signature of Second Applicant

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Signature of Third Applicant

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Signature of Fourth Applicant



<b>Corporate Office &amp; Registered Office</b>	Unit No. B-107, First Floor, Business Complex at Elante Mall, Phase - 1, Industrial Area, Chandigarh 160002.
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